

Oct 8 10 23 AM '02

FOR A POWER
OF ATTORNEY
SEE PAGE 10

**FOURTH AMENDMENT TO THE MASTER DEED OF
PORTAGE POINT INN CONDOMINIUMS**

THIS AMENDMENT is made and executed on the 4 day of October, 2002, by **Northwoods Development, LLC** (the "Developer"), an Indiana limited liability company, the developer of that certain condominium project commonly known as Portage Point Inn Condominiums located at 8513 South Portage Point Drive, Onekama, Michigan 49675 (the "Condominium Project"), whose principal office is also situated at 8513 South Portage Point Drive, Onekama, Michigan 49675;

WITNESSETH:

WHEREAS, the Master Deed of the Condominium Project was originally recorded on August 1, 1996, in Liber 635, Pages 397 through 465, of the Manistee County Records, and has been amended by that certain First Amendment to the Master Deed recorded on January 26, 1998, in Liber 666, Pages 800 through 820, of the Manistee County Records, that certain Second Amendment the Master Deed recorded on June 8, 2000, in Liber 729, Pages 637 through 640, of the Manistee County Records (the "Master Deed"), and that certain Third Amendment the Master Deed recorded on October 9, 2001, in Liber 772, Pages 644 through 657, of the Manistee County Records (the "Master Deed") and

WHEREAS, pursuant to that certain judgment entered on September 9, 2002 by the Manistee County Circuit Court in the case of Manistee County Road Commission v. Northwoods Development, L.L.C., Case No. 96-8236-CH, and recorded in Liber 817, Pages 586 through 910, of the Manistee County Records, the Developer and the Condominium Project have been ordered to amend the Master Deed so as to show the existence of both 9th Street and 7th Street as the same have been reconfigured and determined to exist by terms of the judgment; and

WHEREAS, the Developer also desires to expand the size of the Condominium Premises and add five (5) additional apartment units to the Condominium Project; and

WHEREAS, pursuant to Article XII of the Master Deed, the Developer has reserved the right to amend the Master Deed as it determines to be appropriate without the consent of any unit co-owner or mortgagee provided that such amendment does not materially alter or change the rights of any unit co-owner or mortgagee, and such an amendment that does not materially change the rights of a co-owner or mortgagee includes any modification of unsold condominium units;

NOW, THEREFORE, know all persons by these presents that:

1. The condominium subdivision plan of the Project attached to the Master Deed as Exhibit B is hereby amended by substituting therefor and adding thereto replatted Sheets 1, 2, 3, 26, 27, 28, and 29 which are attached hereto as Exhibit A.

2. Article II of the Master Deed is amended in its entirety to read as follows:

ARTICLE II

LEGAL DESCRIPTION

The real property which is dedicated to the Condominium Project established hereby consists of the land legally described as follows:

Lots 3, 4, and 5, Block 3; Lots 10, 11, 12, 13, 14, 15, the East 1/2 of Lot 16 (except the West 3 ft. thereof) and the south 20 ft. of Lot 9, Block 4; Lots 8, 9, 10, 11, 12, 13, 14 and that part of Lot 15 lying east of the west line of Lot 8 extended south, all in Block 18; Lot 6, Block 19; Lots 1, 2, 3, and 4, Block 25; Also the South 1/2 of vacated Tenth Street north of Lots 14, 15 and east of 16, Block 4; Also all that part of South Park, Portage Point lying north of a line beginning at a point on the easterly line of South Park 160 ft. north from the southeast corner and running westerly to a point on the west line of said South Park 100 ft. north from the southwest corner; That part of vacated Seventh Street in Portage Point lying east of Avenue "A" as now located and the vacated portion of Avenue "A" between South Park and Block 25; Also the south 1/2 of vacated Tenth Street, north of Lots 14, 15, and the east 1/2 of Lot 16, Block 4, all in the Plat of Portage Point according to the Plat thereof as recorded in Liber 2b of Plats Page 68, Manistee County Records.

More particularly described as commencing at the meander corner between Sections 28 and 33; Thence S39°21'40"E along the Section Line 271.76 ft.; Thence N15°56'50"E 2064.91 ft. to the southwest corner of Lot 4, Block 25 of the Recorded Plat of Portage Point (Liber 2b of Plats Page 68) for the "Point of Beginning."

Thence N72°0'39"W 327.92 ft. to the west line of South Park;
Thence N07°57'26"E 320.98 ft.;
Thence N65°25'45"W 25.01 ft.;
Thence N12°03'01"E 30.13 ft.;
Thence N89°39'16"W 13.39 ft.;
Thence N01°43'52"E 271.94 ft. to the south right-of-way of Ninth Street;
Thence N29°53'50"E 44.90 ft. to the north right-of-way of Ninth Street;
Thence N00°39'54"W 154.49 ft. to the centerline of vacated Tenth Street;
Thence S86°46'26"E 98.41 ft. along the centerline of Tenth Street;

