

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

**THIS AMENDMENT** is made and executed on the 26 day of Dec, 1997 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 (the "Condominium Project"), the Master Deed and Condominium Bylaws of which are recorded in Liber 635, Pages 397 through 465, of the Manistee County Records (the "Master Deed"), whose principal office is situated at 4514 North College Avenue, Indianapolis, Indiana 46205;

\*8513 S. Portage Point Drive  
Onkama, MI 49675

**WITNESSETH:**

**WHEREAS**, pursuant to Article X of the Master Deed, the Developer has reserved the right to expand the Condominium Project at any time within six (6) years of the date that the Master Deed was first recorded by amending the Master Deed so as to add to the Condominium Premises all or any portion of the land identified therein as being the Adjacent Parcel and designating such units and general and limited common elements as shall be located thereon; and

**WHEREAS**, the Developer desires to expand the size of the Condominium Premises and to add thirteen (13) additional apartment units and one (1) cottage unit to the Condominium Project;

**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 amended in its entirety by substituting therefor the replatted condominium subdivision plan attached hereto as Exhibit A.
2. Article II of the Master Deed is amended so as to add the following two parcels of land to the real property dedicated to the Condominium Project:

**Parcel 12****TERRACE BUILDING**

Part of Lots 3 and 4, Block 3, Plat of Portage Point, according to the Plat the 301 as recorded in Liber 2B of Plats, page 68, Manistee Records. Being described as Commencing at the NW corner of Lot 3, Block 3 of said Plat; Thence N-72°-30'-00" E

along the North line of Lot 3 33.09 feet; Thence S-15°-35'-20" W 6.08 feet to the Point of Beginning;

Thence S-74°-24'-40" E 37.00 feet;  
Thence S-15°-35'-20" W 48.25 feet;  
Thence S-74°-24'-40" E 0.46 feet;  
Thence S-15°-35'-20" W 43.50 feet;  
Thence N-74°-24'-40" W 0.46 feet;  
Thence S-15°-35'-20" W 48.25 feet;  
Thence N-74°-24'-40" W 37.00 feet;  
Thence N-15°-35'-20" E 16.66 feet;  
Thence N-74°-24'-40" W 10.00 feet;  
Thence N-15°-35'-20" E 23.67 feet;  
Thence S-74°-24'-40" E 10.00 feet;  
Thence S-15°-35'-20" E 59.33 feet;  
Thence N-74°-24'-40" W 10.00 feet;  
Thence N-15°-35'-20" E 23.67 feet;  
Thence S-74°-24'-40" E 10.00 feet;  
Thence N-15°-35'-20" E 16.67 feet to the Point of Beginning.  
Containing 5,673.32 sq. ft.

**Parcel 13**

**UNIT 25**

Part of Lot 4, Block 25 of Portage Point according to the Plat thereof as recorded in Liber 2B of Plats, page 68, Manistee County Records being described as Unit 25 of Manistee County Condominium Subdivision Plan No. 13-96 proposed Replat No. 1 more particularly described as Commencing at the SE corner of Lot 4, Block 25 of said Plat of Portage Point. Thence N-72°-20'-39" W 71.67 feet along the South line of said Lot 4; Thence N-17°-39'-21" E 50.00 feet; Thence S-72°-20'-39" E 70.18 feet; Thence S-15°-56'-50" W 50.02 feet to the Point of Beginning. The North & South lines extend to waters edge of Portage Lake with riparian rights.

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	6%
2	6%
3	5%
4	6%
5	3%
6	3%
7	6%
8	4%
9	2%
10	2%
11	4%
12	3%
13	3%
14	3%
15	3%
16	3%
17	3%
18	3%
19	3%
20	3%
21	3%
22	3%
23	3%
24	14%
25	3%
Total	100%

4. Section A of Article VIII of the Master Deed is amended in its entirety to read as follows:

A. Except for Units 5 and 6, and except as otherwise specifically provided by Section I of this Article VIII with regard to Unit 25, each unit shall be used solely and exclusively for single family residential purposes.

