FIRST AMENDED MASTER DEED
OF WOODFIELD

Woodfield Development Group Limited Partnership, a Michigan Limited Partnership, being the Developer of Woodfield, a condominium project established pursuant to the Master Deed thereof, recorded on March 25, 1993, in Liber 1551, Pages 8555 through 8617, Genesee County Records, and known as Genesee County Condominium Subdivision Plan No. 115, hereby amends the Master Deed of Woodfield pursuant to the authority reserved in Article X thereof for the purposes modifying Article IV, sub-Section 4.A.1.thereof. Upon the recording of this Amendment in the Office of the Genesee County Register of Deeds, the Master Deed shall be amended in the following manner:

1. Sub-Section 4.A.1. of Article IV of the Master Deed of Woodfield is amended to read as follows:

FIRST AMENDED ARTICLE IV, SUB-SECTION 4.A.1 OF THE MASTER DEED OF WOODFIELD

"**Section 4. Responsibilities.** The responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are:

A. Co-owner Responsibilities.

1. Homesites and Limited Common Elements. The responsibility for and the costs of maintenance, decoration, repair, replacement and insurance (both property and liability) of each Homesite (including all easement areas located on the Homesite), all improvements on that Homesite and all Limited Common Elements appurtenant thereto shall be borne by the Co-owner of the Unit in that Homesite or to which the Limited Common Element appertains, subject to the maintenance, appearance and other standards contained in the Bylaws and Rules and Regulations of the Association, and except to the extent that those improvements are General Common Elements."

2. In all respects other than as hereinabove indicated, the original Master Deed of Woodfield, including the Bylaws and Condominium Subdivision Plan respectively

attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 5th day of April, 1993.

(signature on next page)

WITNESSES:

_____
George F. Rizik, II

_____
by:_____
Tammy Jo Reitano
President

Woodfield Development Group

Limited Partnership,
a Michigan Limited Partnership

by: Paragon Developments Incorporated, a Michigan Corporation

Brian A. Mansour,

STATE OF MICHIGAN)
) SS.
COUNTY OF GENESEE)

On this _____ day of April, 1993, the foregoing Master Deed was acknowledged before me by Brian Mansour, President of Paragon Development Incorporated, a Michigan corporation, on behalf of said corporation, as General Partner of Woodfield Development Group Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.

Notary Public, Genesee County, Michigan
My commission expires:

Drafted by and when
recorded return to:
George F. Rizik, II (P30595)
Attorney at Law
Rizik & Rizik, P.C.
5405 Gateway Centre, Suite A
Flint, Michigan 48507
(313) 767-8200
d:\wp51\gfr\woodfiel\md-am1.ph1

WOODFIELD

SECOND AMENDED MASTER DEED

Woodfield Development Group Limited Partnership, a Michigan Limited Partnership, being the Developer of Woodfield, a condominium project established pursuant to the Master Deed thereof, recorded on March 25, 1993, in Liber 1551, Pages 8555 through 8617, Genesee County Records, and an amendment thereto recorded at Liber 1551, Pages 8618-8620, and known as Genesee County Condominium Subdivision Plan No. 115, hereby amends the entire Master Deed of Woodfield pursuant to the authority reserved in Article X thereof for the purposes modifying the entire master deed to provide for expansion of the Project and to modify the Bylaws for the Project pursuant to the authority reserved in Article XVI thereof. Upon the recording of this Amendment in the Office of the Genesee County Register of Deeds, the Master Deed, the Bylaws and the Condominium Subdivision Plan shall be amended in the following manner:

1. The Master Deed of Woodfield, as set forth below, shall replace and supersede the Master Deed as originally recorded and previously amended, and the originally recorded and previously amended Master Deed shall be of no further force or effect:

"This Master Deed is executed on December 14, 1993, by Woodfield Development Group Limited Partnership, a Michigan limited partnership ("Developer"), 5375 Sturbridge Road, Grand Blanc, Michigan 48439, pursuant to the provisions of the Michigan Condominium Act, 1978 P.A. 59, as amended, (the "Act").

RECITALS: By recording this Master Deed, and the attached Bylaws (Exhibit A) and Condominium Subdivision Plan (Exhibit B), the Developer intends to establish the real property described in Article II below, together with the improvements located and to be located on, and the appurtenances to, that real property as a residential site condominium project under the provisions of the Act. Therefore, the Developer establishes Woodfield as a Condominium Project under the Act and declares that Woodfield (the "Condominium", "Project" or the "Condominium Project") shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in all ways 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 Exhibits A and B, 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 their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided that:

ARTICLE I: TITLE AND NATURE. The Condominium Project shall be known as Woodfield, Genesee County Condominium Subdivision Plan No. 115. 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 Exhibit B. Each Unit is capable of individual use by having its own entrance from and exit to a Common Element of the Project. Each Co-owner in the Project has an exclusive right to his Unit, has undivided and inseparable rights to share with other Co-owners the Common Elements of the Project, and has the right to construct a single residential dwelling on his Unit, subject to the Condominium Documents and all applicable laws.

ARTICLE II: LEGAL DESCRIPTION. The land submitted to the Condominium Project is described as:

Part of Sections 35 and 36, T6N-R7E, Grand Blanc Township, Genesee County, Michigan, described as beginning at a point which is S 88ºN50'05" W along the North line of said Section 36, 1328.57 feet and S 00ºN54'04" E, 1321.79 feet and S 88ºN56'21" W, 882.40 feet from the North 1/4 corner of said Section 36; thence from said point of beginning continuing S 88ºN56'21" W (recorded as S 89ºN42'45" W), 2386.30 feet; thence S 08ºN30'44" E along the centerline of Dixie Highway, 324.21 feet; thence N 81ºN29'16" E, 137.73 feet; thence along a curve to the left with a radius of 398.00 feet, a central angle of 41ºN07'16" and a long chord bearing and distance of N 60ºN55'38" E, 279.55 feet; thence a long a curve to the right with a radius of 150.00 feet, a central angle of 54ºN20'00" and a long chord bearing and distance of N 67ºN32'00" E, 136.97 feet; thence along a curve to the left with a radius of 1184.34 feet, a central angle of 16ºN09'50" and a long chord bearing and distance of N 86ºN37'05" E, 333.01 feet; thence along a curve to the right with a radius of 982.12 feet, a central angle of 09ºN01'50" and a long chord bearing and distance of N 83ºN03'05" E, 154.64 feet; thence along a curve to the right with a radius of 476.00 feet, a central angle of 01ºN10'40" and a long chord bearing and distance of N 88ºN09'20" E, 9.78 feet; thence S 07ºN57'53" E, 150.65 feet; thence S 79ºN34'04" E, 79.37 feet; thence S 66ºN00'34" E, 81.92 feet; thence S 50ºN36'37" E, 82.37 feet; thence S 38ºN54'29" E, 79.19 feet; thence S 22ºN17'30" E, 80.43 feet; thence S 08ºN21'41" E, 87.34 feet; thence S 03ºN52'57" E, 96.79 feet; thence S 08ºN46'09"

oftlineE, 112.38 feet; thence S 13N56'55" E, 112.49 feet; thence S 13N45'15" E, 47.67 feet; thence S 72N42'53" E 203.14 feet; thence N 68N22'00" E, 66.00 feet; thence N 21N38'00" W, 40.00 feet; thence along a curve to the right with a radius of 1167.00 feet, a central angle of 09N56'18" and a long chord bearing and distance of N 16N39'51" W, 202.17 feet; thence N 68N59'24" E, 103.67 feet; thence N 42N40'18" E, 432.69 feet; thence N 60N48'52" E, 173.98 feet; thence N 49N59'57" E, 124.63 feet; thence N 27N19'17" E, 266.98 feet to the point of beginning; containing 19.53 acres.

ARTICLE III: DEFINITIONS. Certain terms are utilized in this Master Deed and Exhibits A and B, and in various other instruments such as the Rules and Regulations of the Woodfield Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, the Project. Those terms are usually capitalized (for example, the "Project") and are defined in the Act. Wherever used in those documents or any other pertinent instruments, those terms shall have the meanings given to them in the Act. The following terms are not defined in the Act, and shall have these meanings:

Section 1. Homesite. "Homesite" shall mean each Condominium Unit, its appurtenant Limited Common Elements, and the General Common Element land area between the Unit and the paved portion of the adjacent roadway.

Section 2. Development Period. "Development Period",means the period commencing on the date this Master Deed is recorded and continuing as long as Developer owns any Unit in the Project, or as long as the Developer owns or holds an option or other enforceable purchase interest in all or any part of the Area of Future Development, or as long as the Developer retains architectural review authority as provided in Article II, Section 2 of the Bylaws, whichever is longer.

Section 3. Area of Future Development. "Area of Future Development means that land described in Article VII of this Master Deed that may be added to the Condominium Project pursuant to the provisions of Article VII of this Master Deed.

ARTICLE IV: COMMON ELEMENTS. The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair and replacement are:

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

A. Roads. The roadways located within the boundaries of Woodfield, until dedicated to Grand Blanc Township.

B. Land. Land within the Condominium Project not identified as either Units or Limited Common Elements shall be a General Common Element.

C. Electrical, Gas, Telephone and Cable Television. All underground electrical, gas, telephone and cable television mains and lines up to the point where they intersect the boundary of a Homesite and all common lighting for the Project, if any is installed.

D. Storm Water Drainage System. All storm water drainage facilities serving the Project.

E. Water and Sanitary Sewers. The water mains and sanitary sewer mains servicing the Project.

F. Detention Area and Detention Area Easement. The storm water detention areas designated on the Condominium Subdivision Plan as General Common Elements.

G. Sidewalks. Sidewalks located within the road rights-of-way for the general use of the Co-owners.

H. Landscaping, Exterior Lighting and Sprinkler Systems. All landscaping, exterior lighting and sprinkler systems installed within the General Common Element land areas.

J. Other. Other elements of the Condominium not designated as General or Limited Common Elements and not located within a Unit that are intended for common use of all Co-owners or are necessary to the Project.

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

A. Land. Certain land may be shown on the Condominium Subdivision Plan as Limited Common Element, and is limited in use to the Unit to which it appertains, as shown on Exhibit B.

B. Utility Leads. All utility leads lying within the Homesites are limited in use to the Units serviced by them.

C. Driveways. Private driveways serving individual Units are Limited Common Elements, even if they encroach on the General Common Element land area.

Section 3. Structures on Units. All structures and improvements located within the boundaries of a Homesite shall be owned in their entirety by the Co-owner of the Homesite on which they are located and shall not be Common Elements.

Section 4. Responsibilities. The responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are:

A. Co-owner Responsibilities.

1. Homesites. The responsibility for and the costs of maintenance, decoration, repair, replacement and insurance (both property and liability) of each Homesite (including all easement areas located on the Homesite), all improvements on that Homesite (except actual physical improvements that are General Common Elements) and all Limited Common Elements appurtenant thereto shall be borne by the Co-owner of the Unit in that Homesite or to which the Limited Common Element appertains, subject to the maintenance, appearance and other standards contained in the Bylaws and Rules and Regulations of the Association.

2. Utility Services. The responsibility for and cost of maintenance, repair and replacement of all utility laterals and leads within a Homesite shall be borne by the Co-owner of the Unit in that Homesite, except to the extent that those expenses are borne by a utility company or a public authority.

B. Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements except the part of the General Common Elements located within a Homesite shall be borne by the Association, subject to any contrary provisions of the Bylaws. The foregoing notwithstanding, the Association may expend funds for landscaping, decoration, maintenance, repair and replacement of the General Common Element roadways, even after any dedication to the public, and such costs and expenses shall be costs of operation and maintenance of the Condominium.