Thence N19°02'02"E 84.55 ft.;
 Thence S71°17'38"E 228.26 ft. to the westerly right-of-way line of Avenue "A";
 Thence N51°01'09"E 72.92 ft. to the easterly right-of-way line of Avenue "A" and the
 northeast corner of Lot 3, Block 3;
 Thence S72°30'00"E 89.94 ft. along the north line of Lot 3, Block 3 to a traverse line
 along the shore of Portage Lake;
 Thence S03°53'02"W along the lake traverse line 255.97 ft.;
 Thence S32°14'15"E along the lake traverse 29.89 ft.;
 Thence S00°51'38"W along the lake traverse 410.62 ft.;
 Thence S15°56'50"W along the lake traverse 302.63 ft.;
 Thence N72°20'39"W 71.67 ft. to the east line of Avenue "A" as built;
 Thence N17°45'00"E 129.97 ft. to a curve to the left (Delta-67°12'00" Radius-163.78 ft.);
 Thence along the curve 192.09 ft. to the south right-of-way of 7th Street;
 Thence S89°02'42"E 161.74 ft. along the south right-of-way of 7th Street to a traverse
 line along a seawall on Portage Lake;
 Thence N00°51'38"E along the traverse line 40.00 ft.;
 Thence N89°02'42"W 211.20 ft. along the north line of 7th Street to a curve to the right
 (Delta-33°27'51" Radius-273.48 ft.);
 Thence along the curve 159.73 ft.;
 Thence N12°05'00"W 28.70 ft. to a curve to the right (Delta-62°40'06" Radius-177.98
 ft.);
 Thence along the curve 194.67 ft.;
 Thence N50°34'59"E 23.90 ft. to a curve to the left (Delta-09°11'08" Radius-299.48 ft.);
 Thence along the curve 48.01 ft. to the south right-of-way line of 9th Street;
 Thence S72°13'25"E 59.29 ft.;
 Thence S79°00'00"E 126.16 ft. to a traverse line along a seawall on Portage Lake;
 Thence N32°14'15"W along the traverse line 22.46 ft.;
 Thence N03°53'02"E along the traverse line 23.82 ft. to the north right-of-way line of 9th
 Street;
 Thence N79°00'00"W 107.85 ft.;
 Thence N68°50'00"W 39.66 ft. to the east right-of-way of Avenue "A" to a curve to the
 left (Delta-17°46'47" Radius-299.48 ft.);
 Thence along the curve 92.93 ft. along the easterly right-of-way of Avenue A;
 Thence N15°5'00"E along the easterly right-of-way of Avenue A 81.67 ft.;
 Thence N71°17'38"W 5.50 ft.;
 Thence N17°45'00"W along the easterly right-of-way of Avenue a 61.65 ft.;
 Thence S51°01'09"W 72.92 ft.;
 Thence S17°45'00"W 178.49 ft. along west line Avenue "A";
 Thence N87°07'45"W 286.18 ft. along north line 9th Street;
 Thence S29°53'50"W 44.90 ft.;
 Thence S87°07'45"E 288.21 ft. along south line 9th Street to a curve to the right (Delta-
 05°29'42" Radius-273.48 ft.);
 Thence along the curve 26.23 ft.;
 Thence S50°34'59"W 23.90 ft. to a curve to the left (Delta-62°40'06" Radius-203.98 ft.);

Thence along the curve 223.11 ft.;
Thence S10°05'00"E 28.70 ft. to a curve to the left (Delta-39° 29'54" Radius-299.48 ft.);
Thence along the curve 206.45 ft.;
Thence S51°35'00"E 28.80 ft. to a curve to the right (Delta 69°20'34" Radius-137.78 ft.);
Thence along the curve 166.75 ft.;
Thence S17°45'00"W 130.01 ft.;
Thence N72°20'39"W 33.20 ft. to the point of beginning.

7th Street and 9th Street extend to the water's edge of Portage Lake.

3. Section C of Article VI of the Master Deed is amended in its entirety to read as follows:

C. Percentages of Value. Set forth below are:

- (1) Each unit number as it appears on the Condominium Subdivision Plan.
- (2) The percentage of value assigned to each unit.

<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
1	3%
2	3%
3	3%
4	3%
5	12%
6	4%
7	4%
8	3%
9	1%
10	1%
11	1%
12	1%
13	1%
14	1%
15	1%
16	1%
17	1%
18	1%
19	1%
20	1%
21	1%
22	1%

23		1%
24		2%
25	(deleted from Project)	0%
26		2%
27		2%
28		2%
29		2%
30		2%
31		2%
32		2%
33		2%
34		2%
35		2%
36		1%
37		1%
38		2%
39		1%
40		2%
41		2%
42		3%
43		3%
44		1%
45		2%
46		2%
47		2%
48		3%
49		3%
Total		100%

4. Article VIII of the Master Deed is hereby amended and restated in its entirety to read as follows:

ARTICLE VIII

RESTRICTIONS RUNNING WITH THE LAND

The following restrictions may not be amended or waived and shall constitute covenants running with the Condominium Premises and are for the mutual benefit of, and shall be enforceable by, (i) the various co-owners of the Condominium Project, (ii) the Related Condominium Projects and their respective co-owners, (iii) the owner of the Adjacent Parcel and (iv) the Developer and its successors and assigns:

A. Except for Units 5, 6, 37, 39, and 44 each unit shall be used solely and exclusively for single family residential purposes.

B. Except for Units 5, 6, 37, 39, and 44 no unit or limited common element appurtenant thereto shall be used, directly or indirectly, in any manner whatsoever for business or commercial purposes; provided, however, that the foregoing shall not be deemed or construed in any manner as prohibiting or restricting the right of the Developer and its successors and assigns to lease unsold units or the right of co-owners to lease their units as permitted by the Bylaws.

