

NOW THEREFORE, the following changes are hereby made to the Amended and Restated Master Deed and Restated Condominium Bylaws for The Manor Homes at Aldingbrooke Condominium:

Article I of Amendment

Article VI, Section B of the Amended and Restated Master Deed for The Manor Homes at Aldingbrooke Condominium, shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following revised Section B:

B. Calculation of Percentage of Value. The percentage of value assigned to each Unit shall be determinative of such Co-owner's respective share of the Common Elements of the Condominium Project only. The proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of each Co-owner's vote at meetings of the Association shall be equal. The total value of the Project is one hundred (100%) percent. The Developer had determined percentages of value based upon Unit type and size. The percentages of value are set forth below:

Article II of Amendment

Article II, Section 3A of the Restated Condominium Bylaws, Exhibit A of the Amended and Restated Master Deed for The Manor Homes at Aldingbrooke Condominium, shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following revised Section 3A:

A. Annual Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Any budget adopted shall include an allocation to a reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, in accordance with subsection D. hereof. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the annual assessment for the year shall be established based upon said budget (pursuant to the provisions of Section 4 of this Article and Article VI, Section B of the Amended and Restated Master Deed), although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments.

Article III of Amendment

Article II, Section 4 of the Restated Condominium Bylaws, Exhibit A of the Amended and Restated Master Deed for The Manor Homes at Aldingbrooke Condominium, shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following revised Section 4:

SECTION 4. Payment of Assessments and Penalty for Default. All assessments, (annual, additional or special), levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners equally without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to a Condominium Unit. The annual

assessment shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment, which shall be the first day of each calendar month. Assessments in default shall bear interest at the highest rate allowed by law until paid in full. In addition, all assessments that remain unpaid as of ten (10) days after the due date, shall incur a uniform late charge of ten percent (10%) of the unpaid assessment to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise said uniform late charges, and may levy additional late fees for special and additional assessments, pursuant to Section 11 of Article VI of these Bylaws, without the necessity of amending these Bylaws. In the event of any delinquency, the Board shall have the right to accelerate all of the remaining unpaid installments of the annual assessment for that fiscal year and declare them to be immediately due and payable. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments (including late fees and costs of collection and enforcement of payment) levied against his Unit while such Co-owner has an ownership interest therein. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

Article IV of Amendment

In all other respects, the Amended and Restated Master Deed of The Manor Homes at Aldingbrooke Condominium, including the Restated Condominium Bylaws attached thereto as Exhibit A, and the Condominium Subdivision Plan, applicable thereto as Exhibit B, as previously recorded, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed the day and year first above written.

THE MANOR HOMES AT ALDINGBROOKE CONDOMINIUM ASSOCIATION,
a Michigan Nonprofit Corp.

BY: Robert Segal
ROBERT SEGAL, ITS President

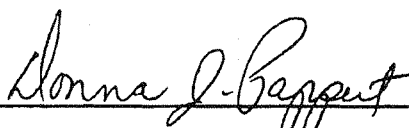
ACKNOWLEDGEMENT ON NEXT PAGE

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 14th day of October, 2005, the foregoing First Amendment to the Amended and Restated Master Deed was acknowledged before me by Robert Segal, President of The Manor Homes at Aldingbrooke Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the Corporation.

**Drafted by and when
recorded return to:**
Mark F. Makower, Esq.
Dickinson Wright, PLLC
38525 Woodward Ave., #2000
Bloomfield Hills, MI 48304

BLOOMFIELD 706892v1


_____, Notary Public
Acting in Oakland, County, MI
My commission expires:

DONNA J. PAPPERT
Notary Public, Oakland County, Michigan
My Commission Expires on 05-13-2007

CERTIFICATION

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

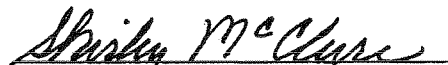
I, Shirley McClure, being first duly sworn, depose and state as follows:

That I am the managing agent for Manor Homes at Aldingbrooke Condominium Association, the corporation named in and which proposed an Amendment to the Amended and Restated Master Deed of Manor Homes at Aldingbrooke Condominium to change assessment from percentage of value to equal.

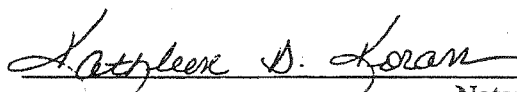
That the proposal for said Amendment to the Amended and Restated Master Deed of Manor Homes at Aldingbrooke Condominium was submitted to all owners of units in the Manor Homes at Aldingbrooke Condominium for the purpose of voting thereon, and that said owners approved said document by a vote of more than two thirds of all owners eligible to vote.

That records of said consents are maintained at the office of the Association located at 41486 Wilcox, Plymouth, MI 48170.

FURTHER AFFIANT SAYETH NOT.


Shirley McClure

Acknowledged, subscribed and sworn to before
me this 4th day of October, 2005.


_____, Notary Public
Acting in Wayne, County, Michigan
My Commission Expires:

KATHLEEN D. KORAN
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Aug 28, 2008