

**FIFTH AMENDED MASTER DEED OF
WOODFIELD
AND REPLAT NO. 3 OF GENESEE COUNTY
CONDOMINIUM SUBDIVISION PLAN NO. 115**

Woodfield Development Group Limited Partnership, a Michigan Limited Partnership, whose address is 5540 Woodfield Ct., Grand Blanc, Michigan 48439, being the developer of Woodfield, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 1551, Pages 8555 through 8617, Genesee County Records, a First Amended Master Deed recorded at Liber 1551, Pages 8618 through 8620, Genesee County Records, a Second Amended Master Deed recorded at Liber 1551, Pages 8954 through 8983, Genesee County Records, a Third Amended Master Deed recorded at Master Liber 3306, Pages 346 through 360, Genesee County Records, and a Fourth Amended Master Deed recorded at Master Liber 3373, Pages 264 through 275, Genesee County Records, and known as Genesee County Condominium Subdivision Plan No. 115, hereby amends the Master Deed of Woodfield pursuant to the authority reserved in Articles VII and XI thereof for the purposes of:

- A. Enlarging the condominium project from 81 units to 125 units by the addition of the land described in Paragraph 1 below, and
- B. Reallocating the percentages of value set forth in Article V, Section 2 of the Master Deed., and
- C. Providing for certain additional building restrictions on specific Units of Woodfield that are being added to the Project by this amendment, and
- D. Adding provisions for the maintenance, repair and replacement of a Limited Common Element Roadway known as "Andover Court," and
- E. Amending the Condominium Subdivision Plan for Woodfield to depict the Project as enlarged by this amendment.

Upon the recording of this amendment in the office of the Genesee County Register of Deeds, the Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land is added to the condominium project by this amendment:

A Parcel Described as Beginning at a Point Which Is S 88°50'05" W Along The North Line of Said Section 36, 1328.57 Feet And S 00°54'04" E, 1321.79 Feet, And S 88°56'21" W 882.40 Feet And S 27°19'17" W 266.98 Feet And S 49°59'57" W 124.63 Feet And S 60°48'52" W, 173.98 Feet And S 42°40'18" W 411.50 Feet and S 16°52'23" E, 219.26 Feet and S 68°31'41" W, 122.07 Feet And S 21°38'00" E, 156.31 Feet and Thence on a Curve to the Left with a Radius of 243.63 Feet, a Central Angle of 68°19'00" and a Long Chord Bearing and Distance of S 55°47'30" E, 273.59 Feet from the North 1/4 Corner of Said Section 36; Thence from Said Point of Beginning along a Curve to The Right With a Radius of 178.00 Feet, a Central Angle of 27°54'00" And a Long Chord Bearing And Distance of N 14°00'00" E, 85.82 Feet; Thence N 27°57'00" E, 83.00 Feet; Thence N 62°03'00" W, 95.10 Feet; Thence N 16°31'35" E, 62.35 Feet; Thence N 22°26'12" E, 156.31 Feet; Thence N 36°53'13" E, 136.79 Feet; Thence N 58°25'43" E, 245.74 Feet; Thence N 31°14'29" E, 326.19 Feet; Thence N 43°50'03" E, 123.32 Feet; Thence N 23°48'08" E, 126.66 Feet; Thence 71°14' 39" E 313.48 Feet;

Thence N 71°59'00" E, 174.01 Feet; Thence S 59°14'47" E, 72.16 Feet; Thence S 71°15'19" E, 85.91 Feet;
Thence Due East; 76.27 Feet; Thence N 75°15'05" E, 78.87 Feet, thence N 57°42'54" E, 75.18 Feet; Thence
N 39°45'23" E 89.86 Feet; Thence N 03°28'54" E, 246.64 Feet; Thence N 38°14'22" E 243.90 Feet; Thence S
32°06'12" E, 214.36 Feet;

