SECOND AMENDMENT TO MASTER DEED OF TOWNES AT GRAND RESERVE

This Second Amendment to Master Deed ("Amendment") is made on April 17, 2012, by Pulte Land Company, LLC, a Michigan limited liability company ("Developer"), whose address is 100 Bloomfield Parkway, Bloomfield Hills, Michigan 48304, pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended, (the "Act") and the Master Deed described below.

RECITALS

A. Developer established Townes at Grand Reserve as a Condominium ("Condominium") pursuant to the terms of the Michigan Condominium Act (the "Act") by recording the Master Deed, Bylaws and Condominium Subdivision Plan on August 30, 2006 in Instrument No. 200608300077492, Genesee County Records, being Genesee County Subdivision Plan No. 397, as amended by the First Amendment to Master Deed recorded on August 13, 2010 in Instrument No. 201008130060339, Genesee County Records (collectively "Master Deed").

B. Developer reserved the right to amend the Master Deed, Bylaws and Condominium Subdivision Plan pursuant to Article 7 and Article 8 of the Master Deed and Article 16 of the Bylaws, and pursuant to the Act.

C. Pursuant to the provisions of the Master Deed, Bylaws and the Act, Developer wishes to amend the Master Deed, Bylaws and Condominium Subdivision Plan, as set forth in this Amendment, for the purposes of reconfiguring certain of the Unit within the Condominium as single family stand alone Units, as further set forth herein and for other purposes as set forth below.

AMENDMENT

Developer amends the Master Deed, Bylaws and Condominium Subdivision Plan as follows:

1. Modification and Reconfiguration. Pursuant to Article 7 and Article 8 of the Master Deed and the Act, Developer hereby modifies and reconfigures Units 93 through 159 of the Condominium as shown on Replat No. 1 of the Condominium Subdivision Plan No. 397.
attached to this Amendment as Exhibit B ("Replat No. 1") to (a) modify and reconfigure Condominium Units 93 through 159, inclusive, and their appurtenant Limited Common Elements ("Reconfigured Units") as shown on Replat No. 1, including modification of Limited Common Elements appurtenant to such Reconfigured Units as shown on Replat No. 1, and (c) modify General Common Elements in the vicinity of the Reconfigured Units as shown on Replat No. 1. Hereinafter the Reconfigured Units shall sometimes be referred to individually each as a "Manor Unit" and collectively as the "Manor Units". The remaining Units (i.e., those Units not designated as Manor Units) shall sometimes hereinafter be referred to individually as a "Townes Unit" and collectively as the "Townes Units".

2. Amendment to Condominium Plan. The Condominium Subdivision Plan for the Project, being Exhibit B to the Master Deed, is amended to substitute and incorporate revised sheets 1, 2, 7, 9, 10, 11, 15, 17, 18, 19 and 25 attached to this Amendment as Exhibit B, and entitled Replat No. 1 of Wayne County Condominium Subdivision Plan No. 397, being Exhibit B to this Second Amendment to Master Deed of The Townes at Grand Reserve.

3. Amendment to Article 4. Article 4 of the Master Deed is hereby amended as follows:

A. Limited Common Elements. Notwithstanding anything to the contrary contained in Section 4.2 of the Master Deed, with respect to the Manor Units, the only Limited Common Elements shall be the driveway providing access to each Unit as shown on the attached Exhibit B, which shall be limited in use to the Co-owner of the Unit served thereby. All other elements designated as Limited Common Elements for the other Townes Units, shall, with respect to the Manor Units, be included in the definition of the respective Manor Unit.