Section 5. 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, the utility lines, systems and equipment, and any telecommunications facilities, shall be General Common Elements only to the extent of the Co-owners' interest in those items, if any, and Developer makes no warranty whatever with respect to the nature or extent of that interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that water, sanitary sewer, 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 utilities by laterals from the mains to any structures and fixtures located within the Units.

Section 6. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any way inconsistent with the purposes of the Project or in any way that 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 DESCRIPTIONS AND PERCENTAGES OF VALUE.

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Woodfield as prepared by SSOE Inc., Engineers (Exhibit B). Each Unit consists of the volume within the Unit boundaries as delineated with heavy outlines on Exhibit B.

Section 2. Percentages of Value. All of the Units shall have equal percentages of value, because the Units place approximately equal burdens on the Common Elements. The percentage of value assigned to each Unit shall determine each Co-owner's share of the Common Elements, the proportionate share of each Co-owner in the proceeds and expenses of administration and the value of the Co-owner's vote at meetings of the Association.

ARTICLE VI: SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS. Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. The resulting changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Development Period, without the consent of any other Co-owner or any mortgagee of any Unit, to:

A. Subdivide Units. Subdivide or resubdivide any Units that it owns.

B. Consolidate Contiguous Units. Consolidate under single ownership two or more contiguous Units that it owns.

C. Relocate Boundaries. Relocate any boundaries between adjoining Units that it owns.

In connection with any subdivision, consolidation or relocation of boundaries of Units by the Developer, the Developer may modify, add to or remove Common Elements, and designate or redesignate them as General or Limited Common Elements and shall reallocate the percentages of value of the affected Units, as required by the Act. These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by and at the expense of the Developer.

Section 2. By Co-owners. Subject to approval by Grand Blanc Township and, during the Development Period, the Developer, and subject to Article II, Section 38 of the Bylaws, one or more Co-owners may:

A. Subdivision of Units. Subdivide or resubdivide any Units that he owns upon written request to the Association.

B. Consolidation of Units; Relocation of Boundaries.
Consolidate under single ownership two or more contiguous Units that they own to eliminate boundaries or relocate the boundaries between those Units upon written request to the Association.

These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by the Association. The Co-owner(s) requesting the changes shall bear all costs of preparation and recording of the amendment(s). The changes shall become effective upon recording of the amendment in the office of the Genesee County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article VI.

Section 4. Construction of Improvements on Units. Subject to the restrictions contained in the Condominium Documents, including the Rules and Regulations of the Project, as amended, a Co-owner may consstruct on his Unit one single-family residence. All construction shall be in accordance with and subject to the Rules and Regulations and all applicable codes, ordinances, statutes, laws, rules, regulations and private use restrictions.

ARTICLE VII: EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Woodfield and consisting of 26 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 1,200 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

PARCEL I: Part of the North one-half of Section 1, Town 5 North, Range 7 East, Holly Township, Oakland County, Michigan, described as: Beginning at a point on the North line of Section 1, which is North 89N47'30" West 2229.81 feet from the Northeast corner of Section 1, Town 5 North, Range 7 East; thence South 00N09'26" East, 2348.99 feet (recorded as South 0N17' East 2356.2 feet); thence South 85N40'03" West 1261.19 feet (recorded as South 85N33' West) along the centerline of McClelland Road; thence North 0N00'26" West 450 feet; thence South 85N40'03" West 406.36 feet; thence South 51N08'20" West, 447.70 feet; thence on a 7909.67 foot radius curve to the left, 602.08 feet, long chord bearing and distance: North 41N02'31" West, 601.94 feet (recorded as North 43N43' West 616.44 feet) along the centerline of Dixie Highway; thence North 00N31'41" West, 1861.82 feet (recorded as North 0N17' West 1855.92 feet); thence South 89N45'37" East 1956.78 feet along the North line of Section 1 to the North one-quarter corner of Section 1; thence continuing South 89N45'37" East 35.70 feet to the South one-quarter corner of Section 36, Town 6 North, Range 7 East; thence South 89N47'30" East 426 feet along said North line of Section 1 to the point of beginning.

PARCEL II: Part of the Southeast one-quarter of Section 36, Town 6 North, Range 7 East, Grand Blanc Township, Genesee County, Michigan described as beginning at a point on the South line of Section 36, which is North 89N47'30" West 1327.97 feet from the Northeast corner of Section 1, Town 5 North, Range 7 East, Holly Township, Oakland County, Michigan; thence North 89N47'30" West 1327.97 feet along said South line of Section 36 to the South one-quarter corner of Section 36, said point being South 89N45'37" East 35.70 feet from the North one-quarter corner of Section 1, Town 5 North, Range 7 East; thence North 00N18'07" East 1331.44 feet; thence North 89N57'46" East 1324.45 feet; thence South 00N09'01" West 1337.12 feet to the point of beginning.

PARCEL III: That part of the Southwest 1/4 of the Northeast 1/4 of Section 35, T6N, R7E, lying East of the Dixie Highway.
The West 1/2 of Section 36, except the Northwest 1/4 of the Northwest 1/4; and
The Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 36; and
The Southeast 1/4 of the Northeast 1/4 of Section 35; and
That part of the Southeast 1/4 of Section 35 lying East of the centerline of M-54, Township 6 North, Range 7 East, except the following described parcels of land:

(1): Beginning at the center line of the Dixie Highway 78 rods north of the south line of said Section 35; thence east parallel to the south line of Section 181.50 feet; thence North parallel to the east line of Section 239.35 feet; thence West parallel to the south line of Section to the center line of the Dixie Highway; thence South along center line of the Dixie Highway to the place of beginning.

(2): A parcel of land in the Southeast 1/4 of the Southeast 1/4 of Section 35, Township 6 North, Range 7 East, Township of Grand Blanc, Genesee County, Michigan, described as follows: Commencing at the intersection of the centerline of Saginaw (M-54) Road with the South line of Section 35; thence on a curve to the right, chord bearing and distance North 28N15'30" West 195.91 feet to the P.C. of curve; thence North 26N16' West along said centerline 319.68 feet to the place of beginning of this description; thence continuing along said centerline North 26N16' West 333.29 feet; thence North 89N33'30" East parallel with the South line of said Section 35; a distance of 511.85 feet; thence South 0N26'30" East 300 feet; thence South 89N33'30" West 366.66 feet to the place of beginning.

(3): Part of the Southeast 1/4 of Section 35, Township 6 North, Range 7 East, Township of Grand Blanc, Genesee County, Michigan, described as follows: Beginning at the P.T. of curve on the centerline of Saginaw (M-54) Road which is North 28N15'30" West 195.91 feet and North 26N16' West 1117.09 feet and North 7N48'30" West 464.05 feet from the intersection of said centerline with the South line of said Section 35; thence continuing along said centerline North 7N48'30" West 894.72 feet; thence North 89N33'30" East parallel with the South line of said Section, a distance of 567.44 feet; thence South 0N26'30" East 1000.00 feet to a point which is 1526.35 feet Northerly of the South line of said Section 35' thence South 89N33'30" West parallel with said South line 435..60 feet to the centerline of Saginaw (M-54) Road; thence Northerly along said centerline on a 2N00' curve to the right, chord bearing and distance North 9N04'54" West 113.96 feet to the place of beginning.

PARCEL IV: Part of the West 1/2 of the NW 1/4 of Section 1, T5N-R7E, Township of Holly, Oakland County, Michigan, and described as: Beginning at the NW corner of said Section 1; thence N 89N05'14" E along the North line of said section, 727.84 feet (Recorded as S 89N45'37" E 734.86 feet); thence S 01N32'50" E 1856.77 feet (Recorded as S 0N31'41" E 1861.82 feet) to a point on the centerline of Dixie Highway (Saginaw Road, M-54 Highway); thence Northwesterly along said centerline on a curve to the left, having a central angle of 0N25'46", a radius of 7909.67 feet, an arc length of 59.28 feet and a

long chord bearing and distance of N 44N28'14" W 59.28 feet (Recorded as N 43N26'15" W 59.32 feet); thence continuing along said centerline N 44N41'07" W 1035.24 feet (Recorded as N 43N39'08" W 1034.30 feet) to a point on the West line of said Section 1, said point being North 0N54'14" West along said west line of Section 1, 1800.93 feet (Recorded as N 0N08'44" E 1800.31 feet) from the West 1/4 corner of said Section 1; thence N 0N26'57" W along said West line, 1066.20 feet (Recorded as N 0N08'44" E 1073.39 feet) to the point of beginning. Containing 24.85 gross acres of land. Subject to that part reserved for use of Dixie Highway (Saginaw Road, M-54 Highway) so-called.

PARCEL V: Part of the NE 1/4 of Section 1, T5N-R7E, Township of Holly, Oakland County, Michigan and described as: Beginning at the NE corner of said Section 1; thence S 0N50'31" E along the East line of said section, 2173.16 feet (Recorded as S 0N10'40" W 2172.95 feet) to a point on the centerline of Evans Road, so-called; thence S 84N39'05" W along said centerline, 2223.49 feet (Recorded as S 85N40'03" W 2222.96 feet); thence N 01N09'50" W 2348.94 feet (Recorded as N 0N09'26" W 2348.99 feet) to a point on the North line of said Section 1; thence N 89N11'05" E along said North line, 2229.81 feet (Recorded as S 89N47'30" E) to the point of beginning. Containing 115.41 gross acres of land. Subject to that part reserved for use of Vassar and Evans Road, so-called.

PARCEL VI: Part of the NE 1/4 of Section 1, T5N-R7E, Township of Holly, Oakland County, Michigan, and described as: Beginning at the East 1/4 corner of said Section 1; thence N 87N52'29" W along the East-West 1/4 line of said Section 1, 2230.75 feet (Recorded as N 86N51'18" W 2230.28 feet); thence N 0N11'31" W 680.22 feet (Recorded as N 0N49'37" E 680.08 feet) to a point on the centerline of Evans Road, so-called; thence N 84N39'05" E along said centerline, 2223.49 feet (Recorded as N 85N40'03" E 2222.96 feet) to a point on the East line of said Section 1; thence S 0N50'31" E along said East line 435.02 feet (Recorded as S 0N10'40" W) to the West 1/4 corner of Section 6, T5N-R8E; thence continuing along said East line S 01N12'27" E 535.36 feet (Recorded as S 0N11'48" E 535.29 feet) to the point of beginning. Containing 42.08 gross acres of land. Subject to that part reserved for use of Vassar and Evans Road, so-called.

PARCEL VII: Part of the West 1/2 of the NW 1/4 of Section 1 and part of the East 1/2 of the East 1/2 of the NE 1/4 of Section 2, T5N-R7E, Township of Holly, Oakland County, Michigan, and described as: Beginning at a point on the East-West 1/4 line of said Section 1, which is S 88N04' E along said East-West line, 120.0 feet from the West 1/4 corner of said Section 1; thence N 0N54'04" W 60.0 feet; thence N 88N04' W 121.89 feet to a point on the Easterly Expressway fence of I-75; thence Northwesterly along said fence on a curve to the left, having a central angle of 16N42'57", a radius of 4409.98 feet, an arc length of 1286.60 feet and a long chord bearing and distance of N 09N48'41" W 1282.04 feet; thence S 86N09'50" E along said fence, 114.12 feet; thence S 60N20'20" E along said fence, 549.47 feet; thence S 55N03'14" E along said fence, 457.33 feet; thence S 0N54'14" E 807.51 feet to a point on the East-West 1/4 line of said Section 1; thence N 88N04' W along said East-West 1/4 line, 638.08 feet to the point of beginning. Containing 20.01 gross acres of land. Subject to that part reserved for use of Evans Road, so-called.

excluding from the descriptions of Parcels I through VII that part known as Woodfield Golf Club and that part of Parcels I through VII described in Article II hereof.