Thence Along a Curve to The Right With a Radius of 166.00 Feet, a Central Angle of 23°37'45" And a Long Chord Bearing And Distance of N 69°43'08" E 67.98 Feet; Thence N 81°32'00" E, 15.63 Feet; Thence Along a Curve to The Left With a Radius of 833.00 Feet, a Central Angle of 04°32'27" And a Long Chord Bearing And Distance of S 08°28'00" E, 66.00 Feet; Thence S 81°32'00" W, 15.65 Feet; Thence Along a Curve to The Left With a Radius of 100.00 Feet, a Central Angle of 66°43'17" And a Long Chord Bearing And Distance of S 48°10'21" W, 109.98 Feet; Thence S 14°48'43" W 76.10 Feet; Thence Along a Curve to The Right With a Radius of 676.31 Feet, a Central Angle of 37°56'17" And a Long Chord Bearing And Distance of S 33°46'52" W, 439.68 Feet; Thence Along a Curve to The Right With a Radius of 333.00 Feet, a Central Angle of 35°48'05" And a Long Chord Bearing And Distance of S 70°39'03" W 204.71 Feet; Thence S 01°26'55" E, 145.99 Feet; Thence S 54°22'27" W, 278.51 Feet; Thence S 44°35'41" W, 141.80 Feet; Thence S 22°57'23" W, 622.44 Feet; Thence N 33°05'07" W, 111.86 Feet; Thence N 42°02'17" W, 137.23 Feet; Thence N 54°06'16" W, 137.23 Feet; Thence N 66°10'16" W, 137.23 Feet; Thence N 78°14'15" W, 103.76 Feet; Thence N 89°57'00" W, 156.72 Feet; Thence S 27°57'00" W, 110.43 Feet; Thence Along a Curve to The Left With a Radius of 112.00 Feet, a Central Angle of 27°54'00" And a Long Chord Bearing And Distance of S 14°00'00" W, 54.00 Feet; Thence N 89°57'00" W, 66.00 Feet to the Point of Beginning; Containing 20.06 Acres.

2. The percentages of value for Units 1-125 shall be determined according to Article V, of the Master Deed of Woodfield as originally recorded and previously amended.

3. Amended sheets 1, 3, and 5 of the Condominium Subdivision Plan of Woodfield, as attached hereto, shall replace and supersede sheets 1, 3, and 5 of the Condominium Subdivision Plan of Woodfield as originally recorded and previously amended, and the originally recorded and previously amended sheets 1, 3, and 5 shall be of no further force or effect. The legal description on amended sheet 1 shall replace and supersede the description of the premises contained in Article II of the originally recorded and previously amended Master Deed. Sheets 12, 13, 14, 15 and 16 of the Condominium Subdivision Plan of Woodfield, as attached hereto, shall be added to and supplement the Condominium Subdivision Plan of Woodfield, as originally recorded and previously amended and as amended hereby.

4. ARTICLE II, Section 17, Part A, Paragraph 5 of the Bylaws of Woodfield, which is captioned "Minimum Size." is amended in its entirety to read as follows:

"For Units 1-26, Units 82-101, and Units 114-125, each residence must contain a minimum livable floor area of 2,000 square feet for a ranch style home, 2,300 square feet for a one and one-half story home and 2,600 square feet for a two story home. For Units 27-81, inclusive, each residence must contain a minimum livable floor area of 1,600 square feet for a ranch style home and 1,850 square feet for a multiple story home. For Units 102 through 113, inclusive, each residence must contain a minimum livable floor area of 2,800 square feet for a ranch style home, 3,050 square feet for a one and one-half story home and 3,300 square feet for a two story home. For all Units, garages must be attached to the residence and shall accommodate at least two (2) cars."

5. Article IV, Section 2 of the Master Deed of Woodfield, as originally recorded and previously amended, is hereby amended in its entirety to read as follows:

"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.

D. Andover Court. The provisions of Article IV, Section 1 notwithstanding, the Roadway serving Units 102-113 that is designated as "Andover Court" on the Condominium Subdivision Plan of Woodfield shall be limited in use and enjoyment to the owners of Units 102-113."

6. Article IV, Section 4 of the Master Deed of Woodfield, as originally recorded and previously amended, is hereby amended in its entirety to read as follows:

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.

1. Andover Court. The responsibility for the maintenance, repair and replacement of the Limited Common Element Roadway designated as "Andover Court" on the Condominium Subdivision Plan of Woodfield shall be borne by the Association. The foregoing notwithstanding, the costs of maintenance, repair and replacement of Andover Court shall be borne solely by the Co-owners of Units 102-113 by way of the assessments procedure set forth in Article V of the Bylaws of Woodfield. No Unit other than Units 102-113 shall be assessed any amount for the maintenance, repair and replacement of Andover Court.

2. General. 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.

7. In all respects other than as hereinabove indicated, the original Master Deed of Woodfield, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, and as previously amended, is hereby ratified, confirmed and redeclared.

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