C. Unit 5 shall be used solely for restaurant, banquet, conference, entertainment and related purposes, and Unit 6 shall be used solely for general office purposes; provided, however, that by appropriate amendment of this Master Deed, the owners of such units shall be entitled to convert such units to single family residences so long as such conversion is effected pursuant to plans and specifications approved by the Developer or its successors and assigns.

D. The Condominium Project shall be maintained at all times in a manner consistent with the highest standards of a beautiful and serene lake front resort property for the benefit not only of its co-owners but also of the Related Condominium Projects, the Adjacent Parcel and the Developer and its successors and assigns. Without limiting the generality of the foregoing, the exterior of all structures or improvements located on the Condominium Project which are painted or stained shall be repainted or stained at least once within each period of five (5) consecutive years, shall be regularly maintained and repaired, and when necessary, shall be replaced with components and structures of comparable kind and quality.

E. No building, structure or other improvement now or hereafter located on the Condominium Premises shall be constructed, nor shall any exterior modification be made to any existing building, structure or other improvement, unless and until plans and specifications therefor have first been approved in writing by the Developer and its successors and assigns.

F. Unless the Board of Directors of the Association agrees in writing with the owner of a cottage unit that the owner shall be, for a specified period of time not to exceed one year, responsible for maintenance of the landscaping contained within the owner's unit, the Association shall be responsible for the maintenance of all lawns, trees, shrubs and other landscaping items from time to time existing within the boundaries of the cottage units, just as if such landscaped areas were general common elements.

G. Each co-owner of a cottage unit carry fire and extended coverage, vandalism and malicious mischief and liability insurance appropriate to the ownership, use and maintenance of the unit as a single family residence, and such insurance shall be carried and administered in accordance with the following provisions:

(a) The insurance shall be purchased by the co-owner for and on behalf of both the co-owner and the Association and shall be such as will (i) insure the Association

against liability for injury to persons and/or property and death of any person or persons occurring in or about the unit and (ii) insure that any improvements which are damaged or destroyed are capable of being repaired or rebuilt to substantially the same condition.

Such policy shall be in form and substance satisfactory to the Association and shall be written by an insurance company licensed to do business in Michigan acceptable to the Association.

(b) The policy shall specifically provide that it shall not be canceled without written notice being given to the Association at least thirty (30) days in advance.

(c) The policy shall contain a waiver of subrogation pursuant to which the insurer waives the right to proceed against the Association and other co-owners for loss or damage caused by or resulting from the acts of carelessness or negligence of the co-owners and the Association and its officers, agents, employees.

(d) The co-owner shall deliver to the Association such satisfactory evidence of the insurance as the Association may from time to time request, including, if requested, a duplicate copy of the policy.

(e) If the co-owner fails to obtain or maintain satisfactory insurance, the Association may, but shall not be obligated to, obtain or maintain such insurance and pay the premiums therefor, or take such other action as the Association deems appropriate. The co-owner shall be obligated to repay to the Association all sums expended in connection with obtaining or maintaining insurance upon demand, together with interest at the rate of ten percent (10%) per annum.

(f) If any improvements located in the unit are damaged or destroyed, then unless the co-owner and the Association otherwise agree in writing to the contrary, the damaged or destroyed property shall be repaired, to the extent the available insurance proceeds permit, to such condition as shall be at least as good as the condition of the property immediately prior to its damage or destruction.

(g) The co-owner shall be responsible for the reconstruction, repair and maintenance of the improvements located in the unit. Immediately after a casualty causing damage to property for which the co-owner has responsibility, the co-owner shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of the required reconstruction or repair, and if the co-owner declines to make-up the difference, the co-owner and the Association shall in good faith negotiate alternative repairs capable of being made with the available insurance. The co-owner and the Association shall cooperate to settle all insurance matters as soon as possible. All insurance proceeds shall be deposited with the Association (or such third party as shall be acceptable to the co-owner and the

Association) and shall be made available to the co-owner to repair the property on a construction draw basis or by such other means as shall be acceptable to the Association.

H. Unit 37 shall be used solely for general meeting room purposes; provided, however, that by appropriate amendment of this Master Deed, the owner of such unit shall be entitled to convert such it to a single family residence so long as such conversion is effected pursuant to plans and specifications approved by the Developer or its successors and assigns.

I. Unit 39 shall be used solely for locker room/shower room purposes; provided, however, that by appropriate amendment of this Master Deed, the owner of such unit shall be entitled to convert such it to a single family residence so long as such conversion is effected pursuant to plans and specifications approved by the Developer or its successors and assigns.

J. Unit 44 shall be used solely for recreational and exercise purposes; provided, however, that by appropriate amendment of this Master Deed, the owner of such unit shall be entitled to convert such it to a single family residence so long as such conversion is effected pursuant to plans and specifications approved by the Developer or its successors and assigns.

IN WITNESS WHEREOF, the undersigned managing member of the Developer has caused this amendment to be executed as of the day and year first above written.