Section 2. Increase in Number of Units. Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six years from the date hereof, be increased by the addition to this Condominium of any portion of the Area of Future Development. The location, nature, and appearance of all such additional Units shall be determined by Developer in its sole discretion subject only to approval by the Township of Grand Blanc.

Section 3. Expansion Not Mandatory. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer (or its successor or assigns) may, in its discretion, establish all or a portion of said Area of Future Development as rental development, a separate condominium project (or projects) or any other form of development subject only to the approval of the Township of Grand Blanc. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the Area of Future Development described in this Article VII nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations. One hundred percent (100%) of the Area of Future Development may be devoted to other than residential use.

Section 4. Amendment of Master Deed and Modification of Percentages of Value. Such increase in size of this Condominium Project 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 discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to

preserve a total value of 100 for the entire Project resulting from such amendment or 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 method of original determination of percentages of value for the Project.

Section 5. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks to the Project to any roadways and sidewalks that may be located on, or planned for the Area of Future Development, and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways and sidewalks located in the Project.

Section 6. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 7. Consent of Interested Persons. 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 to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine to be 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.

ARTICLE VIII: CONVERTIBLE AREAS

Section 1. Units and Common Elements

A. Designation of Convertible Areas. Each and every Unit is hereby designated as Convertible Area within which another Unit of different dimensions and/or Limited Common Elements and/or General Common Elements may be created and modified as provided in this Master Deed. Each Limited Common Element and General Common Element is hereby designated as Convertible Area within which Limited Common Elements and/or General Common Elements and/or Units may be created and modified as provided in this Master Deed. All of the land described in Article II of this Master Deed is designated as Convertible Area within which Units, Limited Common Elements and General Common Elements may be created and modified as provided in this Master Deed.

B. Developer's Right to Create and Modify Units and Common Elements. The Developer reserves the right, in its sole discretion and without the consent of any Co-owner, during the period ending six (6) years after the recording of this Master Deed, to create additional Units and Common Elements, and modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to those Units and Common Elements within the Convertible Areas designated in Subsection 1A, above, as long as those modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit that adjoins or is proximate to the modified Unit or Common Element. The maximum number of Units that may be created within the Convertible Areas is Twenty-six (26) Units.

Section 2. Type and Compatibility of Improvements. Only residential Units, roadways, sidewalks,utility facilities and other General and Limited Common Elements of the types described in Article IV may be created within the Convertible Areas. All improvements constructed within the Convertible Areas shall be reasonably compatible with the structures on other portions of the Condominium Project. In exercising its rights under this Article VII, the Developer may create Limited Common Elements within the Convertible Areas and assign or reassign any General or Limited Common Elements now existing or created after this date as General or Limited Common Elements.

Section 3. Amendment of Master Deed. Developer hereby reserves the right to designate each Common Element as either a General Common Element or as a Limited Common Element appurtenant to a particular Unit or Units by

subsequent amendment or amendments to the Master Deed in the manner provided by law. Those amendments shall be prepared by and at the discretion of the Developer (or its successors).

Section 4. Redefinition of Common Elements. Those amendment(s) to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels being converted and the Common Elements being modified by that amendment. In connection with any amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 5. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments.

Section 6. Consent of Interested Persons. The consent of no Co-owner shall be required as a condition for conversion under this Article VII. 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 amendments to this Master Deed to effectuate this Article VIII and to any proportionate reallocation of percentages of value of existing Units that Developer or its successors may determine necessary in conjunction with that amendment or amendments. All interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate this Article VIII. Those amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits and may incorporate by reference all or any pertinent portions of the Master Deed and the Exhibits.

ARTICLE IX: EASEMENTS.

Section 1. Easement for Utilities. There shall be easements to, through and over the land in the Condominium (including all Units and their adjoining Limited Common Element setback areas) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as amended from time to time. If any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors, construction deviations or change in ground elevations, reciprocal easements shall exist for the maintenance of that encroachment for as long as that encroachment exists, and for its maintenance after rebuilding in the event of destruction.

Section 2. Easements Retained by Developer.

A. Roadway Easements. (1) Developer reserves for the benefit of itself, its successors and assigns, and all future owners of all or any portion of the Area of Future Development, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the Project and the Area of Future Development. Developer further reserves the right during the Development Period to install temporary construction roadways and access ways over the General Common Elements in order to gain access to the Project and the Area of Future Development from a public road. The owners of all or any part of the Area of Future Development whose means of access to the public roads known as Dixie Highway, Baldwin Road, McClelland Road or Vassar Road is over the roads in the Project shall pay a portion of the costs and expenses of maintenance, repair and replacement of the roads and entranceways in the Project equal to the product obtained by multiplying those costs and expenses by a fraction the numerator of which is the number of dwelling units outside the Project that are serviced by those roads and the denominator of which is the total number of dwelling units (including those within the Project) serviced by those roads.

(2) The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right subsequent to that period, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the General Common Element roadways in Woodfield. That right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B, recorded in the Genesee County Records.

(3) The Developer reserves the exclusive right until the lapse of the Development Period to maintain, repair, replace, decorate and landscape the public road entranceways to the Project. The nature, extent and expense of maintenance, repair, maintenance, replacement, decoration and landscaping shall be at the sole discretion of the Developer. All costs and

expenses of initial installation of decorations and landscaping shall not be costs and expenses of administration and operation of the Condominium, but shall be borne by the Developer. All costs and expenses of maintenance, repair, maintenance, replacement, decoration and landscaping other than for the initial installation of those improvements shall be costs and expenses of operation and administration of the Condominium. As used in this Paragraph (3), the term "entranceways" shall include but shall not be limited to the paved portions of the General Common Element roads and General Common Element land areas including but not limited to median strips and planting and green areas located within 1,000 feet of the respective centerlines of the public roads known as Dixie Highway, Baldwin Road, Vassar Road and McClelland Road. After expiration of the Development Period or when Developer assigns to the Association or to another person the Developer's rights under this Paragraph A(3), the Association shall have the responsibility for maintenance, repair, replacement, decoration and landscaping of the entranceways to the extent those areas are General Common Elements for which the Association would otherwise have those responsibilities under the Master Deed and Bylaws for the Project.

B. Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of all or any portion of the Area of Future Development, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event the Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, 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.

C. Granting Utility Rights to Agencies. The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B recorded in the Genesee County Records.

D. Developer's Right of Use. The Developer, its successors and assigns, agents and employees, may maintain facilities as necessary on the Condominium Premises to facilitate the construction, development and sale of the Units including offices, models, storage areas, maintenance areas and parking. The Developer shall also have the right of access to and over the Project to permit the construction, development and sale of the Units.

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 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 that may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development Period has not expired.

Section 4. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements 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.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development Period, shall have the power to grant 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. However, the Board of Directors shall not enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing that 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. Nature Preservation and Wetlands Area Easement. Certain portions of the Condominium, including certain Limited Common Element Yard Areas, may have been designated on the Condominium Subdivision Plan as "Nature Preservation and Wetlands" areas. The areas have been created for the benefit of the Michigan Department of Natural Resources and are not to be disturbed either by fill, clearing of trees or construction of any improvements without the prior approval of the Michigan Department of Natural Resources. Decks and other similar amenities may be permitted to be constructed in Nature Preservation and Wetlands areas only if approved by the Developer or the Association as required by the Bylaws.

Section 7. The Captain's Club at Woodfield Easement. Members and guests of the adjoining golf course known as the "Captain's Club at Woodfield" shall have the right to enter the General Common Element lawn area and roads of the Condominium Premises for the sole purpose of retrieving golf balls that land within the Condominium Premises. This easement does not permit members and guests of the Captain's Club at Woodfield to enter or cross over any other General Common Elements, or on Limited Common Elements or Units without the permission of the Co-owner of the Unit involved. Golf balls that enter the Condominium Premises shall be considered "out-of-play" and shall not be played from within the Premises.

Section 8. Other Community Easements. The Developer or the Association shall have the right to grant any other easements on the General Common Elements that are necessary or desirable for development, community usage, coordinated maintenance and operation of the Woodfield community and to confer responsibilities and jurisdiction for administration and maintenance of those easements upon the administrator of the Woodfield community.

ARTICLE X: RECREATIONAL FACILITIES

Section 1. Election to Construct. The Developer may, in its sole discretion, construct recreational facilities in any portion of the Condominium or in any adjacent or proximate areas designated for future development under the Planned Unit Development approved by the Townships of Grand Blanc and Holly, including, but not limited to, swimming pool, community building, park areas, picnic areas, hiking trails, or other related amenities ("Recreational Facilities"). The Developer may provide, by amendment to this Master Deed, that the owners of Units in the Project may use the Recreational Facilities and, in connection therewith, may provide that the owners of Units in the Project shall be responsible for payment of a proportionate share of the costs of maintenance, repair and replacement of the Recreational Facilities, which shall be expenses of the administration of the Condominium. The Developer has no obligation to construct any Recreational Facilities. Final determination of the design, layout and location of the Recreational Facilities, if constructed, will be at the sole discretion of the Developer.

Section 2. Rights of Use. It is intended that the Recreational Facilities, if constructed, will be used by the Co-owners of Woodfield and any development proposed for the adjacent portions of the Planned Unit Development approved by the Townships of Grand Blanc and Holly, but not exceeding the total number of Units approved for the Planned Unit Development and not less than 26 Units. Those facilities may be utilized by the occupants of Units in the Project and the occupants of the Planned Unit Development only to the extent provided by the Developer. The costs of maintenance, repair and replacement of the Recreational Facilities shall be borne proportionately by all of those intended users. The Co-owners shall be responsible from time to time for payment of a proportionate share of those expenses equal to the product resulting from

multiplying those expenses by a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is sum of the number of Units plus all other dwelling units on the Planned Unit Development who benefit from those facilities.

ARTICLE XI: AMENDMENT. This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except that:

Section 1. Modification of Units or Common Elements. A Unit's dimensions, and the nature, extent and the responsibility for maintenance, repair or replacement of its appurtenant Limited Common Elements may not be modified in any material way without the written consent of the Co-owner and mortgagee of that Unit.

Section 2. Mortgagee Consent. A proposed amendment that would materially alter or change the rights of mortgagees generally 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 1 year after expiration of the Development Period, the Developer may, without the consent of any Co-owner or any other person, amend the Condominium Documents to correct survey or other errors and make other amendments that do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner, the corresponding proportion of common expenses assessed against him and the percentage of value assigned to his Unit shall not be modified without his and his mortgagee's written consent of that Co-owner and his mortgagee's consent, except as otherwise provided in the Condominium Documents.

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 Period, the Master Deed and Exhibits A and B shall not be amended or modified without the written consent of the Developer.

ARTICLE XII: ASSIGNMENT. The Developer may assign any or all of its rights or powers under the Condominium Documents or law, to another person or the Association by an appropriate written document duly recorded in the office of the Genesee County Register of Deeds."

2. The First Amended Bylaws of Woodfield, as attached to and made a part hereof as Exhibit A, shall replace and supercede the Bylaws of Woodfield as previously recorded, and the previously recorded Bylaws of Woodfield shall be of no further force or effect.

