FIFTH AMENDMENT TO MASTER DEED OF

ROCKHILL CONDOMINIUMS

This Fifth Amendment to Master Deed of Rockhill Condominiums is made and executed on this 20th day of September, 1995, by 4750 PLAINFIELD PARTNERS, INC., a Michigan corporation of 4750 Plainfield Avenue N.E., Grand Rapids, Michigan 49505 (the "Developer") represented herein by its President Mark Harmsen, who is fully empowered and qualified to act on behalf of the corporation,

PRELIMINARY STATEMENT

A. Rockhill Condominiums (the "Project") was established by recording the Master Deed of Rockhill Condominiums dated the 28th day of November, 1984 and recorded November 28, 1984 in Liber 2446, Pages 897-938, Kent County, Michigan records (the "Master Deed"), establishing the real property described in Article II of the Master Deed, together with the improvements located and to be located thereon and the appurtenances thereto, as a condominium project under the provisions of Act 59 of the Michigan Public Acts of 1978, as amended (the "Act"); and

B. The Master Deed was amended by the First Amendment to Master Deed of Rockhill Condominiums dated the 17th day of June, 1985 and recorded June 18, 1985 in Liber 2462, Page 721, Kent County, Michigan records (the "First Amendment"); the Second Amendment to Master Deed of Rockhill Condominiums dated the 11th day of October, 1985 and recorded October 22, 1985 in Liber 2474, Page 661, Kent County, Michigan records (the "Second Amendment"); the Third Amendment to Master Deed of Rockhill Condominium dated November 17, 1986, and recorded November 18, 1986 in Liber 2510, Pages 1064 through 1080, Kent County, Michigan records (the "Third Amendment"); and the Fourth Amendment to Master Deed of Rockhill Condominiums dated July 31, 1989 and recorded August 10, 1989 in Liber 2654, Pages 23 through 42, Kent County, Michigan records (the "Fourth Amendment"); and

C. Developer has the unilateral right without the consent of any co-owner or other person to amend the Master Deed as long as the amendment does not materially alter or change the rights of a Co-owner or mortgagee as provided in Article VII B(2) of the Master Deed; and

D. The Developer has identified that there were minor errors made in the legal description of the property boundary of the Project south of Rock Valley Drive and southwest of Building 17, in that the boundary should have followed the curve of the street.

E. This amendment will re-state the legal description of the Project to correct the errors by removing from the legal description a small portion of the General Common Element land south of Rock Valley Drive described as follows:

F. Developer desires to further amend Article II of the Master Deed by describing in II B an additional area that may be added to the Project by the Developer with the consent of two-thirds of the Co-owners and mortgagees, the Developer's unilateral right to expand having expired.

G. This amendment makes no change to any of the Buildings or Units in the Condominium nor does it impair or diminish any significant attribute of any Unit.

NOW, THEREFORE, the Developer does hereby amend the Master Deed as follows:

1. **Legal Description.** Article II is hereby amended to read as follows:

A. The land on which Phases I, II, III and IV of the Project are situated, and which constitute the land submitted to condominium ownership pursuant to the provisions of the Act, is described as follows:

Part of the Southeast one-quarter of the Northwest one-quarter of Section 27 and part of the Northeast one-quarter of the Southwest one-quarter of Section 27, Town 8 North, Range 11 West, Plainfield Township, Kent County, Michigan, described as:

Beginning at the Northeast corner of the Southwest one-quarter of said section; thence South 0°00'00" a distance of 859.81 feet along the North-South one-quarter line to the Northeast corner of Crestview Plat No. 2; thence North 66°58'14" West 387.84 feet along the Northerly line of said plat; thence South 49°54'33" West 399.76 feet along the Northerly line of said plat; thence North 66°53'43" West 499.31 feet along the existing North line and extended North line of said plat; thence Northeasterly 324.29 feet along the Southeasterly right of way line of Plainfield Avenue on a 2291.18 foot radius curve to the right, the chord of which bears North 49°07'47" East 324.023 feet; thence North 53°11'04.5" East 1,095.47 feet along said right of way line; thence South 0°00'00" a distance of 98.88 feet along the North-South one-quarter line of said section to the Place of Beginning, except Part of the Southwest 1/4 of Section 27, Town 8 North, Range 11 West, Plainfield Township, Kent County, Michigan, described as: Commencing at the South 1/4 corner of said Section; thence N0°01'30"W 1769.95 feet along the North-South 1/4 line of said Section to the Northeast corner of Crestview Plat No. 2; thence N66°58'30"W 229.06 feet along the Northeasterly line of said Plat to the Place of Beginning; thence N34°49'W 68.42 feet; thence N0°08'W 14.40 feet; thence Westerly 185.07 feet along the Southerly edge of a blacktop drive, along a 169.5 foot radius curve to the left, the long chord of which bears S82°25'20"W 176.04; thence S49°53'30"W 34.24 feet along said Southerly edge; thence S0°08'E 42.21 feet along the Northerly extension of the West line of Lot 42 of said Plat; thence N49°53'30"E 122.48 feet along the Northwesterly line of said Plat; thence S66°58'30"E 158.78 feet along said Northeasterly line to the Place of Beginning.

