



Peggy M Haines, Washtenaw DMAAM 6397108

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

**A SINGLE FAMILY RESIDENTIAL CONDOMINIUM
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 343**

Selective-Delaware, L.L.C., a Delaware limited liability company, whose address is 100 Galleria Officentre, Suite 200, Southfield, Michigan 48034 (the "Developer"), being the Developer of BROOKSIDE OF SUPERIOR TOWNSHIP, a single family residential condominium project located in the Township of Superior, Washtenaw County, Michigan and 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 (the "Original Master Deed"), said Master Deed having been amended by the recording of a certain First Amendment to Master Deed (the "First Amendment") on October 27, 2000 at Liber 3976, Page 249, Washtenaw County Records, a certain Second Amendment to Master Deed (the "Second Amendment") on March 2, 2001 at Liber 3998, Page 916, Washtenaw County Records, and a certain Third Amendment to Master Deed (the "Third Amendment") on March 26, 2002 at Liber 4108, Page 697, Washtenaw County Records, hereby further amends the Original Master Deed pursuant to the authority reserved in Article VIII, Section 3 of the Master Deed and Article XVI, Section 4 of the By-Laws for the purpose of conforming the provisions related to the lease of Units to regulations pertaining to the loan guaranty programs administered by the United States Department of Veterans Affairs (the "VA"). Upon the recording of this Fourth Amendment to Master Deed ("Fourth Amendment") in the office of the Washtenaw County Register of Deeds, the Original Master Deed (including the Condominium By-Laws and the Condominium Subdivision Plan which are attached to the Original Master Deed as Exhibits "A" and "B", respectively), as amended by the First, Second and Third Amendments, will be amended, as follows:

1. Article VI, Section 2 of the By-Laws attached to and recorded as Exhibit "A" to the Original Master Deed is hereby revised to read as follows:

Section 2. Leasing and Rental. Developer may rent any number of Units at any time, without limitation as to the term of occupancy. Co-owners, excluding the Developer, may rent any number of Units at any time for any term of occupancy of not less than one year and covering not less than the entire Unit, subject to the following:

(a) Disclosure of Lease Terms to Association. A Co-owner, including the Developer, desiring to rent or lease a Unit as permitted above, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing. All leases must be in writing.

(b) Compliance with Condominium Documents. Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(c) Procedures in the Event of Noncompliance with Condominium Documents. If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following actions:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have fifteen (15) days (or such additional time as may be granted by the Association if the Co-owner is diligently proceeding to cure) after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute an action for eviction against the tenant or non-owner occupant and, in the same action sue the Co-owner and tenant or non-owner occupant for money damages for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium. If the Association is under the control of the Developer, individual Co-owners may pursue the judicial relief provided in this subparagraph (c)(iii) derivatively on behalf of the Association.

(d) Notice to Co-owner's Tenant Permitted When Co-owner is in Arrears to the Association for Assessments. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying the Residence within the Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and further assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant,

after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may take the following actions:

(i) The Association may issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(ii) The Association may initiate proceedings for eviction and money damages as described in subparagraph (c)(iii) above following the tenant's failure to remit rent otherwise due within fifteen (15) days after issuance of notice by the Association to the tenant by certified mail.

(e) Limitation on Amendments to Leasing Provisions. The leasing provisions in this Section 2 may not be revised prior to the Transitional Control Date without the Developer's prior written consent.

2. Except as set forth in this Fourth Amendment, the Original Master Deed (including the Condominium By-Laws and Condominium Subdivision Plan attached thereto), as amended by the First, Second and Third Amendments, is hereby ratified and confirmed.

Dated this 11th day of March, 2003.

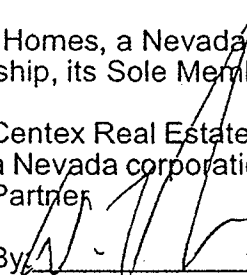
WITNESSES:

SIGNED BY:

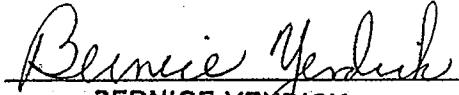
SELECTIVE-DELAWARE, L.L.C., a Delaware limited liability company

By: Centex Homes, a Nevada general partnership, its Sole Member

By: Centex Real Estate Corporation, a Nevada corporation, Managing Partner

By: 
William T. Stapleton
Its: Division President


David Darkowski


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[Notary contained on next page.]