WITNESSES:

NORTHWOODS DEVELOPMENT, LLC, an Indiana Limited Liability Company

By Northwoods Development Company, Inc., an Indiana Corporation, its Managing Member

Achrista Short

Name:

By h e h
Michael C. DeVoe, President

Debra Clancy

Name:

State of Michigan)
) ss.
County of MANISTEE

On this 4th day of OCTOBER, 2002, the foregoing Fourth Amendment to the Master Deed of Portage Point Inn Condominiums was acknowledged before me by Michael C.

DeVoe, the President of Northwoods Development Company, Inc. which is the managing member of Northwoods Development, LLC, on behalf of said limited liability company.

Charlotte H. Straight
Notary Public
7-18-2004 County, Michigan
My commission expires:

This instrument drafted by:
Charles E. Scholl
Miller, Johnson, Snell & Cumiskey, PLC
250 Monroe Avenue, N.W.
Suite 800
P.O. Box 306
Grand Rapids, Michigan 49501-0306
(616) 831-1700

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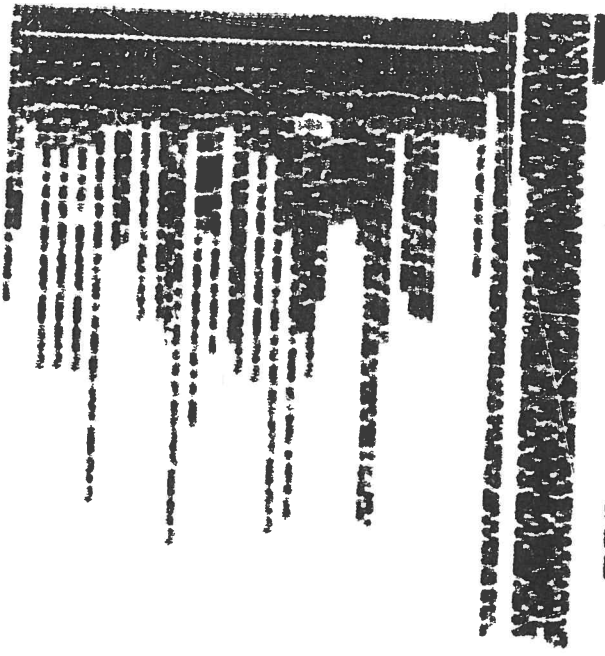
MASTER COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 13-88
SHEET "A" TO THE MASTER DEED OF:

- REPLAT NO. 4 OF PAVLOV BLDG. 2 CHANGE IN BOUNDARY DESCRIPTION AS PER AMENDED PLAT
- REPLAT NO. 3 OF PAVLOV BLDG.
- REPLAT NO. 2 OF SEBON L. DEE.
- REPLAT NO. 2 OF TERRACE BUILDING
- REPLAT NO. 1 OF TERRACE BLDG. & UNIT 25

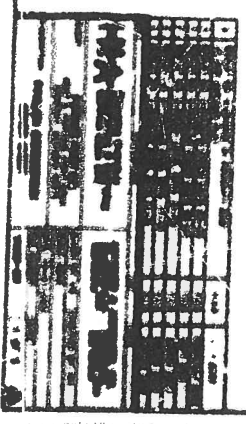
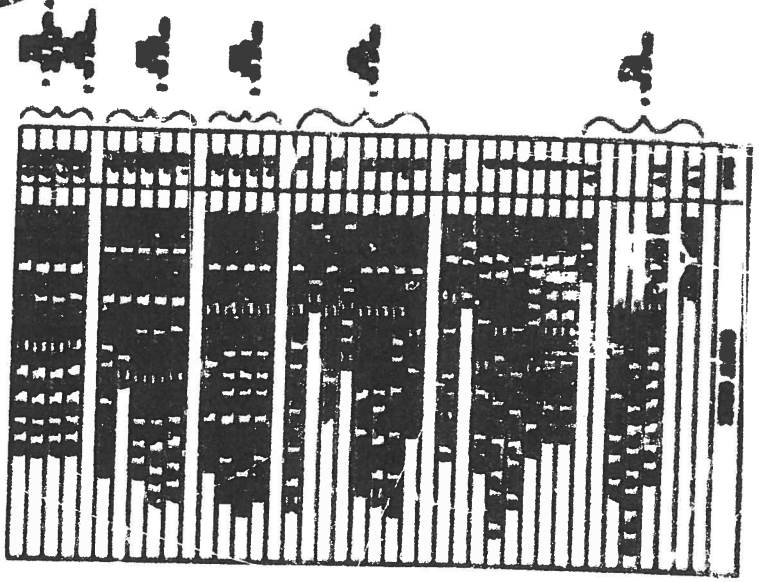
Portage Point Inn