B. Responsibilities. With respect to the Manor Units only, Section 4.4 of the Master Deed shall not apply, and the following Section 4.4A shall govern with respect to the Manor Units:

"4.4A Responsibilities with respect to Manor Units. Subject to Section 4.3 of the Master Deed, and subject to the right of the Association and Master Association to control and approve the exterior appearance and use of all Units and Limited Common Elements, with respect to the Manor Units, the respective responsibilities for the maintenance, repair and replacement of the Common Elements are as follows:

4.4A.1 Co-Owner Responsibilities for Manor Units and Limited Common Elements; Master Association Responsibility for Landscaping and Snow Removal. The primary responsibility for, and the costs of insurance, maintenance, decoration, repair and replacement of a Manor Unit and any and all fixtures, improvements, personal property and upgrades located within or upon or serving a Unit including utility improvements which are not General Common Elements or owned by a public utility, including those appurtenant Limited Common Elements set forth below and those Additional Responsibilities of Co-Owners specified below, shall be borne by the Co-Owner of such Unit. Any exterior or structural improvements constructed or installed within a Unit and its Limited Common Elements shall be subject to the Community Standards and
Architectural Controls described in Article X and Article XI of the Declaration. The Master Association shall be responsible for maintenance of the landscaping adjacent to Units and snow removal from Sidewalks and Walkways and driveways serving the Manor Units as provided in Declaration, except to the extent delegated to the Association by the Master Association. Any snow removal on Limited Common Elements serving a Manor Unit not performed by the Master Association or Association shall be the responsibility of the Co-Owner of the Manor Unit.

4.4A.2 Association and Master Association Rights Pertaining to Manor Units. Pursuant to Section 6.2 below and the Bylaws, the Association, acting through its Board of Directors, may (but has no obligation to) undertake any maintenance, repair or replacement obligation of the Co-Owner of a Manor Unit or its Limited Common Elements under this Master Deed and Bylaws ("Co-Owner’s Obligations"), to the extent that the Co-Owner has not performed the Co-Owner’s Obligations, and the cost of such work shall be assessed against the responsible Manor Unit Owner. The Association shall not be liable for any damage to a Manor Unit or its Limited Common Elements resulting from the Association's performance or non-performance of any Co-Owner’s Obligations. The Master Association shall have the same rights and protections as the Association pertaining to Co-Owner’s Obligations.

4.4A.3 Utility Services. All costs of water, electricity, cable television, gas and telephone service shall be borne by the Co-owner of the Manor Unit to which the services are furnished. Water service charges may initially be billed to the Association on a per-building basis. In such case, the Association shall assess each Manor Unit for the water service charges applicable to each Manor Unit. Otherwise, each Manor Unit should be separately metered and the Co-owner thereof shall be responsible for all related charges. All costs of water service provided to the General Common Elements, and any other utility services furnished to the Project, shall be borne by the Association as an operating expense and assessed against the Unit Owners in accordance with Article 2 of the Bylaws. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner, except to the extent that such expenses are borne by a utility company or a public authority or by the Master Association as provided in the Declaration.

4.4A.4 Garage Doors and Garage Door Openers. Each Co-Owner shall be responsible for the cost of insurance, repair, replacement and maintenance of the garage door, garage door openers and related equipment and remote control devices appurtenant to such Co-Owner’s Unit. The materials and colors of garage doors must be approved in advance in accordance with the community standards and Architectural Controls set forth in the Declaration.

4.4A.5 Doors and Windows. Each Co-Owner shall be responsible for insurance, repair, replacement and interior and exterior maintenance of all glass and screen portions of doors (including storm doors and windows) and windows referred to in Section 4.2.5 above appurtenant to such Co-Owner’s Unit and each Co-Owner shall be responsible for repair, replacement and maintenance of other portions of doors and
windows within or serving a Co-Owner’s Unit or appurtenant Limited Common Elements, including frames, window well covers, storms, screens, door hardware and weather stripping. No changes in design, material or color of doors, windows, glass or screens may be made except in accordance with the Community standards and Architectural Controls set forth in the Declaration.

4.4A.6 Porches and Patios. Each Co-owner shall be responsible for the cost of insurance of the patio and porch appurtenant to such Co-owner’s Unit, as well as the maintenance, repair and replacement of the patio and porch appurtenant to a Co-owner’s Unit, and the cost thereof shall be specially assessed against the Co-owner of such Unit.