3. In all respects other than as hereinabove indicated, the originally recorded and previously amended Master Deed of Woodfield, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

WOODFIELD DEVELOPMENT

GROUP

LIMITED PARTNERSHIP,
a Michigan Limited Partnership
by PARAGON

/s/
George F. Rizik, II
DEVELOPMENTS INCORPORATED,

General Partner,

a Michigan corporation

/s/
Tammy Jo Reitano

By: /s/
Brian A. Mansour, President

[acknowledgement appears on next page]

STATE OF MICHIGAN)
SS.
COUNTY OF GENESEE)

On this 14th day of December, 1993, the foregoing Master Deed was acknowledged before me by Brian Mansour, President of Paragon Development Incorporated, a Michigan corporation, on behalf of said corporation, as General Partner of Woodfield Development Group Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.

/s/

George F. Rizik, II
Notary Public, Genesee County, Michigan

My commission expires:
03/06/96

Drafted by and when
recorded return to:
George F. Rizik, II (P30595)
Attorney at Law
Rizik & Rizik, P.C.
5405 Gateway Centre, Suite A
Flint, Michigan 48507
(313) 767-8200
d:\wp51\gfr\woodfiel\mastdeed.am2
November 16, 1993
December 2, 1993
December 14, 1993

THIRD AMENDED MASTER DEED OF
WOODFIELD
AND REPLAT NO. 1 OF GENESEE COUNTY
CONDOMINIUM SUBDIVISION PLAN NO. 115

Woodfield Development Group Limited Partnership, a Michigan Limited Partnership, whose address is 5540 Woodfield Ct., Grand Blanc, Michigan 48439, being the developer of Woodfield, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 1551, Pages 8555 through 8617, and amendments thereto recorded at Liber 1551, Pages 8618 through 8620 and Pages 8954 through 8983, Genesee County Records, and known as Genesee County Condominium Subdivision Plan No. 115, hereby amends the Master Deed of Woodfield pursuant to the authority reserved in Articles VII and XI thereof for the purposes of enlarging the condominium project from 26 units to 81 units by the addition of the land described in Paragraph 1 below, and reallocating the percentages of value set forth in Article V, Section 2 of the Master Deed. Upon the recording of this amendment in the office of the Genesee County Register of Deeds, the Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land is added to the condominium project by this amendment:

Part of Sections 35 and 36, T6N-R7E, Grand Blanc Township, Genesee County, Michigan, described as beginning at a point which is S 88E50'05" W along the North line of said Section 36, 1328.57 feet and S 00E54'04" E, 1321.79 feet and S 88E56'21" W, 882.40 feet and S 27E19'17" W, 266.98 feet and S 49E59'57" W, 124.63 feet and S 60E48'52" W, 173.98 feet and S 42E40'18"W, 432.69 feet and S 68E59'24" W, 103.67 feet and along a curve to the left with a radius of 1167.00 feet, a central angle of 09E56'18" and a long chord bearing and distance of S 16E39'51" E, 202.17 feet and S 21E38'00" E, 40.00 feet from the North 1/4 corner of said Section 36; thence from said point of beginning continuing S 21E38'00" E, 125.00 feet; thence along a curve to the left with a radius of 243.63 feet, a central angle of 68E19'00" and a long chord bearing and distance of S 55E47'30" E, 273.59 feet; thence S 89E57'00" E, 66.00 feet; thence along a curve to the right with a radius of 112.00 feet, a central angle of 27E54'00", and a long chord bearing and distance of N 14E00'00" E, 54.00 feet; thence N 27E57'00" E, 110.43 feet; thence S 89E57'00" E, 156.72 feet; thence S 78E14'15" E, 103.76 feet; thence S 66E10'16" E, 137.23 feet; thence S 54E06'16" E, 137.23 feet; thence S 42E02'17" E, 137.23 feet; thence S 33E05'07" E, 121.86 feet; thence S 57E29'00" W, 160.00 feet; thence along a curve to the right with a radius of 483.00 feet, a central angle of 50E07'22", and a long chord bearing and distance of S 07E27'19" E, 409.19 feet; thence S 72E23'38" E, 102.04 feet; thence S 37E10'09" E, 287.37 feet; thence S 59E28'00" E, 413.25 feet; thence S 72E22'00" E, 383.42 feet; thence S 32E42'22" W, 155.34 feet; thence S 72E22'00" E, 196.23 feet; thence along a curve to the left with a radius of 227.00 feet, central angle of 122E43'00", and a long chord bearing and distance of N 46E16'30" E, 398.45 feet; thence along a curve to the right with a radius of 259.00 feet, a central angle of 33E41'00", and a long chord bearing and distance of N 01E45'30" E, 150.08 feet; thence N 18E36'00" E, 151.97 feet; thence along a curve to the right with a radius of 733.00 feet, a central angle of 10E46'00", and a long chord bearing and distance of N 23E59'00" E, 137.54 feet; thence N 29E22'00" E, 232.42 feet; thence N 60E38'00" W, 122.00 feet; thence along a curve to the right with a radius of 245.50 feet, a central angle of 09E20'07", and a long chord bearing and distance of N 55E57'56" W, 39.96 feet; thence S 38E42'07" W, 180.00 feet; thence N 31E03'20" W, 218.31 feet; thence N 05E02'26" W, 195.49 feet; thence N 21E27'30" W, 114.82 feet; thence N 64E34'35" W, 118.49 feet; thence N 88E10'08" W, 197.48 feet; thence N 40E09'25" W,

337.07 feet; thence N 59E36'07" E, 328.57 feet; thence S 69E42'28" E, 435.80 feet; thence S 45E13'19" E, 225.19 feet; thence S 21E06'21" E, 269.25 feet; thence S 85E20'01" W, 169.89 feet; thence along a curve to the right with a radius of 394.80 feet; a central angle of 07E43'58", and a long chord bearing and distance of S 00E48'00" E, 53.24 feet; thence along a curve to the left with a radius of 179.50 feet, a central angle of 63E42'00", and a long chord bearing and distance of S 28E47'00" E, 189.44 feet; thence S 60E38'00" E, 122.00 feet; thence along a curve to the left with a radius of 857.00 feet, a central angle of 30E47'00", and a long chord bearing and distance of N 13E58'30" E, 454.92 feet; thence N 01E25'00" W, 294.52 feet; thence along a curve to the right with a radius of 258.00 feet, a central angle of 54E00'00", and a long chord bearing and distance of N 25E35'00" E, 234.26 feet; thence S 37E25'00" E, 66.00 feet; thence along a curve to the left with a radius of 192.00 feet, a central angle of 54E00'00", and a long chord bearing and distance of S 25E35'00" W, 174.33 feet; thence S 01E25'00" E, 294.52 feet; thence along a curve to the right with a radius of 923.00 feet, a central angle of 30E47'00", and a long chord bearing and distance of S 13E58'30" W, 489.96 feet; thence S 29E22'00" W, 298.42 feet; thence along a curve to the left with a radius of 667.00 feet, a central angle of 10E46'00", and a long chord bearing and distance of S 23E59'00" W, 125.15 feet; thence S 18E36'00" W, 151.97 feet; thence along a curve to the left with a radius of 193.00 feet, a central angle of 33E41'00", and a long chord bearing and distance of S 01E45'40" W, 111.84 feet; thence along a curve to the right with a radius of 293.00 feet; a central angle of 122E43'00" , and a long chord bearing and distance of S 46E16'30" W, 514.29 feet; thence N 72E22'00" W, 260.96 feet; thence S 40E26'30" W, 91.63 feet; thence S 78E05'26" W, 127.18 feet; thence N 74E24'44" W, 91.10 feet; thence N 11E20'29" E, 151.95 feet; thence along a curve to the right with a radius of 687.00 feet, a central angle of 10E29'46", and a long chord bearing and distance of N 64E42'53" W, 125.68 feet; thence N 59E28'00" W, 360.00 feet; thence along a curve to the right with a radius of 708.00 feet, a central angle of 11E50'00", and a long chord bearing and distance of N 53E33'00" W, 145.96 feet; thence N 47E38'00" W, 70.00 feet; thence along a curve to the right with a radius of 267.00 feet; a central angle of 70E03'00", and a long chord bearing and distance of N 12E36'30" W, 306.48 feet; thence along a curve to the left with a radius of 417.00 feet, a central angle of 54E56'00", and a long chord bearing and distance of N 05E03'00" W, 384.67 feet; thence N 32E31'00" W, 82.14 feet; thence along a curve to the left with a radius of 426.84 feet, a central angle of 02E45'56", and a long chord bearing and distance of N 33E53'58" W, 20.60 feet; thence S 54E43'04" W, 134.00 feet; thence N 49E31'29" W, 72.71 feet; thence N 77E35'39" W, 32.79 feet; thence S 01E11'22" E, 67.23 feet; thence S 49E40'45" W, 79.80 feet; thence S 57E21'39" W, 68.99 feet; thence S 76E35'51" W, 84.79 feet; thence N 86E30'10" W, 76.23 feet; thence N 58E58'40" W, 87.11 feet; thence N 24E03'53" W, 124.00 feet; thence N 06E31'48" E, 220.00 feet; thence along a curve to the right with a radius of 309.63 feet, a central angle of 61E50'12", and long chord bearing and distance of N 52E33'06" W, 318.19 feet; thence N 21E38'00" W, 125.00 feet; thence N 68E22'00" E, 66.00 feet to the point of beginning; containing 28.22 acres.

2. The percentages of value for Units 1-81 shall be determined according to Article V, of the Master Deed of Woodfield as orignally recorded and previously amended.

3. Amended sheet 1 of the Condominium Subdivision Plan of Woodfield, as attached hereto, shall replace and supersede sheet 1 of the Condominium Subdivision Plan of Woodfield as originally recorded and previously amended, and the originally recorded and previously amended

sheet 1 shall be of no further force or effect. The legal description on amended sheet 1 shall replace and supersede the description of the premises contained in Article II of the originally recorded and previously amended Master Deed. Sheets 6 through 12, inclusive of the Condominium Subdivision Plan of Woodfield, as attached hereto, shall be added to and supplement the Condominium Subdivision Plan of Woodfield as originally recorded and previously amended, and as amended hereby.

4. In all respects other than as hereinabove indicated, the original Master Deed of Woodfield, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, and as previously amended, is hereby ratified, confirmed and redeclared.

[signatures appear on next page]

Dated: May 20, 1996

WITNESSES:

Woodfield Development Company Limited Partnership
a Michigan Limited Partnership
by: Paragon Developments, Incorporated,
a Michigan Corporation, General Partner

_____
George F. Rizik, II

by:
Brian A. Mansour, its President

Tammy Jo Reitano

STATE OF MICHIGAN)
:SS
COUNTY OF GENESEE)

The foregoing instrument was acknowledged before me on May 20, 1996, by Brian A. Mansour, president of Paragon Developments, Incorporated, a Michigan corporation, the corporate general partner of Woodfield Development Company Limited Partnership, a Michigan Limited Partnership, on behalf of the Limited Partnership.

