

**FIRST AMENDMENT TO MASTER DEED AND BYLAWS OF
WESTBROOK TOWNHOME CONDOMINIUM**

(Act 59, Public Acts of 1978, As Amended)

This First Amendment to Master Deed and Bylaws is made on May __, 2008, by Westbrook Partners, LLC, whose address is 42690 Woodward Avenue, Suite 300, Bloomfield Hills, Michigan 48304 ("Developer").

RECITALS

- A. Westbrook Partners, LLC ("Developer") established Westbrook Townhome Condominium ("Condominium"), Jackson County Condominium Subdivision Plan No. 124 in Liber 1822, Page 1198, Jackson County Records ("Master Deed").
- B. The Master Deed provides for amendment to the Master Deed and Bylaws pursuant to Article VIII, Section 2, by the Developer, without the consent of any Co-Owner or any other person, prior to two years after expiration of the Development and Sales Period, to make such amendments to the Master Deed and Bylaws as do not materially diminish any rights of any Co-Owners or mortgagees in the Condominium.
- C. Developer wishes to amend the Master Deed and Bylaws as follows:
 - 1. To amend Article III, Section 14 of the Master Deed regarding the "First Annual Meeting"; and,
 - 2. To amend Article XI, Section 2 of the Bylaws regarding the "First Annual Meeting".

AMENDMENT

The Master Deed and Bylaws are amended as follows:

- 1. **Master Deed – Article III, Section 14:** This section is amended to also allow the First Annual Meeting to be held at any time prior to the conveyance of legal or equitable title to

50% of the Units. This amendment is in addition to, not a replacement of, the existing language of said Article and Section.

- 2. **Bylaws – Article XI, Section 2:** This section is amended to also allow the First Annual Meeting to be convened by the Association and to also allow for the meeting to be held at any time prior to conveyance of more than 50% of all Units. The balance of the Section shall remain unchanged.
- 3. **Effect of Amendment.** The Master Deed and Bylaws, as amended, continues in full force and effect. The terms of this Amendment shall supersede any contrary provisions of the Master Deed and Bylaws.

DEVELOPER

Westbrook Partners, LLC, a Michigan limited liability company

DATED: June __, 2008

By: Jeffrey A. Egan
Its: Member

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this __ day of June, 2008, before me, a Notary Public, personally appeared Jeffrey A. Egan, Member of Westbrook Partners, LLC, a Michigan limited liability company, on behalf of the company.

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

Prepared By and Return To Upon Recording:
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