4.4A.7 Dwelling Units. Each Co-Owner shall be responsible for the cost of insurance, decoration, maintenance, repair and replacement of all aspects of their respective Manors Unit, including interior and exterior surfaces.

4.4A.8 Exterior Building Lighting. The Co-Owner shall be responsible for the insurance, maintenance, repair and replacement of the exterior building lighting fixtures attached to such Co-owner’s Unit. Each Co-Owner shall be responsible for the cost of electricity and for replacement of light bulbs pertaining to the exterior building lighting serving the Co-Owner’s Unit. The size and nature of light bulbs for the exterior building lighting fixtures shall be determined by the Association in its discretion. No Co-owner shall modify or change exterior building lighting fixtures and shall not cause the electricity flow for operation thereof to be interrupted at any time, except each Co-owner shall replace burned out light bulbs with light bulbs of the same kind and character. Some lighting fixtures may operate on photoelectric cells whose timers shall be set by and at the discretion of the Association and shall remain lit at all times determined by the Association.

4.4A.9 Air Conditioner, Compressor/Condenser, Water Heaters, Furnaces and Chimneys. Each Co-Owner shall be responsible for the cost of insurance, maintenance, repair and replacement of the individual air conditioner, compressor/condenser and corresponding set line, and the pad serving a Co-Owner’s Unit. Each Co-Owner shall be responsible for the cost of insurance, maintenance, repair and replacement of the water heater and furnace serving such Co-Owner’s Unit. The cost of maintaining, repairing and replacing all chimneys, flues and dampers and related piping and hardware shall be borne by the Co-owner of the Unit, including the exterior of the chimney.

4.4A.10 Driveways and Walkways. Each Co-owner shall be responsible for the cost of insurance, maintenance, repair and replacement of the driveway and walkway appurtenant to a Co-owner’s Unit, except that the Master Association shall be responsible for snow removal on driveways and walkways as described in Section 4.4.1 above.
4.4A.11 Additional Responsibilities of Co-Owners. In addition, each Co-
Owner shall be responsible for the cost of insurance, decoration, maintenance, repair and
replacement of all property, fixtures, equipment, finishes, improvements, or decorations
located within or serving a Co-Owner’s Unit or appurtenant Limited Common Elements,
including but not limited to all appliances, equipment and supporting hardware,
(including, but not limited to the humidifier, air cleaner, any personal alarm system,
garbage disposal, dishwasher, range, oven, refrigerator, vent fans and related ductwork,
dryer venting, vent covers and filters, and doorbell systems within or serving a Co-
Owner’s Unit or appurtenant Limited Common Elements); all cabinets, counters, interior
doors, closet doors, sinks, floor tile, wall tile, and related hardware within a Co-Owner’s
Unit or appurtenant Limited Common Elements; all improvements, finishes or
decorations, (including, but not limited to, paint, wallpaper, window treatments, carpeting
or other floor coverings and trim) within or serving a Co-Owner’s Unit and appurtenant
Limited Common Elements that may be damaged, regardless of cause, including damage
resulting from the failure or malfunction of a General Common Element or damage
resulting from Association maintenance, repair or replacement of a General Common
Element; all interior drywall repair, maintenance or painting within a Co-Owner’s Unit or
appurtenant Limited Common Elements regardless of cause; any additions or
improvements constructed or installed within a Co-Owner’s Unit by the Unit Owner. Any
such addition or improvements shall be subject to any approvals required by Article X
and Article XI of the Declaration.

