

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 88N50'05" W along the North line of said Section 36, 1328.57 feet and S 00N54'04" E, 1321.79 feet and S 88N56'21" W, 882.40 feet from the North 1/4 corner of said Section 36; thence from said point of beginning continuing S 88N56'21" W (recorded as S 89N42'45" W), 2386.30 feet; thence S 08N30'44" E along the centerline of Dixie Highway, 324.21 feet; thence N 81N29'16" E, 137.73 feet; thence along a curve to the left with a radius of 398.00 feet, a central angle of 41N07'16" and a long chord bearing and distance of N 60N55'38" E, 279.55 feet; thence a long a curve to the right with a radius of 150.00 feet, a central angle of 54N20'00" and a long chord bearing and distance of N 67N32'00" E, 136.97 feet; thence along a curve to the left with a radius of 1184.34 feet, a central angle of 16N09'50" and a long chord bearing and distance of N 86N37'05" E, 333.01 feet; thence along a curve to the right with a radius of 982.12 feet, a central angle of 09N01'50" and a long chord bearing and distance of N 83N03'05" E, 154.64 feet; thence along a curve to the right with a radius of 476.00 feet, a central angle of 01N10'40" and a long chord bearing and distance of N 88N09'20" E, 9.78 feet; thence S 07N57'53" E, 150.65 feet; thence S 79N34'04" E, 79.37 feet; thence S 66N00'34" E, 81.92 feet; thence S 50N36'37" E, 82.37 feet; thence S 38N54'29" E, 79.19 feet; thence S 22N17'30" E, 80.43 feet; thence S 08N21'41" E, 87.34 feet; thence S 03N52'57" E, 96.79 feet; thence S 08N46'09"

offlineE, 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 construct 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 89°47'30" West 2229.81 feet from the Northeast corner of Section 1, Town 5 North, Range 7 East; thence South 00°09'26" East, 2348.99 feet (recorded as South 0°17' East 2356.2 feet); thence South 85°40'03" West 1261.19 feet (recorded as South 85°33' West) along the centerline of McClelland Road; thence North 0°00'26" West 450 feet; thence South 85°40'03" West 406.36 feet; thence South 51°08'20" West, 447.70 feet; thence on a 7909.67 foot radius curve to the left, 602.08 feet, long chord bearing and distance: North 41°02'31" West, 601.94 feet (recorded as North 43°43' West 616.44 feet) along the centerline of Dixie Highway; thence North 0°31'41" West, 1861.82 feet (recorded as North 0°17' West 1855.92 feet); thence South 89°45'37" East 1956.78 feet along the North line of Section 1 to the North one-quarter corner of Section 1; thence continuing South 89°45'37" East 35.70 feet to the South one-quarter corner of Section 36, Town 6 North, Range 7 East; thence South 89°47'30" 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 89°47'30" West 1327.97 feet from the Northeast corner of Section 1, Town 5 North, Range 7 East, Holly Township, Oakland County, Michigan; thence North 89°47'30" West 1327.97 feet along said South line of Section 36 to the South one-quarter corner of Section 36, said point being South 89°45'37" East 35.70 feet from the North one-quarter corner of Section 1, Town 5 North, Range 7 East; thence North 0°18'07" East 1331.44 feet; thence North 89°57'46" East 1324.45 feet; thence South 0°09'01" 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 28°15'30" West 195.91 feet to the P.C. of curve; thence North 26°16' West along said centerline 319.68 feet to the place of beginning of this description; thence continuing along said centerline North 26°16' West 333.29 feet; thence North 89°33'30" East parallel with the South line of said Section 35; a distance of 511.85 feet; thence South 0°26'30" East 300 feet; thence South 89°33'30" 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 28°15'30" West 195.91 feet and North 26°16' West 1117.09 feet and North 7°48'30" West 464.05 feet from the intersection of said centerline with the South line of said Section 35; thence continuing along said centerline North 7°48'30" West 894.72 feet; thence North 89°33'30" East parallel with the South line of said Section, a distance of 567.44 feet; thence South 0°26'30" East 1000.00 feet to a point which is 1526.35 feet Northerly of the South line of said Section 35; thence South 89°33'30" West parallel with said South line 435.60 feet to the centerline of Saginaw (M-54) Road; thence Northerly along said centerline on a 2°00' curve to the right, chord bearing and distance North 9°04'54" 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 89°05'14" E along the North line of said section, 727.84 feet (Recorded as S 89°45'37" E 734.86 feet); thence S 01°32'50" E 1856.77 feet (Recorded as S 0°31'41" 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 0°25'46", a radius of 7909.67 feet, an arc length of 59.28 feet and a

long chord bearing and distance of N 44°28'14" W 59.28 feet (Recorded as N 43°26'15" W 59.32 feet); thence continuing along said centerline N 44°41'07" W 1035.24 feet (Recorded as N 43°39'08" W 1034.30 feet) to a point on the West line of said Section 1, said point being North 0°54'14" West along said west line of Section 1, 1800.93 feet (Recorded as N 0°08'44" E 1800.31 feet) from the West 1/4 corner of said Section 1; thence N 0°26'57" W along said West line, 1066.20 feet (Recorded as N 0°08'44" 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 0°50'31" E along the East line of said section, 2173.16 feet (Recorded as S 0°10'40" W 2172.95 feet) to a point on the centerline of Evans Road, so-called; thence S 84°39'05" W along said centerline, 2223.49 feet (Recorded as S 85°40'03" W 2222.96 feet); thence N 01°09'50" W 2348.94 feet (Recorded as N 0°09'26" W 2348.99 feet) to a point on the North line of said Section 1; thence N 89°11'05" E along said North line, 2229.81 feet (Recorded as S 89°47'30" 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 87°52'29" W along the East-West 1/4 line of said Section 1, 2230.75 feet (Recorded as N 86°51'18" W 2230.28 feet); thence N 0°11'31" W 680.22 feet (Recorded as N 0°49'37" E 680.08 feet) to a point on the centerline of Evans Road, so-called; thence N 84°39'05" E along said centerline, 2223.49 feet (Recorded as N 85°40'03" E 2222.96 feet) to a point on the East line of said Section 1; thence S 0°50'31" E along said East line 435.02 feet (Recorded as S 0°10'40" W) to the West 1/4 corner of Section 6, T5N-R8E; thence continuing along said East line S 01°12'27" E 535.36 feet (Recorded as S 0°11'48" 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 88°04' E along said East-West line, 120.0 feet from the West 1/4 corner of said Section 1; thence N 0°54'04" W 60.0 feet; thence N 88°04' 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 16°42'57", a radius of 4409.98 feet, an arc length of 1286.60 feet and a long chord bearing and distance of N 09°48'41" W 1282.04 feet; thence S 86°09'50" E along said fence, 114.12 feet; thence S 60°20'20" E along said fence, 549.47 feet; thence S 55°03'14" E along said fence, 457.33 feet; thence S 0°54'14" E 807.51 feet to a point on the East-West 1/4 line of said Section 1; thence N 88°04' 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:

GROUP

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

WOODFIELD DEVELOPMENT

LIMITED PARTNERSHIP,
a Michigan Limited Partnership
by PARAGON

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/

Michigan

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

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
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November 16, 1993
December 2, 1993
December 14, 1993