



OFFICIAL SEAL

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L-4506 P-161

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

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SIXTH AMENDMENT TO MASTER DEED**BROOKSIDE OF SUPERIOR TOWNSHIP**

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(4)

Selective – Delaware, L.L.C., a Delaware limited liability company, the address of which is 100 Galleria Officentre, Suite 200, Southfield, Michigan 48034, being the Developer of Brookside of Superior Township, a residential condominium project located in Superior Township, Washtenaw County, Michigan, established pursuant to the Master Deed thereof recorded on September 21, 2000 in Liber 3969, Page 295, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 343, as amended by a First Amendment to Master Deed recorded on October 27, 2000 in Liber 3976, Page 249, Washtenaw County Records, a Second Amendment to Master Deed recorded on March 2, 2001 in Liber 3998, Page 916, Washtenaw County Records, a Third Amendment to Master Deed recorded on March 26, 2002 in Liber 4108, Page 697, Washtenaw County Records, a Fourth Amendment to Master Deed recorded on March 12, 2003 in Liber 4230, Page 971, Washtenaw County Records, and a Fifth Amendment to Master Deed recorded July 9, 2004 in Liber 4406, Page 834, Washtenaw County Records (such Master Deed, as so amended, is referred to herein as the “Master Deed”), and **Brookside of Superior Township Condominium Association**, a Michigan non-profit corporation established to administer the common affairs of the owners of condominium units in Brookside of Superior Township, the address of which is 28545 Orchard Lake Rd., Suite A, Farmington Hills, Michigan 48334, hereby amend the Master Deed pursuant to Section 3 of Article VIII thereof, and the Bylaws attached thereto as Exhibit A pursuant to Article XVI thereof, for the purposes described below. Upon the recording of this Sixth Amendment to Master Deed (“Sixth Amendment”) in the office of the Washtenaw County Register of Deeds, the Master Deed (including the Bylaws attached thereto as Exhibit A), will be amended as follows:

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

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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 July, 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: W.T. Stapleton
William T. Stapleton,
Division President

STATE OF MICHIGAN)
COUNTY OF Oakland) ss
Washtenaw)

The foregoing instrument was acknowledged before me this 28th day of July, 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 Oakland

Phyllis F. Bryan
_____, Notary Public
Wayne County, Michigan
My Commission Expires: 2-19-11
Acting in Oakland County, MI

(Signature on Following Page)

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

**BROOKSIDE OF SUPERIOR TOWNSHIP
CONDOMINIUM ASSOCIATION, a Michigan
non-profit corporation**

By: Frank J. Cassar

Its: Director

STATE OF MICHIGAN)
) ss
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 30th day of August, 2005, by Frank J. Cassar, 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

Phyllis F. Bryan
Phyllis F. Bryan, Notary Public
Wayne County, Michigan
My Commission Expires: 2-19-11
Acting in Oakland 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