B. The land which may be added to the Project, in whole or in part, pursuant to election of the Developer with the consent of not less than two-thirds by number and value of the Co-owners and mortgagees with each mortgagee having one (1) vote for each mortgage held in the determination of consent by number, is described as follows:

Part of the Southwest 1/4 of Section 27, Town 8 North, Range 11 West, Plainfield Township, Kent County, Michigan, described as: Commencing at the South 1/4 corner of said Section; thence N0°01'30"W 1769.95 feet along the North-South 1/4 line of said Section to the Northeast corner of Crestview Plat No. 2; thence N66°58'30"W 229.06 feet along the Northeasterly line of said Plat to the Place of Beginning; thence N34°49'W 68.42 feet; thence N0°08'W 14.40 feet; thence Westerly 185.07 feet along the Southerly edge of a blacktop drive, along a 169.5 foot radius curve to the left, the long chord of which bears S82°25'20"W 176.04; thence S49°53'30"W 34.24 feet along said Southerly edge; thence S0°08'E 42.21 feet along the Northerly extension of the West line of Lot 42 of said Plat; thence N49°53'30"E 122.48 feet along the Northwesterly line of said Plat; thence S66°58'30"E 158.78 feet along said Northeasterly line to the Place of Beginning.

Lot 44 EXCEPT the South 237.00 feet thereof, Crestview Plat No. 2, as recorded in Book 76 of Plats, Page 43, and being part of Section 27, Town 8 North, Range 11 West, Plainfield Township, Kent County, Michigan.

Part of the Southwest 1/4 of Section 27, Town 8 North, Range 11 West, Plainfield Township, Kent County, Michigan, described as: Commencing at the Southeast corner of Lot 43, Crestview Plat No. 2, as recorded in Liber 76 of Plats, Page 43, thence North 00°09'25"W (recorded as N0°08'W) 250.0 feet to the Place of Beginning of this description; thence continuing N0°09'25"W 103.46 feet; thence N66°58'30"W 99.69 feet (recorded as N66°59'31"W); thence S49°53'30"W 5.04 feet; thence S00°09'25"E 137.04 feet; thence S89°52'E 90.0 feet to the Place of Beginning. Subject to easements, restrictions and rights of way of record.

Lot 42 EXCEPT the South 237.00 feet thereof, Crestview Plat No. 2, as recorded in Book 76 of Plats, Page 43, and being part of Section 27, Town 8 North, Range 11 West, Plainfield Township, Kent County, Michigan.

2. **Condominium Subdivision Plan.** The Condominium Subdivision Plan attached to the Master Deed as Exhibit "B", as amended, is hereby further amended as shown on the Exhibit "B" Condominium Subdivision Plan attached hereto, including the addition of the land described at II(B) as Proposed Future Development land on Sheet 5 of the Exhibit "B" Condominium Subdivision Plan.

3. **Continuing Effect.** Except as amended and modified by this Fifth Amendment to Master Deed, all terms and conditions of the Master Deed, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has duly executed this Fifth Amendment to Master Deed as of the day and year first above written.

WITNESSES:

Dan M. Challa

Julie Lynn TerVeen

4750 PLAINFIELD PARTNERS, INC.

By _____
Mark Harmsen, President

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

On this 14 day of September, 1995, before me, a Notary Public in and for said county, appeared MARK HARMSEN, to me personally known, who being by me duly sworn, did say he is the President of 4750 PLAINFIELD PARTNERS, INC., a Michigan corporation which executed the within instrument; that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and further Mark Harmsen acknowledged said instrument to be the free act and deed of the corporation.

Dan M. Challa
Notary Public, Kent County, MI
My Commission Expires: 2/26/99

This Instrument Drafted By:
KEITH P. WALKER, ESQ.
McSHANE & BOWIE, P.L.C.
1100 Campau Square Plaza
99 Monroe Ave., N.W.
P.O. Box 360
Grand Rapids, MI 49501-0360

Return to draftsman after recording.

951799047-0008-PDS

STATE OF MICHIGAN
COUNTY OF KENT
RECEIVED FOR RECORD
95 SEP 20 PM 3:13
REG. OF DEEDS