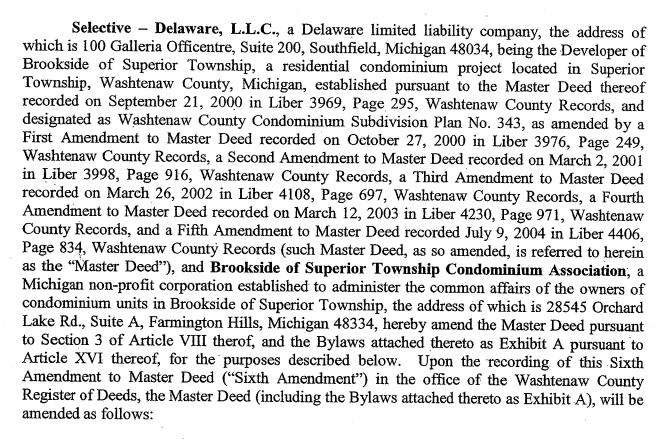


SIXTH AMENDMENT TO MASTER DEED

BROOKSIDE OF SUPERIOR TOWNSHIP



1. The second paragraph of Section 7 of Article VI of the Bylaws is hereby amended and restated in its entirety to read as follows:

No fence, deck, wall or hedge of any kind shall be erected or maintained within any Unit or Common Elements without the prior written approval of (a) (i) the Developer during the Development and Sales Period or (ii) the Board of Directors (or its management agent) after the expiration of the Development and Sales Period, and (b) the Township of Superior, to the extent such approval is required by ordinance. No fence, deck, wall or hedge shall be



located closer to the front of the Unit than the rear setback of the Residence located within the Unit. However, in the event a Residence has a side entry door for the garage, and so long as it is permitted under the ordinances of the Township of Superior, fencing shall be permitted to extend five (5) feet beyond such side entry door. No fence, deck, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. Any fence, other than a pool fence, erected within a Unit shall, in addition to satisfying the other requirements contained in Section 7 (including obtaining all approvals required under this Section 7), be a black or green vinyl coated chain link fence and may not be of any other color or materials. With regard to pool fences, no chain link fences shall be permitted. All pool fences must meet the minimum standards as established by the Township of Superior and shall not exceed the minimum height requirements as established by the Township of Superior. No Co-Owner shall in any way restrict access to any utility line, or any other item or improvement that must be accessible to service the Common Elements or any item or improvement which affects an Association responsibility in any way.

- 2. Any fences in existence as of the date of this Sixth Amendment which are not in conformance with the provisions of Section 7 of Article VI of the Bylaws, as amended by this Sixth Amendment shall be permitted so long as such non-conforming fences otherwise conform with the location requirements set forth in Section 7 of Article VI of the Bylaws, as amended by this Sixth Amendment. The Association shall maintain a record of all non-conforming fences which are permitted hereunder. Notwithstanding the foregoing, if for any reason whatsoever, an existing non-conforming fence is removed in total, or if more than 50% of the linear footage of an existing non-conforming fence is replaced, the entire non-conforming fence shall be removed and only a fence which conforms with the requirements of Section 7 of Article VI of the Bylaws, as amended by this Sixth Amendment, may be permitted to be erected.
- 3. In all respects, other than as hereinabove indicated, the Master Deed of Brookside of Superior Township, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Dated this 28th day of ____

2005.

SELECTIVE - DELAWARE, L.L.C., a Delaware limited liability company

By: **CENTEX HOMES**, a Nevada general

partnership, its sole Member

By: CENTEX REAL ESTATE

CORPORATION, a Nevada corporation, its Managing Partner

By:

William T. Stapleton, **Division President**

STATE OF MICHIGAN

COUNTY OF coast lenge)

The foregoing instrument was acknowledged before me this 20 day of Que 2005, by William T. Stapleton, a Division President of Centex Real Estate Corporation, a Nevada corporation, the Managing Partner of Centex Homes, a Nevada general partnership, the sole Member of SELECTIVE - DELAWARE, L.L.C., a Delaware limited liability company, on behalf of the company.

PHYLLIS F. BRYAN Notary Public, State of Michigan County of Wayne My Commission Expires Feb, 19, 2011 Acting in the County of Oak

Wayre County, Michigan
My Commission Expires: 2-19-1/

Acting in Oaklana

(Signature on Following Page)

Signature Page to Sixth Amendment to Master Deed for Brookside of Superior Township

Page: 4 of 4

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Lawrence Kestenbaum, Washtenaw

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BROOKSIDE OF SUPERIOR TOWNSHIP CONDOMINUM ASSOCIATION, a Michigan

non-profit corporation

By:

Juny y con

Its:

Director

STATE OF MICHIGAN) ss

COUNTY OF <u>oakland</u>)

The foregoing instrument was acknowledged before me this 30⁷⁴ day of <u>Queent</u>, 2005, by <u>Frank J. Cassar</u>, a Director of BROOKSIDE OF SUPERIOR TOWNSHIP CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, on behalf of the corporation.

PHYLLIS F. BRYAN
Notary Public, State of Michigan
County of Wayne
My Commission Expires Feb. 19, 2011
Acting in the County of Oakland

PHULIS F. Bryan , Notary Public Wayne County, Michigan My Commission Expires: 2-19-1/

Acting in <u>Oakland</u> County, MI

PREPARED BY AND WHEN RECORDED RETURN TO:

Timothy M. Koltun, Esq. Clark Hill PLC 500 Woodward Avenue, Suite 3500 Detroit, Michigan 48226-3435 (313) 965-8326

Signature Page to Sixth Amendment to Master Deed for Brookside of Superior Township