A CONDOMINIUM LOCATED IN OMAHA
COUNTY, NEBRASKA

BY: *[Signature]*
REGISTERED LAND SURVEYOR



Richard L. Hays



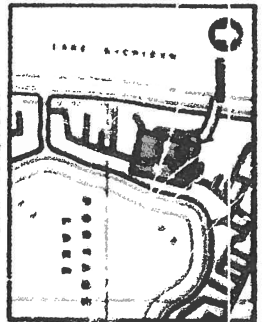
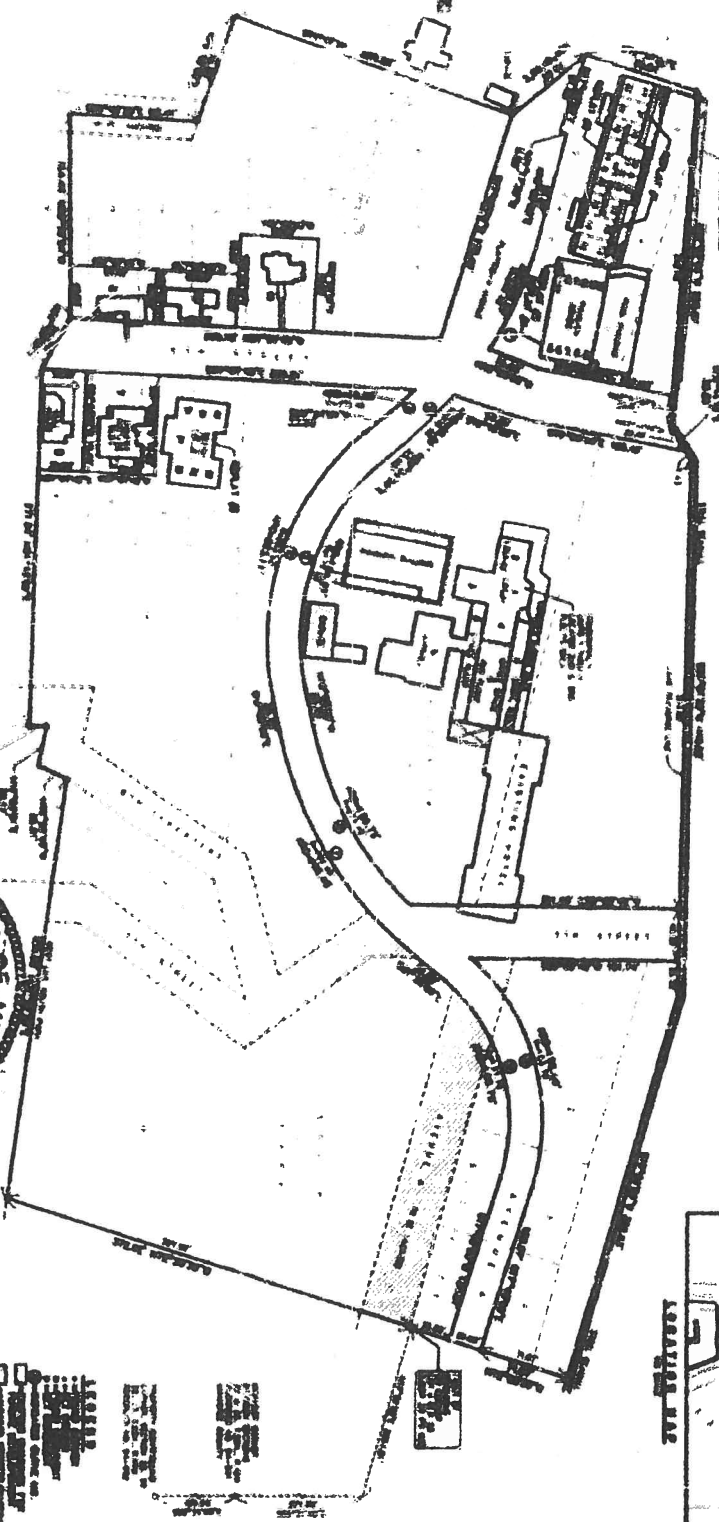
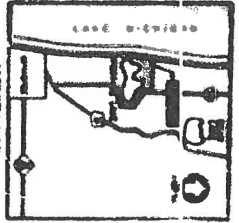


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Richard Hays
Land Surveyor
No. 25947