George F. Rizik, II
Notary Public
Genesee County, Michigan
My Commission Expires: 09/23/2000

DRAFTED BY AND WHEN RECORDED RETURN TO:

Rizik & Rizik, P.C.
George F. Rizik, II (P30595)
Attorneys at Law
5405 Gateway Centre
Suite A
Flint, MI 48507
(313) 767-8200
D:\WP51\GFR\BMANSOUR\WOODFIEL\CONDO\MASTDEED.AM3

FOURTH AMENDED MASTER DEED
OF WOODFIELD

Woodfield Development Group Limited Partnership, a Michigan Limited Partnership, whose address is 5540 Woodfield Ct., Grand Blanc, Michigan 48439, being the Developer of Woodfield, a condominium project established pursuant to the Master Deed thereof, recorded on March 25, 1993, in Liber 1551, Pages 8555 through 8617, Genesee County Records, and amendments thereto recorded at Liber 1551, Pages 8618-8620, Liber 1551, Pages 8954-8983, and Liber 3306, Pages 346-360, and known as Genesee County Condominium Subdivision Plan No. 115, hereby amends the Master Deed of Woodfield pursuant to the authority reserved in Article X thereof for the purposes modifying Article II of the Bylaws of Woodfield. The legal description of the land currently included in the Project is set forth in the attached **Exhibit RE**, which is made a part of this amendment. Upon the recording of this Amendment in the Office of the Genesee County Register of Deeds, the Master Deed shall be amended in the following manner:

1. The following provision, designated as Article II, Section 17, is added to the Bylaws of Woodfield:

> "Section 17. Building and Architectural Rules and Restrictions. The Board of Directors of Woodfield, as the governing body of the Condominium Association, and the Developer have established these Rules and Regulations consistent with the Master Deed and Bylaws in order to provide guidelines for the development and management of Woodfield as a premier residential community for the highest benefit and enjoyment of its residents.
>
> Woodfield was conceived as an exceptional setting for traditional homes of architectural excellence in a village environment. The residential village neighborhoods created by the developer have been integrated into the woodlands, meadows, streams and wetlands of the site. This natural richness is complemented by the splendid golf course winding throughout Woodfield, which serves to unify the villages while providing individual character and privacy for each of the neighborhoods.
>
> It is the intent of these Rules and Regulations to insure that Woodfield is developed in the highest quality manner in harmony with the design goals for the village communities by providing helpful guidance to future residents on the architectural design, landscape design and construction of their homes. Further, these Rules and Regulations are intended to ensure that the community is very well maintained, that the value of the residences is protected, and that Woodfield is a very enjoyable place to live.
>
> **A. ARCHITECTURAL DESIGN GUIDELINES**
>
> The residential communities of Woodfield have been conceived as interconnected "Villages" containing homes of traditional architecture in a small town setting with sidewalks, lampposts and vertical curbs at the street. The intent is to incorporate the timeless elegance of older homes and their classic architectural detailing with today's modern open and spacious interiors. The goal for the community is to capture the aesthetic charm of the small New England and Midwest village environment while providing for the needs of the modern family.
>
> The Office of the Developer of Woodfield is available to assist the future homeowners in achieving the "Village" goal with the architectural and landscape design of their individual residences. Homeowners are strongly encouraged to involve the Developer in the design process from the earliest stages to take advantage of its expertise and ensure a smooth approval process.
>
> The following guidelines have been established to assist the homeowners and their architects and builders in the design of homes in Woodfield:

1. Exterior Architecture. The exterior of all homes shall be traditional in design to be harmonious with the "Village" concept for the community. The full range of traditional styles is permitted, including Georgian, English, French and American Country, English and French Tudor, the various Cottage styles, the various Southern styles, American Colonial (but not "modern" Colonial), Federal or other traditional style acceptable to the Developer and compatible with the design goals for the community.

2. Rear Facade. The rear exteriors of the residences in Woodfield are to be architecturally consistent in style and quality with the other facades of the residence.

3. Exterior Building Materials. The exterior walls of all residences shall be of brick, stone or individual board natural wood siding. Texture 1-11, aluminum and vinyl siding is prohibited. All windows must be of high quality wood frame, wood clad, vinyl clad or solid vinyl construction; metal windows are prohibited. Natural cement stucco or similar materials such as "Dryvit" may be approved, but must be used in a traditional manner architecturally. Exterior colors are to be compatible with traditional village architecture and must be approved by the Developer.

4. Roofing Materials and Pitch. Roofs shall be constructed of cedar shakes, cedar shingles, cementitious tile, slate or good quality asphalt shingle with design, color and material approved by the Developer and compatible with the village architecture design concept for the community. White or light colored roofs are not permitted. No single-level flat roofs shall be permitted on the entire main body of any dwelling, building or other structure, including outbuildings. Flat roofs may be installed over Florida rooms, porches or patios if they are architecturally compatible with the residence, but only if they are approved by the Developer. The pitch of any proposed roof shall be depicted on plans submitted to the Developer and the degree of pitch acceptable shall be at the Developer's discretion. No white or light colored roofs shall be permitted.

5. Minimum Size. For Units 1-26, inclusive, each residence must contain a minimum livable floor area of 2,000 square feet for a ranch style home, 2,300 square feet for a one and one-half story home and 2,600 square feet for a two story home. For Units 27-81, inclusive, each residence must contain a minimum livable floor area of 1,600 square feet for a ranch style home and 1,850 square feet for a multiple story home. For all Units, garages must be attached to the residence and shall accommodate at least two (2) cars.

6. Setbacks. All residences shall be located within the setback and sidelot requirements of the local zoning ordinance and the planned unit development requirements applicable to Woodfield.

7. Garage location. Garages' side entries shall be located on the side designated by the Developer in accordance with the curb cut provided at the street for the driveway. Front entry garages are not permitted.

8. Roof Vents. Plumbing vents, metal vents, caps, stacks and flashings shall be painted to match the roof color or painted black. No white vents or stacks are allowed.

9. Exterior Doors. Uniqueness in the design of front entry doors is strongly encouraged due to the architectural importance of this component in the overall appearance of a residence. Attractive and architecturally compatible screen/storm doors may be installed and are encouraged to allow front doors to remain open during pleasant weather. Natural aluminum colored storm doors are not allowed due to their unattractive appearance. The color and style of the exterior doors, including screen/storm doors, is to be approved by the Developer.

10. Chimneys. All chimneys shall have flues lining their entire height which are enclosed by brick or stone or other approved material. Prefabricated metal chimneys are not permitted. Uniqueness in chimney design is strongly encouraged.

11. Foundations. Exterior brick, stone or treated wood siding must extend to within eight inches of ground level to cover all block or concrete foundation walls, which must not be exposed at any area of a residence. Foundation vents, if used, shall be unobtrusive and painted or stained to blend into the exterior building materials.

12. Air Conditioning Units. No window or wall mounted air conditioners are permitted. All exterior air conditioning equipment shall be located as to minimize noise to adjacent homes and shall be screened by landscaping so as to not be visible from the road or adjacent residences.

13. Driveways. Driveways shall be constructed of asphalt paving, brick pavers or other approved paving materials. Common concrete paving is not permitted. Driveways shall generally be located at least eight (8) feet from the side lot line from the road to a point fifteen (15) feet into the site so as to permit landscaping along both sides of the base of the driveway. Asphalt driveways are to be sealcoated at least once every three years, unless waived by the Developer.

14. Basketball Hoops. The type, style and location of basketball hoops shall be approved by the Developer. Hoops shall be located as to be as unobtrusive as possible. Hoops and poles shall not be located forward of the front of a residence.

15. Mailboxes. A single mailbox design will be specified by the Developer to maintain a consistent, aesthetically pleasing appearance throughout the community.

16. Lighting. Lighting fixtures attached to residences or courtyard walls are to be complementary to the architecture of the residence. Homeowners may install a lamppost of traditional design, with the lamp controlled by an automatic photocell switch, in the front yard area of their homesite. Lighting fixtures and lamppost designs are to be submitted to and approved by the Developer prior to installation.

17. Address Blocks. Each home shall incorporate either an address block constructed of granite, limestone or similar material, and containing the carved numerals of the address of the residence or individual heavy brass numerals appropriately placed in the front exterior area of the residence. Plastic or thin metal numerals are not permitted.

18. Fences and Walls. Fences, walls and hedges appropriate to a "Village" setting are strongly encouraged. Fences and walls must be designed in a manner compatible with the architecture of the residence and shall be submitted for approval to the Developer. The typical height of a fence, wall or hedge shall not exceed 4 feet. Fences enclosing in-ground swimming pools shall be a maximum of four (4) feet in height, constructed of materials and in a style appropriate to the character of the residence. Chain link fences are not permitted. All retaining walls shall be of stone or approved masonry materials. Wooden tie walls are not allowed.

19. Swimming Pools. Only in-ground, aesthetically pleasing pools are permitted subject to the Developer's written approval. All pool areas shall be visually screened with landscaping and all mechanical equipment shall be concealed from view. Fencing around pools may consist of wrought iron/aluminum type or wood fencing architecturally compatible with the village design concept and is to be approved by the Developer.

20. Spas. Free standing, above ground spas not integrated into in-ground swimming pools shall be unobtrusively located close to the rear of the residence within a deck or

patio area. Spas shall be visually screened from adjacent homesites by landscaping or other manner approved by the Developer, and all mechanical equipment shall be fully concealed.

21. Dog Kennels and Runs. Generally, dog kennels or runs are not permitted due to their unattractive appearance, unless approved by the Developer in writing in exceptional circumstances and where they can be completely screened from view.

22. Lawn Sculptures. No lawn ornaments, fountains, sculptures or statues shall be placed on any homesite without the prior written approval of the Developer.

23. Outdoor Playsets. Outdoor playground equipment shall be located in the rear yards of residences so as not to be visible from the road, and shall not be obtrusive to adjacent homesites. Equipment shall be primarily of wood construction; metal playsets are not permitted. Location and size of playsets are to be approved by the Developer.

24. Utility Meters. All Gas and Electric meters shall be hidden from view so as not to be visible from the road or adjacent sites.

25. Windows and Draperies. All windows shall be manufactured of at least double-glazed glass with mullions between the panes of glass. Removable mullions are not allowed. Care shall be taken with the use of window draperies to ensure that the lining visible from the exterior of the residence is either white, off-white or blends with the exterior of the home as to be unobtrusive.

26. Computerized Home Management Systems. Homeowners are encouraged to explore the new computerized central home management system for lighting, security, communications, entertainment, energy management and regulation of home products, also known as "smart house" technology. This innovative system, which requires that unique electrical wiring be installed in place of conventional wiring at the time of home construction, is likely to become standard in upscale homes in the near future and may add substantial value and marketability to the home. Since it is difficult or impossible to retrofit the necessary wiring within the interior walls of a residence after construction is completed, homeowners should give careful consideration to installation of the interior wiring to preserve the option of installing system components.

B. LANDSCAPING GUIDELINES

The inclusion of the landscape architect or designer in the earliest stages of the residential design process as part of the design team is strongly encouraged. Proper landscape design, installation and maintenance is very important in creating an enjoyable, beautiful environment. Good landscape design incorporates the natural attributes of the homesite in terms of topography and existing plantings, and then enhances those features to create an environment most appropriate for the architecture and setting of a particular residence. Successful landscaping greatly increases the beauty and marketability of a residence and improves the quality of life for the homeowner as well as the entire community.

Landscaping for residences in Woodfield should be designed with the intent of meeting the goals of creating a village environment. Front entry walks should extend to the sidewalk near the street. Front yard landscaping should extend to the roadway, and courtyards, hedges, low stone or masonry walls, rich paving materials and other features promoting the classical village setting should be incorporated into the landscape design. Landscape plans will be reviewed on the basis of meeting the village architectural design concept and must be approved by the Developer prior to commencement of home construction.