4.4A12 Association Responsibilities: Master Association Responsibilities:
Service Contract. Subject to Section 4.3 above, the Association, by its Board of Directors,
shall be responsible for insurance, maintenance, repair and replacement of the General
Common Elements. As set forth in the Declaration, the Master Association shall have the
right to undertake maintenance of, repair or replacement of any General Common
Elements including the exterior or structured components of any building or Unit if not
properly maintained, repaired or replaced by the Co-Owners or the Association. The
Master Association shall have the same easement and access rights as the Association for
such purpose and the right to assess the Unit Owner through the Association or directly
for the cost of such maintenance, repair or replacement as set forth in the Declaration.
The cost of insurance, maintenance, repair and replacement of all General Common
Elements and the Limited Common Elements for which the Association is responsible
pursuant to this Section, shall be subject to any provisions of the Master Deed, Bylaws or
the Declaration expressly to the contrary, and assessed to the Co-Owners as set forth in
the Bylaws.

Neither the Master Association nor the Association shall have any obligation to
reimburse any Co-Owner for the cost of repair, maintenance, or replacement of any
portion of a Unit or Common Element contracted for or performed by a Co-Owner. The
Master Association and the Association shall only be responsible for the cost of work
authorized by the Master Association or Association Board of Directors and contracted
by the Master Association or Association or by a management company hired by the
Master Association or Association, subject to reimbursement by the Co-Owners as
described in this Article 4 and the Bylaws.
The respective decoration, maintenance and replacement responsibilities set forth above shall be in addition to all such responsibilities set forth elsewhere in the Condominium Documents.

The Association and the Master Association may enter into a service contract under which the Association hires the Master Association to perform all or a portion of the administration, operation, repair, replacement and maintenance responsibilities of the Association. In such event the Association shall reimburse the Master Association for the cost of such administration, operation, repair, replacement and maintenance as set forth in the service contract, which costs shall be expenses of administration of the Project and assessed to the Co-Owners as described in Article 2 of the Bylaws. The Association may also include in the service contract designation of the Master Association as collection agent for the Association. In that case, the Master Association shall collect on behalf of the Association the assessments of Units provided in this Master Deed and the Bylaws and shall remit the amount collected to the Association less any administration fee provided in the service contract.

4.4A.13 Unusual Common Expenses Benefiting Less Than All Units. Unusual common expenses benefiting less than all Units or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Project or their licensees or invitees, shall be specially assessed against the Unit or Units involved in accordance with Section 69 of the Michigan Condominium Act.”

4. Amendment to Bylaws

A. Section 2.3 Determination of Assessments. Section 2.3 of the Bylaws is hereby deleted in its entirety and replaced with the following:

“Section 2.3 Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The Budget shall provide and allocate costs and expenses among the Manor Units and the Townes Units, with those costs and expenses which only apply to the Townes Units (and not the Manor Units) (e.g., insurance, maintenance, repair and/or replacement of the Limited Common Elements not applicable to the Manor Units) allocated among, and assessed to only the Townes Units, and not to the Manor Units. An adequate reserve fund for maintenance, repairs and replacement of the Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual assessments, as set forth in Section 2.4 below, rather than by special assessments (again, with the amounts allocable to the Limited Common
Elements which are not applicable to the Manor Units allocable among and assessed to only the Townes Units). At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association’s current annual Budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the Budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the actual costs of the Condominium Project’s operation and management, (2) to provide for repairs or replacements of existing Common Elements not to exceed Ten Thousand and 00/100 ($10,000.00) Dollars, in the aggregate, annually, or (3) that an emergency exists, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it deems necessary. The Board of Directors shall also have the authority, without Co-owner or mortgagee consent, to levy assessments for repair and reconstruction in the event of casualty pursuant to the provisions of Article 5, Section 5.4 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members, and shall not be enforceable by any creditors of the Association or its Members.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph 2.3.1 above, may be made by the Board of Directors from time to time, subject to Co-owner approval as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements in excess of Ten Thousand and 00/100 ($10,000.00) Dollars for the entire Condominium Project per year, (2) assessments described in Section 2.7 below, to purchase a Unit upon foreclosure of the lien for assessments, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) shall not be levied without the prior approval of the Co-owners representing sixty (60%) percent or more of the combined percentage of value of all Units within the Condominium Project. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by
any creditors of the Association or its Members. Notwithstanding the foregoing, special assessments which apply only to, and are assessed only against the Townes Units, and not the Manor Units, shall only require prior approval of the Co-owners representing sixty (60%) percent or more of the percentage of value of the Townes Units only.