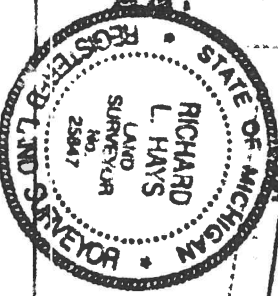
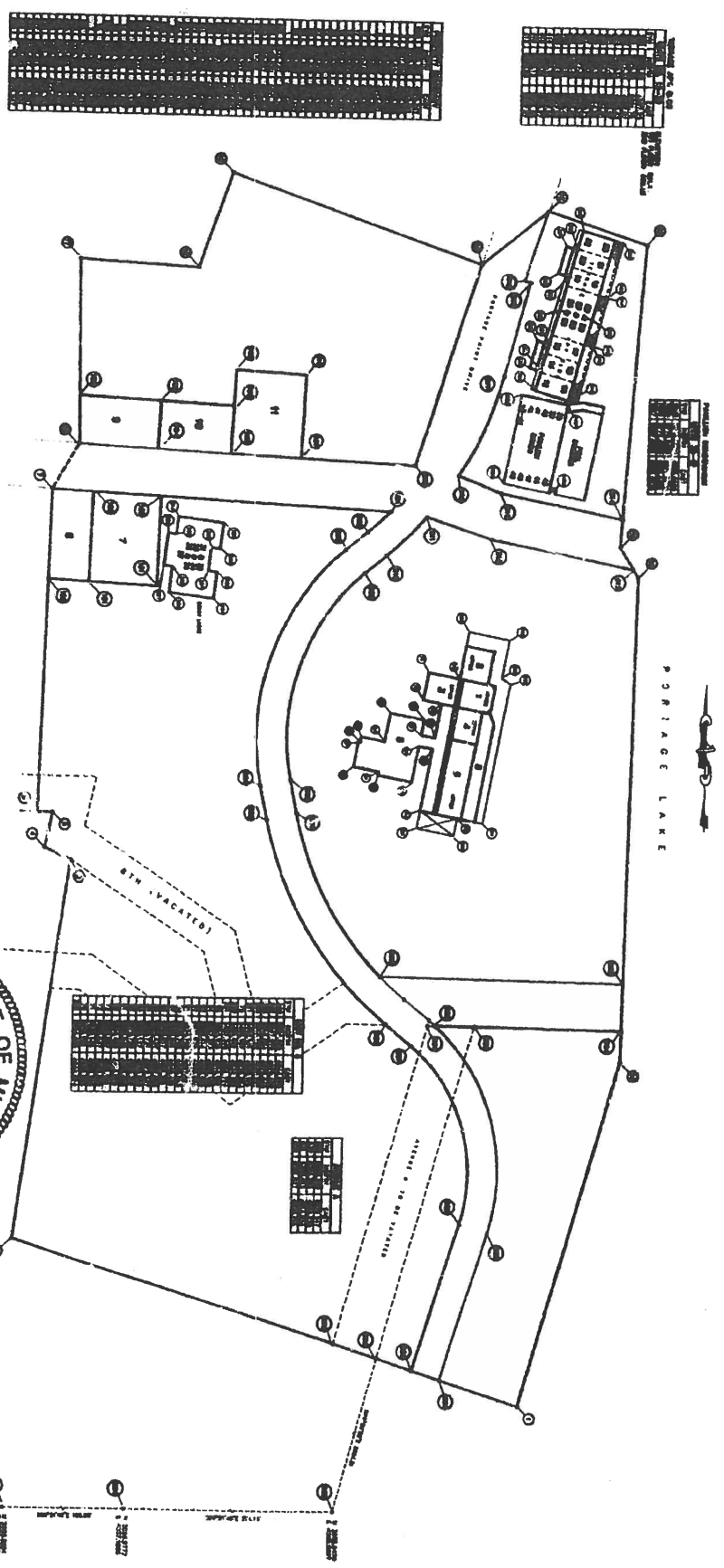


Table with multiple columns and rows, containing technical or surveying data.



STATE OF MICHIGAN
 REGISTERED LAND SURVEYOR
 RICHARD L. HAYS
 LAND SURVEYOR
 No. 25847

Richard Hays

1. DATE OF SURVEY	2. DATE OF PLOTTING	3. DATE OF RECORDING	4. DATE OF CLOSURE
5. CLIENT	6. PROJECT	7. SHEET NO.	8. SHEETS TOTAL
9. DRAWN BY	10. CHECKED BY	11. DATE	12. SCALE
DESCRIPTION: SITE PLAN			
LIBER 0818 PAGE 0774			

LEGEND
 (1) - EXISTING CONSTRUCTION
 (2) - EXISTING CONSTRUCTION
 (3) - EXISTING CONSTRUCTION
 (4) - EXISTING CONSTRUCTION

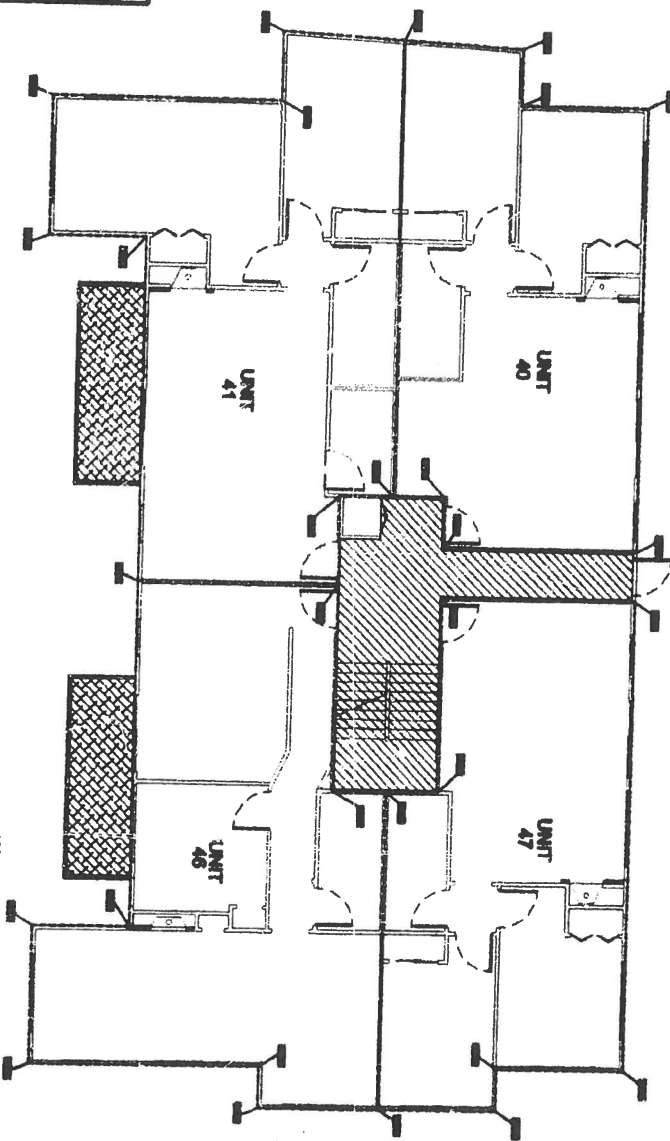
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UNIT NO. 49