1. Preservation of Trees. Every effort must be made to preserve existing trees on a residential homesite, and to design the location of walks, drives, residences and other improvements in a manner which limits the number of trees to be removed. No trees measuring three (3) inches or more in diameter at eye level may be removed without the Developer's written approval. Remaining trees shall be carefully protected during the construction process by erection of protective barriers to avoid physical damage and, in particular, compaction of the soil over the root systems. Excavation and fill near existing trees shall only be done after appropriate measures are undertaken to ensure that the trees are preserved.

2. Planting Material Sizes. Planting materials are to be of high quality and substantial size to provide a degree of maturity to the appearance of the landscaping immediately upon installation. Evergreen trees should be a minimum of eight (8) feet in height, and canopy trees should have a minimum caliper of three (3) inches.

3. Lawn Areas. All areas of a residential homesite not landscaped with plant materials or hard surfaces shall be established as lawn areas by sodding or hydroseeding.

4. Flower Beds. All landscape plans shall include areas in the front yard for planting of annual and perennial flowers to provide for pleasing seasonal color.

5. Edging and Mulching Materials. The use of natural cut sod edging to define planting beds is strongly encouraged. Edging material made of steel or aluminum , but not plastic, may be used if desired. Mulching material shall consist of premium dark shredded bark, bark chips or sphagnum peat moss. Wood chips or stones shall not be used as mulching materials.

6. Berms and Boulders. The creation of landscaped berms, boulder outcroppings, raised beds and other creative landscape design is strongly encouraged.

7. Hedges, Courtyard Walls and Fences. The creative use of these materials can be very effective in achieving a "Village" setting for residences in Woodfield, and their use is encouraged.

8. Irrigation. An underground sprinkler system shall be installed to service, at a minimum, all lawn areas and flower beds on each residential homesite. Separate irrigation zones for shrub beds, flower beds, and lawn areas are recommended due to differing irrigation requirements for good plant health.

9. Landscape Screening. All exterior air conditioning equipment, utility meters and utility boxes must be screened from view from the road and adjacent residences. The garage doors of a residence must be visually screened from view from the road to the greatest extent possible by placing evergreen landscape materials in strategic positions.

10. Retaining Walls. All retaining walls shall be of stone or approved masonry materials. Wooden tie walls are not allowed.

11. Landscape Lighting. Subdued lighting which highlights landscape features and architectural elements is strongly encouraged. Lighting shall be artful, aesthetically pleasing and unobtrusive, with careful attention given to both high quality lighting fixtures and the effects of the lighting itself. Landscape lighting design shall be submitted to the Developer for review and approval prior to installation.

12. Pavement Materials. Driveways are to be constructed of asphalt paving, brick pavers or other approved paving materials. Common concrete driveways are not

allowed. Sidewalks and patios may be constructed of normal concrete: however, brick pavers, dark tinted exposed aggregate concrete, flagstone slate, or other approved richly textured material is encouraged as an alternative, subject to approval by the Developer.

13. Completion of Landscaping. Landscape installation must be completed within ninety (90) days after initial occupancy of a residence or, in the case of model homes, within ninety (90) days after the exterior of the residence has been substantially completed, weather permitting.

14. Landscaping Revisions. Any significant additions, deletions or revisions to landscaping after the initial installation shall be submitted to the Developer for review and approval.

15. Vegetable Gardens. Vegetable gardens may be installed and maintained but shall not exceed 100 square feet in area. No vegetable plant shall exceed two feet in height.

C. ARCHITECTURAL APPROVAL PROCESS

The design and construction of all residences and associated improvements, including decks, pools, walks, patios, gazebos, etc., and also including the design and installation of landscaping and driveways, is subject to the Architectural Control Approval process as described below. It is the goal of the Developer to promote traditional residential architecture of the highest caliber in a "Village" setting while preserving and enhancing the natural attributes of the homesites to the greatest extent possible.

The very best and most cost-effective residences are the result of the architect, landscape designer, engineer, builder and homeowner working together as a team; this approach is strongly encouraged in Woodfield.

Review Procedure. A three-step submittal process is required to obtain approval for the construction of a residence in Woodfield. Written approval from the Developer is required for each of the three steps as follows:

a. Conceptual Approval. The future homeowner is encouraged to involve the Developer in the design of the residence at the earliest possible stages. Submittal of sketches, photographs or renderings are normally sufficient to determine if the proposed residence will be within the design goals of the traditional "Village" architectural concept for the community.

b. Preliminary Approval. Two copies of the following materials shall be submitted to obtain Preliminary Approval for a residence in Woodfield:

1. Exterior elevation drawings for all sides of the proposed residence.

2. A preliminary floor plan.

3. A preliminary site plan locating the proposed residence on the site survey.

4. An indication of the exterior materials to be used to construct the proposed residence. A materials/color board is helpful in visualizing the interplay of materials and colors.

c. Final Approval. Three copies of the following materials shall be submitted to obtain Final Approval for a residence in Woodfield:

1. A Site Plan showing existing and proposed grades, the location of the proposed residence, drives and other improvements on the homesite, and the location of all trees exceeding three (3) inches in diameter at eye level.

2. A complete set of construction plans for the proposed residence.

3. A complete description of exterior building materials and colors including actual samples of brick and roofing.

4. A construction schedule.

Upon approval, two signed copies of the plans and documents will be returned to the owner who may then apply to the Township for a building permit.

D. CONSTRUCTION REGULATIONS

The construction process in Woodfield is carefully controlled to minimize inconvenience and disruption to existing residents and to maintain the excellent image and reputation of all who are associated with this development.

1. Accountability. The builder and landscaper shall designate a construction superintendent at the start of construction who will be responsible for supervising adherence to the Construction Regulations and all other applicable condominium documents.

2. Cleanliness. Throughout the course of construction, the job site shall be maintained in an clean and orderly manner. All trash and debris shall be promptly deposited in a dumpster located as unobtrusively on the site as possible. Burning of trash and debris is prohibited. The road surface in the vicinity of the job site shall be kept clean of mud, trash and debris at all times. Violation of cleanliness regulations will result in forfeiture of builders' and landscapers' deposits, and other remedies will be promptly taken.

3. Construction Hours. Construction hours are from 8:00 A.M. to 6:00 P.M. Monday through Saturday except holidays. No construction activities are permitted during the evening or on Sundays.

4. Lot Clearing. Absolutely no clearing of trees or brush shall be done until construction and landscaping plans have been formally approved in writing by the Developer, the builder's deposits have been posted and a building permit has been issued by the Township. All trees marked for preservation on the site plan and landscaping plan must be protected with barriers to avoid compaction over the roots and physical damage. Trees to be removed shall be marked for field inspection and approval obtained from the Developer prior to removal. Logs, stumps and brush shall be immediately removed from the job site.

5. Construction Area. All construction, including access by construction vehicles and equipment, shall be confined to the boundaries of the homesite under construction. Adjacent homesites may not be used for parking, storage or access.

6. Construction Parking. All construction personnel shall park their vehicles either on the residential site under construction or on the roadway along the curb in the immediate vicinity. Vehicles may <u>not</u> be parked on the grass behind the curb or on adjacent lots to prevent damage to the grassed areas along the road.

7. Excavation. Dirt excavated for basements that is temporarily stored on the homesite during foundation construction shall not be placed over the roots of trees intended to be preserved in order to avoid soil compaction and root damage.

8. Construction Materials. Storage of construction materials on the building site shall be done in a neat and orderly manner. Materials shall not be stored on the road, near the curb, or on adjacent sites (even if vacant).

9. Portable Toilet. The builder shall provide a portable toilet at the job site located so as not to be visible from the road until such time as the plumbing of the residence is in working order. Construction personnel shall use this portable toilet exclusively at the job site.

10. Signs. The builder may erect one (1) sign identifying the unit number and builder's name during the construction of a residence as specified by the Developer in terms of size, location, color and content, which will contain the logo for the project. Signs may not be used for advertising purposes.

11. Schedule. Once started, construction shall be prosecuted on a continual basis with completion as soon as practical but, in any event, within twelve (12) months of the time it is commenced. Completion consists of the issuance of a certificate of occupancy from the township.

12. Soil Erosion Prevention. Prior to the start of construction, a construction drive shall be installed at the driveway curb cut for the Unit consisting of a 6-inch deep stone layer at least 12 feet wide and 20 feet long, in order to reduce the amount of dirt carried onto the roads by construction vehicles. The builder shall also be responsible for taking all necessary measures to ensure that soil erosion does not occur during construction.

E. MAINTENANCE AND ACTIVITIES PROVISIONS

In order to safeguard the investment of the residents in Woodfield and preserve the value and marketability of the residences, it is necessary to maintain all elements of the community in excellent physical condition, including roads, yards, buildings, landscaping and all other improvements. Provisions for maintenance have been established in order to accomplish this goal. Additionally, activities which interfere with the enjoyment and rights of others are restricted so as to create a neighborly, pleasant environment for all residents and guests.

1. Pre-Construction Maintenance. Prior to residential construction, all future homesites throughout Woodfield shall be maintained in an aesthetically pleasing condition consistent with the character of the site. The homesite owner shall be responsible for maintaining wooded or grassed areas in a clean, attractive state. Dead or diseased trees or limbs shall be promptly removed.

2. Homesite Maintenance. Each homeowner shall maintain his or her homesite and all improvements that it contains, including the residence, landscaping, lawns, walks, drives, patios, decks, swimming pools, fences and the like in a first class and attractive condition so that an aesthetically pleasing appearance is presented to the community.

3. Lawn Maintenance. Lawns shall be fertilized on a regular basis, kept neatly trimmed and free of weeds, and irrigated during dry periods. Lawn Maintenance Services by outside contractors shall be performed only between the hours of 8:00 A.M. to 6:00 P.M. Monday through Saturday.

4. Landscaping. All shrubs, trees and other landscape materials shall be maintained in an orderly and healthy condition. Unhealthy or dead plantings shall be promptly replaced. Landscaped beds shall be maintained in an attractive condition with regular restoration of shredded bark or peat mulch to prevent weed growth, and beds shall be kept weed-free.

5. Flowers. Flower beds for perennial or annual flowers shall be maintained within the front yard areas of each residence integrated into the landscape design in an attractive and pleasing manner. Flower beds are to be kept weed-free and in excellent condition.

6. Seasonal Protection. Landscape materials are to be maintained in an attractive state throughout the year. Consequently, protection of plantings during the winter by wrapping with burlap or using plastic and polystyrene materials is prohibited because of the unsightly appearance created. Plants may be protected by application of an invisible anti-desiccant such as "Wilt-Pruf".

7. Restricted Activities. No noxious or offensive activity shall be conducted on any homesite that will cause discomfort, annoyance or nuisance to the community or diminish the enjoyment of the residents in any manner whatsoever. Restricted activities include burning of trash or leaves, maintaining noisy or dangerous pets, maintaining skateboard ramps, installation or operation of electronic insect killers, operation of floodlights or other bright lights which are an annoyance to adjacent residents, or any other device or activity which is noisy, unsightly or unpleasant in nature.

8. Vehicles. No vehicles other than personal transportation automobiles, vans and sport/utility vehicles may be parked within the community unless located in garages, including pickup trucks, boats and campers. No vehicles may be parked outdoors if not used on a regular basis.

9. Trash. Trash shall be stored out of sight and placed at the curb for trash pickup no sooner than the evening before the collection day. Trash pickup will be provided by the Township. Trash receptacles shall be removed as soon as possible after trash collection. If trash containers are stored outside, the storage location must be visually screened.

10. Snow Clearing. Snow shall be removed from drives and walks as soon as possible after snowfall.

11. Antennae. Exterior radio antennae, television aerials, satellite dishes or similar reception or transmission devices shall generally be prohibited due to their unattractive appearance.