(c) The Grand Reserve Community Association administers the Grand Reserve Community of which the Townes at Grand Reserve Condominium is a part. The Master Association has responsibility for insurance, maintenance, administration, operation, repair and replacement of the Shared Improvements and Facilities located within the Grand Reserve Community as described in the Declaration. The Master Association shall assess the Owners of Units in Townes at Grand Reserve and the Owners of Units in the adjacent condominium known as Grand Reserve and any other members of the Master Association pro rata, for the costs for such administration, operation, insurance, maintenance, repair and replacement of the Shared Improvements and Facilities, and other charges and assessments, which shall be a cost of administration of the Project and collected from the Owners as set forth in these Bylaws and the Declaration. At the election of the Master Association, the Association shall collect from the Co-Owners of the Units in the Condominium the Master Association assessments as a cost of administration of the Project. The Master Association shall have a lien for such charges against each Owner’s Unit as set forth in the Declaration. By acceptance of a deed or other conveyance of a Unit, each Co-Owner covenants and agrees to pay to the Master Association (or to the Association if delegated): (a) all general assessments or charges when due under the Declaration; (b) special assessments, if any, for capital improvements to be established and collected as set forth in the Declaration, (c) user fees and cost center fees, and (d) any other charges and assessments properly assessable to the Co-Owner’s Unit as set forth in the Declaration, the Articles of Incorporation and Bylaws of the Master Association and these Bylaws. The Master Association and the Association may enter into a service contract pertaining to administration of the Project as described in Section 4.4.12 of the Master Deed.

(d) Remedial Assessments. If any Co-owner fails to properly maintain or repair his Unit in accordance with the provisions of Article 6, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-owners of the Condominium Project, the Association may, following notice to such Co-owner, take any actions reasonably necessary to maintain or repair the Co-owner’s Unit, and an amount equal to one hundred fifty (150%) percent of the cost thereof shall be assessed against the Co-owner of such Unit.
Effect of Amendment. The Master Deed as amended continues in full force and effect. The terms of this Amendment shall supersede any contrary provisions in the Master Deed. Undefined terms in this Amendment shall have the same meaning set forth in the Master Deed unless the context otherwise requires. The terms of this Amendment shall run with the land and shall be binding upon the owners and occupants of the Condominium and their respective transferees, successors and assigns.

[signature on following page]
Dated: April __, 2012

STATE OF MICHIGAN )
) ss.
COUNTY OF OAKLAND )

Acknowledged before me on April 17th, 2012, by Steve Atwood, the VP of Construction of Pulte Land Company, LLC, a Michigan limited liability company.

Nicole Marie Roberts
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 7/18/18

PREPARED BY AND WHEN
RECORDED RETURN TO:
Erik S. Prater
BODMAN PLC
Sixth Floor at Ford Field
1901 St. Antoine Street
Detroit, Michigan 48226
(313) 259-7777

Return to:
Nancy Wilson - 32620-107
Bodman PLC
201 W. Big Beaver, Ste 500
Troy, MI 48084
DESCRIPTION

TOWNS AT GRAND RESERVE
EXHIBIT "B" TO THE SECOND AMENDMENT TO THE MASTER DEED OF
GENESEE COUNTY, MICHIGAN

GENESEE COUNTY, MICHIGAN
GRAND BLANC TOWNSHIP
A CONDOMINIUM

TOWNS AT GRAND RESERVE

SUBDIVISION PLAN NO. 39Z

REPLAT NO. 1 OF
## Townes at Grand Rd

### Unit Information SH

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*Note: Plans to be shown on separate sheet.*