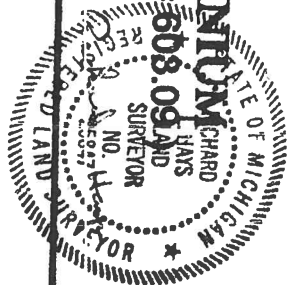
PT. & ELEVATION	FINISH	REMARKS
PT. 1	CEILING	CONCRETE
PT. 2	FLOOR	CONCRETE
PT. 3	WALL	CONCRETE
PT. 4	WALL	CONCRETE
PT. 5	WALL	CONCRETE
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PT. 30	WALL	CONCRETE

UNIT NO. 41

PT. & ELEVATION	FINISH	REMARKS
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PT. 2	FLOOR	CONCRETE
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PAVILION CONDOMINIUM
SECOND FLOOR (ELEV. = 608.09)

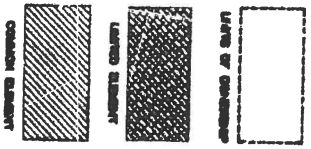


UNIT NO. 47

PT. & ELEVATION	FINISH	REMARKS
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PT. 30	WALL	CONCRETE

UNIT NO. 48

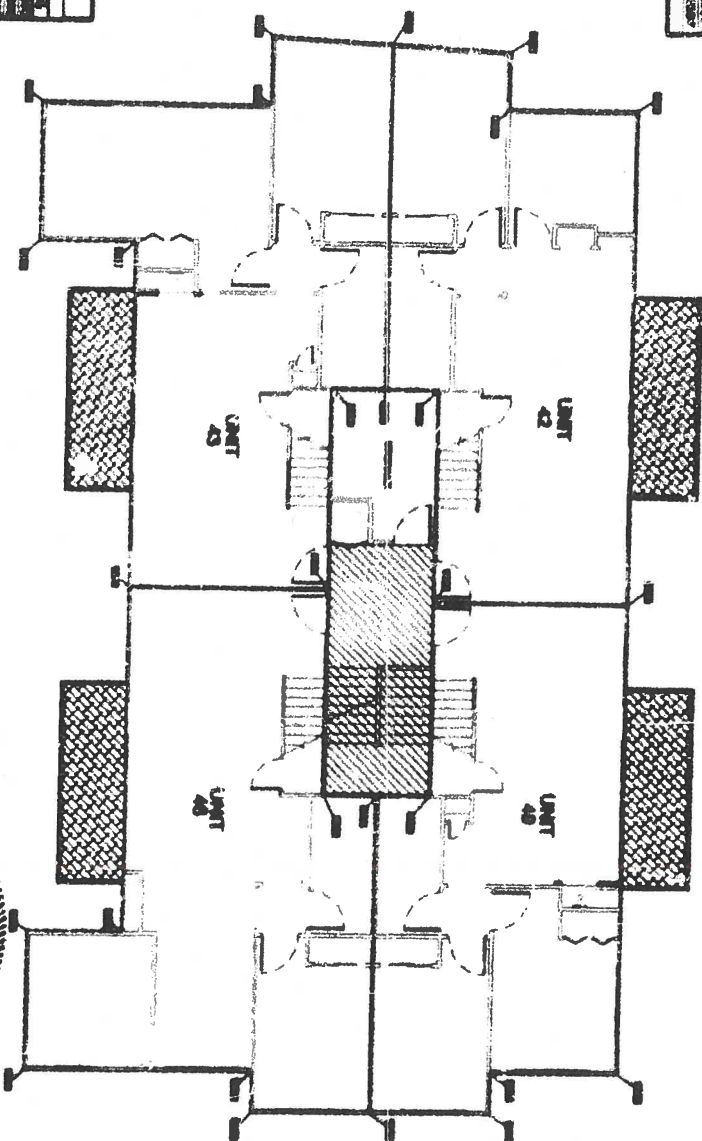
PT. & ELEVATION	FINISH	REMARKS
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PT. 2	FLOOR	CONCRETE
PT. 3	WALL	CONCRETE
PT. 4	WALL	CONCRETE
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PT. 28	WALL	CONCRETE
PT. 29	WALL	CONCRETE
PT. 30	WALL	CONCRETE



NO.	DESCRIPTION	DATE	BY
1	REVISION		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
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25	REVISION		
26	REVISION		
27	REVISION		
28	REVISION		
29	REVISION		
30	REVISION		

LIBR 0818 7150777

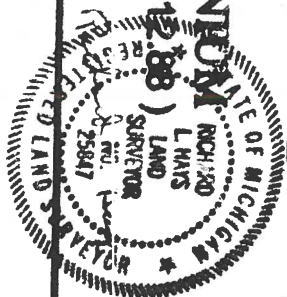
NORTH



PAVILION CONDOMINIUM
THIRD FLOOR (ELEV. = 612.88)