12. Signs. No "For Sale" sign or any other sign may be erected within the community without permission from the Developer.

F. TRANSFER OF RIGHTS

The responsibilities, obligations and rights reserved to the Developer in these Rules and Regulations will transfer to the Woodfield Association after the end of the Development Period as described in Article XXI of the Bylaws. After that time, the Board of Directors of the Association shall have the responsibility for enforcement and administration of all of the provisions in this document.

G. STANDARDS FOR APPROVAL

1. Standard for Developer's Approvals; Exculpation from Liability. In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be

approved or waived by the Developer, the Developer intends to ensure that the dwellings and other features embodied or reflected therein meet the requirements set forth in the Condominium Documents; however, the Developer reserves the right to waive or modify those restrictions or requirements. In addition to ensuring that all dwellings comply with the requirements and restrictions of the Condominium Documents, the Developer (or the Association, to the extent approval powers are assigned to it by the Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Developer (or the Association) in its sole discretion may determine appropriate or pertinent. The Developer currently intends to take into account the design goals for the Condominium in passing upon plans, designs, drawings, specifications and other submissions. In no event shall either the Developer (or the agents, officers, employees or consultants thereof), or the Association have any liability whatsoever to anyone for any act or omission contemplated by these Rules and Regulations, including without limitation the approval or disapproval of plans, drawings, specifications, elevations of the dwellings, fences, walls, hedges or other structures, whether the alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer or any other person for any decision of the Developer (or alleged failure of the Developer to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Developer reserves the right to approve or waive. The approval of the Developer (or the Association, as the case may be) of a building, structure, improvement or other matter shall not be construed as a representation or warranty that the structure or matter is properly designed or that it is in conformity with the ordinances or other requirements of Grand Blanc Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Owner or any other person of the same (even if known), is hereby disclaimed.

2. Developer's Right to Waive or Amend Restrictions. Notwithstanding anything in these Rules and Regulations to the contrary, the Developer reserves the right to waive any restriction or requirement, if in the Developer's sole discretion it is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Condominium and the Units, or to relieve the Owner of a Unit or a contractor from an undue hardship or expense."

2. In all respects other than as hereinabove indicated, the original Master Deed of Woodfield, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated: August 14, 1996

WITNESSES:

Woodfield Development Group Limited Partnership,

a Michigan Limited Partnership
by: Paragon Developments Incorporated,

a Michigan Corporation, its general partner,

_____
George F. Rizik, II

by_____
Brian A. Mansour, its president

_____
Tammy Jo Reitano

STATE OF MICHIGAN)
) SS.
COUNTY OF GENESEE)

On August 14, 1996, the foregoing Master Deed was acknowledged before me by Brian Mansour, President of Paragon Developments Incorporated, a Michigan corporation, on behalf of said corporation, as General Partner of Woodfield Development Group Limited Partnership, a Michigan limited partnership, on behalf of the limited partnership.

_____
____
George F. Rizik, II
Notary Public, Genesee County, Michigan
My commission expires: 9/23/2000

Drafted by and when
recorded return to:
George F. Rizik, II (P30595)
Attorney at Law
Rizik & Rizik, P.C.
5405 Gateway Centre, Suite A
Flint, Michigan 48507
(810) 767-8200

D:\WP51\GFR\BMANSOUR\WOODFIEL\CONDO\MASTDEED.AM4

FIFTH AMENDED MASTER DEED OF
WOODFIELD
AND REPLAT NO. 3 OF GENESEE COUNTY
CONDOMINIUM SUBDIVISION PLAN NO. 115

Woodfield Development Group Limited Partnership, a Michigan Limited Partnership, whose address is 5540 Woodfield Ct., Grand Blanc, Michigan 48439, being the developer of Woodfield, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 1551, Pages 8555 through 8617, Genesee County Records, a First Amended Master Deed recorded at Liber 1551, Pages 8618 through 8620, Genesee County Records, a Second Amended Master Deed recorded at Liber 1551, Pages 8954 through 8983, Genesee County Records, a Third Amended Master Deed recorded at Master Liber 3306, Pages 346 through 360, Genesee County Records, and a Fourth Amended Master Deed recorded at Master Liber 3373, Pages 264 through 275, Genesee County Records, and known as Genesee County Condominium Subdivision Plan No. 115, hereby amends the Master Deed of Woodfield pursuant to the authority reserved in Articles VII and XI thereof for the purposes of:

A. Enlarging the condominium project from 81 units to 125 units by the addition of the land described in Paragraph 1 below, and

B. Reallocating the percentages of value set forth in Article V, Section 2 of the Master Deed., and

C. Providing for certain additional building restrictions on specific Units of Woodfield that are being added to the Project by this amendment, and

D. Adding provisions for the maintenance, repair and replacement of a Limited Common Element Roadway known as “Andover Court,” and

E. Amending the Condominium Subdivision Plan for Woodfield to depict the Project as enlarged by this amendment.

Upon the recording of this amendment in the office of the Genesee County Register of Deeds, the Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land is added to the condominium project by this amendment:

A Parcel Described as Beginning at a Point Which Is S 88□50'05" W Along The North Line of Said Section 36, 1328.57 Feet And S 00□54'04" E, 1321.79 Feet, And S 88□56'21" W 882.40 Feet And S 27□19'17" W 266.98 Feet And S 49□59'57" W 124.63 Feet And S 60□48'52' W, 173.98 Feet And S 42□40'18" W 411.50 Feet and S 16□52'23" E, 219.26 Feet and S 68□31'41" W, 122.07 Feet And S 21□38'00" E, 156.31 Feet and Thence on a Curve to the Left with a Radius of 243.63 Feet, a Central Angle of 68□19'00" and a Long Chord Bearing and Distance of S 55□47'30" E, 273.59 Feet from the North 1/4 Corner of Said Section 36; Thence from Said Point of Beginning along a Curve to The Right With a Radius of 178.00 Feet, a Central Angle of 27□54'00" And a Long Chord Bearing And Distance of N 14□00'00" E, 85.82 Feet; Thence N 27□57'00" E, 83.00 Feet; Thence N 62□03'00" W, 95.10 Feet; Thence N 16□31'35" E, 62.35 Feet; Thence N 22□26'12" E, 156.31 Feet; Thence N 36□53'13" E, 136.79 Feet; Thence N 58□25'43" E, 245.74 Feet; Thence N 31□14'29" E, 326.19 Feet; Thence N 43□50'03" E, 123.32 Feet; Thence N 23□48'08" E, 126.66 Feet; Thence 71E14' 39" E 313.48 Feet;

Thence N 71□59'00" E, 174.01 Feet; Thence S 59□14'47" E, 72.16 Feet; Thence S 71□15'19" E, 85.91 Feet; Thence Due East; 76.27 Feet; Thence N 75□15'05" E, 78.87 Feet, thence N 57E42'54" E, 75.18 Feet; Thence N 39E45'23" E 89.86 Feet; Thence N 03□28'54" E, 246.64 Feet; Thence N 38□14'22" E 243.90 Feet; Thence S 32□06'12" E, 214.36 Feet;

Thence Along a Curve to The Right With a Radius of 166.00 Feet, a Central Angle of 23□37'45" And a Long Chord Bearing And Distance of N 69□43'08" E 67.98 Feet; Thence N 81□32□00" E, 15.63 Feet; Thence Along a Curve to The Left With a Radius of 833.00 Feet, a Central Angle of 04□32'27" And a Long Chord Bearing And Distance of S 08□28'00" E, 66.00 Feet; Thence S 81□32'00" W, 15.65 Feet; Thence Along a Curve to The Left With a Radius of 100.00 Feet, a Central Angle of 66□43'17" And a Long Chord Bearing And Distance of S 48□10'21" W, 109.98 Feet; Thence S 14□48'43" W 76.10 Feet; Thence Along a Curve to The Right With a Radius of 676.31 Feet, a Central Angle of 37□56'17" And a Long Chord Bearing And Distance of S 33□46'52" W, 439.68 Feet; Thence Along a Curve to The Right With a Radius of 333.00 Feet, a Central Angle of 35□48'05" And a Long Chord Bearing And Distance of S 70□39'03" W 204.71 Feet; Thence S 01□26'55" E, 145.99 Feet; Thence S 54□22'27" W, 278.51 Feet; Thence S 44□35'41" W, 141.80 Feet; Thence S 22□57'23" W, 622.44 Feet; Thence N 33□05'07" W, 111.86 Feet; Thence N 42□02'17" W, 137.23 Feet; Thence N 54□06'16" W, 137.23 Feet; Thence N 66□10'16" W, 137.23 Feet; Thence N 78□14'15" W, 103.76 Feet; Thence N 89□57'00" W, 156.72 Feet; Thence S 27□57'00" W, 110.43 Feet; Thence Along a Curve to The Left With a Radius of 112.00 Feet, a Central Angle of 27□54'00" And a Long Chord Bearing And Distance of S 14□00'00" W, 54.00 Feet; Thence N 89□57'00" W, 66.00 Feet to the Point of Beginning; Containing 20.06 Acres.

2. The percentages of value for Units 1-125 shall be determined according to Article V, of the Master Deed of Woodfield as originally recorded and previously amended.

3. Amended sheets 1, 3, and 5 of the Condominium Subdivision Plan of Woodfield, as attached hereto, shall replace and supersede sheets 1, 3, and 5 of the Condominium Subdivision Plan of Woodfield as originally recorded and previously amended, and the originally recorded and previously amended sheets 1, 3, and 5 shall be of no further force or effect. The legal description on amended sheet 1 shall replace and supersede the description of the premises contained in Article II of the originally recorded and previously amended Master Deed. Sheets 12, 13, 14, 15 and 16 of the Condominium Subdivision Plan of Woodfield, as attached hereto, shall be added to and supplement the Condominium Subdivision Plan of Woodfield, as originally recorded and previously amended and as amended hereby.

4. ARTICLE II, Section 17, Part A, Paragraph 5 of the Bylaws of Woodfield, which is captioned "Minimum Size." is amended in its entirety to read as follows:

"For Units 1-26, Units 82-101, and Units 114-125, each residence must contain a minimum livable floor area of 2,000 square feet for a ranch style home, 2,300 square feet for a one and one-half story home and 2,600 square feet for a two story home. For Units 27-81, inclusive, each residence must contain a minimum livable floor area of 1,600 square feet for a ranch style home and 1,850 square feet for a multiple story home. For Units 102 through 113, inclusive, each residence must contain a minimum livable floor area of 2,800 square feet for a ranch style home, 3,050 square feet for a one and one-half story home and 3,300 square feet for a two story home. For all Units, garages must be attached to the residence and shall accommodate at least two (2) cars."

5. Article IV, Section 2 of the Master Deed of Woodfield, as originally recorded and previously amended, is hereby amended in its entirety to read as follows:

"Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

A. Land. Certain land may be shown on the Condominium Subdivision Plan as Limited Common Element, and is limited in use to the Unit to which it appertains, as shown on Exhibit B.

B. Utility Leads. All utility leads lying within the Homesites are limited in use to the Units serviced by them.

C. Driveways. Private driveways serving individual Units are Limited Common Elements, even if they encroach on the General Common Element land area.

D. Andover Court. The provisions of Article IV, Section 1 notwithstanding, the Roadway serving Units 102-113 that is designated as "Andover Court" on the Condominium Subdivision Plan of Woodfield shall be limited in use and enjoyment to the owners of Units 102-113."

6. Article IV, Section 4 of the Master Deed of Woodfield, as originally recorded and previously amended, is hereby amended in its entirety to read as follows:

Section 4. Responsibilities. The responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are:

A. Co-owner Responsibilities.

1. Homesites. The responsibility for and the costs of maintenance, decoration, repair, replacement and insurance (both property and liability) of each Homesite (including all easement areas located on the Homesite), all improvements on that Homesite (except actual physical improvements that are General Common Elements) and all Limited Common Elements appurtenant thereto shall be borne by the Co-owner of the Unit in that Homesite or to which the Limited Common Element appertains, subject to the maintenance, appearance and other standards contained in the Bylaws and Rules and Regulations of the Association.

2. Utility Services. The responsibility for and cost of maintenance, repair and replacement of all utility laterals and leads within a Homesite shall be borne by the Co-owner of the Unit in that Homesite, except to the extent that those expenses are borne by a utility company or a public authority.

B. Association Responsibilities.

1. Andover Court. The responsibility for the maintenance, repair and replacement of the Limited Common Element Roadway designated as "Andover Court" on the Condominium Subdivision Plan of Woodfield shall be borne by the Association. The foregoing notwithstanding, the costs of maintenance, repair and replacement of Andover Court shall be borne solely by the Co-owners of Units 102-113 by way of the assessments procedure set forth in Article V of the Bylaws of Woodfield. No Unit other than Units 102-113 shall be assessed any amount for the maintenance, repair and replacement of Andover Court.

2. General. The costs of maintenance, repair and replacement of all General Common Elements except the part of the General Common Elements located within a Homesite shall be borne by the Association, subject to any contrary provisions of the Bylaws. The foregoing notwithstanding, the Association may expend funds for landscaping, decoration, maintenance, repair and replacement of the General Common Element roadways, even after any dedication to the public, and such costs and expenses shall be costs of operation and maintenance of the Condominium.

7. In all respects other than as hereinabove indicated, the original Master Deed of Woodfield, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, and as previously amended, is hereby ratified, confirmed and redeclared.

[signatures appear on Page 4]

Dated: November 12, 1997

WITNESSES:

Woodfield Development Company

Limited Partnership
a Michigan Limited Partnership
by: Paragon Developments, Incorporated,

a Michigan Corporation, General Partner

_____

George F. Rizik, II

by:
Brian A. Mansour, its President

Sandra L. Brill

STATE OF MICHIGAN)
:SS
COUNTY OF GENESEE)

The foregoing instrument was acknowledged before me on November 12, 1997, by Brian A. Mansour, president of Paragon Developments, Incorporated, a Michigan corporation, the corporate general partner of Woodfield Development Company Limited Partnership, a Michigan Limited Partnership, on behalf of the Limited Partnership.

George F. Rizik, II
Notary Public
Genesee County, Michigan
My Commission Expires:
09/23/2000

DRAFTED BY AND WHEN RECORDED RETURN TO:
Rizik & Rizik, P.C.
George F. Rizik, II (P30595)
Attorneys at Law
5405 Gateway Centre
Suite A
Flint, MI 48507
(810) 767-8200

SIXTH AMENDED MASTER DEED OF
WOODFIELD
AND REPLAT NO. 4 OF GENESEE COUNTY
CONDOMINIUM SUBDIVISION PLAN NO. 115

Woodfield Development Group Limited Partnership, a Michigan Limited Partnership, whose address is 5540 Woodfield Ct., Grand Blanc, Michigan 48439, being the developer of Woodfield, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 1551, Pages 8555 through 8617, Genesee County Records, a First Amended Master Deed recorded at Liber 1551, Pages 8618 through 8620, Genesee County Records, a Second Amended Master Deed recorded at Liber 1551, Pages 8954 through 8983, Genesee County Records, a Third Amended Master Deed recorded at Master Liber 3306, Pages 346 through 360, Genesee County Records, and a Fourth Amended Master Deed recorded at Master Liber 3373, Pages 264 through 275, and a Fifth Amended Master Deed recorded at Master Liber _____, Pages _____ through _____, Genesee County Records, and known as Genesee County Condominium Subdivision Plan No. 115, hereby amends the Master Deed of Woodfield pursuant to the authority reserved in Articles VI and XI thereof for the following purposes:

A. Consolidating the 21 Units designated as Units 61-81 of Woodfield into 18 Units designated as Units 61-78 of Woodfield and recording changes to the Condominium Subdivision Plan to evidence the consolidation of those 21 Units and relocation of the boundaries of those 21 Units; and

B. Modifying the minimum house size requirement for Units 61-78 of the Project as set forth in Article II, Section 17 of the Bylaws for the Project.

Upon the recording of this amendment in the office of the Genesee County Register of Deeds, the Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The boundary lines for Units 61 through 81 are hereby relocated and those 21 Units are consolidated into 18 Units as depicted on Sheet 8 of Replat No. 4 of the Condominium Subdivision Plan for the Project, which is attached to and made a part of this Amended Master Deed. The numbers of the consolidated Units are changed to Units 61 though 78, as depicted on Sheet 8 of Replat No. 4 of the Condominium Subdivision Plan for the Project.

2. The percentages of value for Units 1-125 shall be determined according to Article V, of the Master Deed of Woodfield as originally recorded and previously amended.

3. Amended sheets 1-16, inclusive, of the Condominium Subdivision Plan of Woodfield, as attached hereto, shall replace and supersede sheets 1-16, inclusive, of the Condominium Subdivision Plan of Woodfield as originally recorded and previously amended, and the originally recorded and previously amended sheets 1-16 shall be of no further force or effect. The legal description on amended sheet 1 shall replace and supersede the description of the premises contained in Article II of the originally recorded and previously amended Master Deed.

4. ARTICLE II, Section 17, Part A, Paragraph 5 of the Bylaws of Woodfield, which is captioned “Minimum Size.” is amended in its entirety to read as follows:

"For Units 1-26, Units 61-78, Units 82-101, and Units 114-125, each residence must contain a minimum livable floor area of 2,000 square feet for a ranch style home, 2,300 square feet for a one and one-half story home and 2,600 square feet for a two story home. For Units 27-60, inclusive, each residence must contain a minimum livable floor area of 1,600 square feet for a ranch style home and 1,850 square feet for a multiple story home. For Units 102 through 113, inclusive, each residence must contain a minimum livable floor area of 2,800 square feet for a ranch style home, 3,050 square feet for a one and one-half story home and 3,300 square feet for a two story home. For all Units, garages must be attached to the residence and shall accommodate at least two (2) cars."

Dated: December ____, 1999

WITNESSES:

Woodfield Development Company

Limited Partnership
a Michigan Limited Partnership
by: Paragon Developments, Incorporated,

a Michigan Corporation, General Partner

_____
George F. Rizik, II

by:
Brian A. Mansour, its President

Sandra L. Brill

STATE OF MICHIGAN)
:SS
COUNTY OF GENESEE)

The foregoing instrument was acknowledged before me on December ____, 1999, by Brian A. Mansour, president of Paragon Developments, Incorporated, a Michigan corporation, the corporate general partner of Woodfield Development Company Limited Partnership, a Michigan Limited Partnership, on behalf of the Limited Partnership.

Sandra L. Brill
Notary Public
Genesee County, Michigan
My Commission Expires: 06/24/2001

DRAFTED BY AND WHEN RECORDED RETURN TO:
Rizik & Rizik, P.C.
George F. Rizik, II (P30595)
Attorneys at Law
8226 South Saginaw Street

SEVENTH AMENDED MASTER DEED OF
WOODFIELD
GENESEE COUNTY
CONDOMINIUM SUBDIVISION PLAN NO. 115

Woodfield Development Group Limited Partnership, a Michigan Limited Partnership, whose address is 1000 Woodfield Dr., Grand Blanc, Michigan 48439, being the developer of Woodfield, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 1551, Pages 8555 through 8617, Genesee County Records, a First Amended Master Deed recorded at Liber 1551, Pages 8618 through 8620, Genesee County Records, a Second Amended Master Deed recorded at Liber 1551, Pages 8954 through 8983, Genesee County Records, a Third Amended Master Deed recorded at Master Liber 3306, Pages 346 through 360, Genesee County Records, and a Fourth Amended Master Deed recorded at Master Liber 3373, Pages 264 through 275, a Fifth Amended Master Deed recorded at Master Liber 3756, Pages 47 through 66, Genesee County Records and a Sixth Amended Master Deed recorded at Master Liber 4222, Pages 955 through 972, Genesee County Records, and known as Genesee County Condominium Subdivision Plan No. 115, hereby amends the Master Deed of Woodfield pursuant to the authority reserved in Article XI thereof for the purpose of clarifying that the dedication of the roads in the Project to the Genesee County Road Commission notwithstanding, the Association shall continue to have the responsibility for maintenance of the architectural street name signs. Upon the recording of this amendment in the office of the Genesee County Register of Deeds, the Master Deed and Exhibit B thereto shall be amended in the following manner:

1. Article IV, Section 4 of the Master Deed of Woodfield is amended to read as follows:

"Section 4. Responsibilities. The responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are:

A. Co-owner Responsibilities.

1. Homesites. The responsibility for and the costs of maintenance, decoration, repair, replacement and insurance (both property and liability) of each Homesite (including all easement areas located on the Homesite), all improvements on that Homesite (except actual physical improvements that are General Common Elements) and all Limited Common Elements appurtenant thereto shall be borne by the

Co-owner of the Unit in that Homesite or to which the Limited Common Element appertains, subject to the maintenance, appearance and other standards contained in the Bylaws and Rules and Regulations of the Association.

2. Utility Services. The responsibility for and cost of maintenance, repair and replacement of all utility laterals and leads within a Homesite shall be borne by the Co-owner of the Unit in that Homesite, except to the extent that those expenses are borne by a utility company or a public authority.

B. Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements except the part of the General Common Elements located within a Homesite shall be borne by the Association, subject to any contrary provisions of the Bylaws. The foregoing notwithstanding, the Association may expend funds for landscaping, decoration, maintenance, repair and replacement of the General Common Element roadways, even after any dedication to the public, and such costs and expenses shall be costs of operation and maintenance of the Condominium. After the roads in the Project are dedicated to the public, the dedication notwithstanding, the Association shall continue to have responsibility for the performance and cost of maintenance, repair and replacement of the architectural street name signs in the Project, and the Genesee County Road Commission shall have no such responsibility for those signs."

2. The provisions of the Master Deed and Bylaws of Woodfield, as originally recorded and previously amended and as amended hereby, and the Condominium Subdivision Plan of Woodfield as originally recorded and previously amended, are hereby declared to be the Seventh Amended Master Deed, Bylaws and Subdivision Plan of Woodfield.

3. In all respects other than as hereinabove indicated, the original Master Deed of Woodfield, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, as previously amended, and as previously amended, is hereby ratified, confirmed and redeclared.

Dated: _____, 2002

WITNESSES:

Woodfield Development Company
Limited Partnership
a Michigan Limited Partnership
by: Paragon Developments, Incorporated,
a Michigan Corporation, General Partner

_____

by:_____
Brian A. Mansour, its President

STATE OF _____)
:SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2002, by Brian A. Mansour, president of Paragon Developments, Incorporated, a Michigan corporation, the corporate general partner of Woodfield Development Company Limited Partnership, a Michigan Limited Partnership, on behalf of the Limited Partnership.

___

Notary Public
_____County, _____
My Commission Expires: _____

DRAFTED BY AND WHEN RECORDED RETURN TO:
Rizik & Rizik, P.C.
George F. Rizik, II (P30595)
Attorneys at Law
8226 South Saginaw Street
Grand Blanc, Michigan 48439
(810) 953-6000