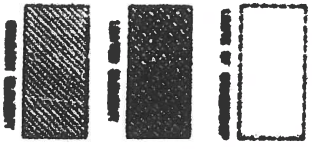
UNIT NO.	OWNER	DATE
42		
43		
45		
46		

UNIT NO.	OWNER	DATE
42		
43		
45		
46		



UNIT NO.	OWNER	DATE
42		
43		
45		
46		

UNIT NO.	OWNER	DATE
42		
43		
45		
46		



UNIT NO.	OWNER	DATE
42		
43		
45		
46		

LIBER 0818 PAGE 0778

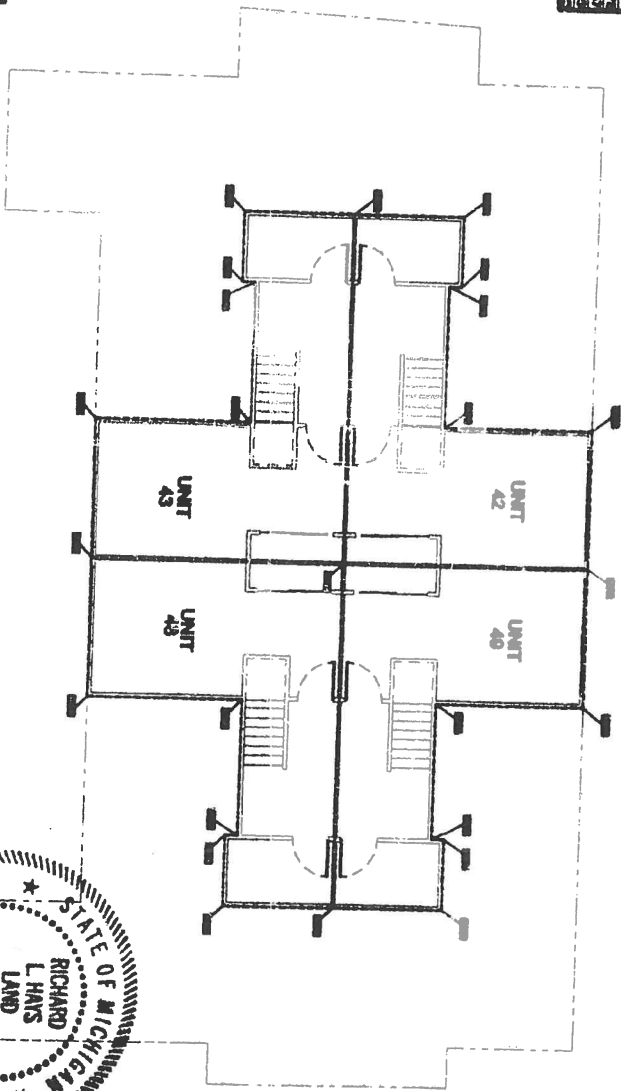
UNIT NO. 2

PL. 8	ELEVATION	DESCRIPTION
100	100	100
101	101	101
102	102	102
103	103	103
104	104	104
105	105	105
106	106	106
107	107	107
108	108	108
109	109	109
110	110	110
111	111	111
112	112	112
113	113	113
114	114	114
115	115	115
116	116	116
117	117	117
118	118	118
119	119	119
120	120	120

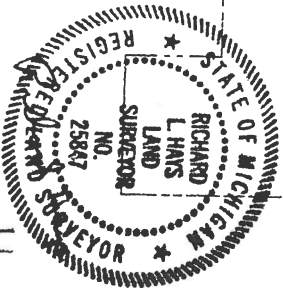
UNIT NO. 43

PL. 8	ELEVATION	DESCRIPTION
100	100	100
101	101	101
102	102	102
103	103	103
104	104	104
105	105	105
106	106	106
107	107	107
108	108	108
109	109	109
110	110	110
111	111	111
112	112	112
113	113	113
114	114	114
115	115	115
116	116	116
117	117	117
118	118	118
119	119	119
120	120	120

NORTH 

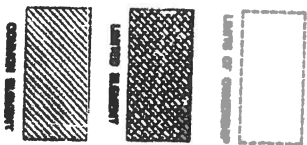


PAVILION CONDOMINIUM
MEZZANINE (ELEV. = 622.67)



UNIT NO. 48

PL. 8	ELEVATION	DESCRIPTION
100	100	100
101	101	101
102	102	102
103	103	103
104	104	104
105	105	105
106	106	106
107	107	107
108	108	108
109	109	109
110	110	110
111	111	111
112	112	112
113	113	113
114	114	114
115	115	115
116	116	116
117	117	117
118	118	118
119	119	119
120	120	120



UNIT NO. 49

PL. 8	ELEVATION	DESCRIPTION
100	100	100
101	101	101
102	102	102
103	103	103
104	104	104
105	105	105
106	106	106
107	107	107
108	108	108
109	109	109
110	110	110
111	111	111
112	112	112
113	113	113
114	114	114
115	115	115
116	116	116
117	117	117
118	118	118
119	119	119
120	120	120

PL. 8	ELEVATION	DESCRIPTION
100	100	100
101	101	101
102	102	102
103	103	103
104	104	104
105	105	105
106	106	106
107	107	107
108	108	108
109	109	109
110	110	110
111	111	111
112	112	112
113	113	113
114	114	114
115	115	115
116	116	116
117	117	117
118	118	118
119	119	119
120	120	120