5. The following is added as Section I of Article VIII of the Master Deed:



I. Unit 25 shall be used solely for the seasonal mooring of noncommercial seaworthy pleasure boats in Portage Lake and for such ordinary and usual recreational activities as are commonly associated with recreational pleasure boating. Subject to receiving the prior approval of the Developer and its successors and assigns as to kind and character, which approval shall not be unreasonably withheld, and to obtaining such licenses and permits as may be required by law, the Co-owner of Unit 25 shall be entitled to place one (1) seasonal dock extending from the unit into Portage Lake. The seasonal dock shall not be installed prior to April 1 of each year and shall be removed on or before December 1 of each year. Unless, on a season by season basis, the Developer and its successors and assigns otherwise agree for any given boating season, the dock placed shall be placed so as to extend perpendicularly into Portage Lake and shall be located at the midpoint of the unit's shoreline boundary. No sheds, boathouses, benches, fences, trees, shrubs or other improvements or landscaping shall be constructed or placed upon the unit unless and until plans and specifications therefore have first been approved in writing by the Developer and its successors and assigns. The unit shall not be use for any storage or parking purposes, including, specifically, the over night parking of motor vehicles or the storage of boats on trailers; provided, however, that any storage buildings constructed with the consent of the Developer and its successors and assigns may be used for their intended purposes and motor vehicles may be parked thereon during such periods as the unit or a boat moored thereat are in actual use by the Co-owner and/or his or her family or guests. Unit 25 shall not be used to moor more than two (2) pleasure boats on an over night basis, and all boats moored or docking at the unit shall be tied or anchored so as not to extend in any manner beyond the boundaries of the unit as extended into Portage Lake.

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

Marilyn Francis  
Name: Marilyn Francis

Richard H. Veine  
Name: Richard Veine

By Michael C. DeVoe  
Michael C. DeVoe, President

LIBERO 666 PAGE 804

State of Michigan )  
 ) ss.  
County of Manistee )

On this 26th day of December 1, 1997, the foregoing First 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.

MARILYN FRANCIS  
NOTARY PUBLIC  
MANISTEE COUNTY, MICHIGAN  
Commission Expires Apr. 29, 2001

Marilyn Francis  
Notary Public  
County, Michigan

My commission expires:

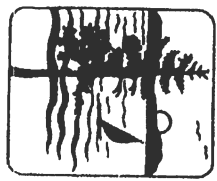
DRAFTED BY:  
Charles E. School, Esq.  
Miller, Johnson, Sneli & Cummiskey  
800 Calder Plaza Building  
Grand Rapids, Michigan 49503  
616) 459-8311

Exhibit: A (16 pages) UN0666 ME0805

MANISTEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 13-96  
 EXHIBIT "A" TO THE MASTER DEED OF:

REPLAT NO. 1 of TERRACE BLDG. & UNIT 25  
 PORTAGE POINT INN

A CONDOMINIUM LOCATED IN  
 ONEKAMA TOWNSHIP, MANISTEE COUNTY, MICHIGAN



**DEVELOPER:**  
 NORTHWOODS DEVELOPMENT, L.L.C.  
 8813 S. PORTAGE POINT RD.  
 P.O. BOX 550  
 ONEKAMA, MICHIGAN 49675  
 616 - 889 - 4222

**SURVEYOR:**  
 NONRLUND & ASSOCIATES, INC.  
 813 E. LUDINGTON AVE.  
 LUDINGTON, MICHIGAN 49431  
 616 - 843 - 3465

**DESCRIPTION:**

THIS REPLAT NO. 1 OF TERRACE BLDG. & UNIT 25, PORTAGE POINT INN, IS A CONDOMINIUM SUBDIVISION PLAN AS DEFINED IN SECTION 207.2 OF THE MICHIGAN CONSTITUTION AND SECTION 560.1 OF THE MICHIGAN COMPILATION STATUTES. THE CONDOMINIUM SUBDIVISION PLAN IS SUBJECT TO THE MASTER DEED OF THE MANISTEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 13-96, EXHIBIT "A" TO THE MASTER DEED OF THE MANISTEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 13-96, RECORDED IN PUBLIC ACT 137 OF 1996, AS AMENDED, AND TO THE MASTER DEED OF THE MANISTEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 13-96, EXHIBIT "A" TO THE MASTER DEED OF THE MANISTEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 13-96, RECORDED IN PUBLIC ACT 137 OF 1996, AS AMENDED, AND TO THE MASTER DEED OF THE MANISTEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 13-96, EXHIBIT "A" TO THE MASTER DEED OF THE MANISTEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 13-96, RECORDED IN PUBLIC ACT 137 OF 1996, AS AMENDED.

THE ATTORNEY - S. J. HARRIS, HARRIS & ASSOCIATES, P.C., HAS REVIEWED THESE SHEETS AND APPROVES THEM FOR RECORDATION. THESE SHEETS WILL REPLACE THE SHEETS PREVIOUSLY RECORDED.

**SHEET INDEX:**

- 1. COVER SHEET
- 2. SURVEY PLAN - UNITS 7, 8, 9, 10, 11, 8, 35
- 3. SITE PLAN
- 4. UNITS 1, 2, 3, 4 - 2ND FLOOR PLAN
- 5. UNITS 1, 2, 3, 4 - 3RD FLOOR PLAN
- 6. UNITS 1, 2, 3, 4 - LOBBY - SECTION VIEW
- 7. KITCHEN BLDG. FLOOR PLAN part of UNIT 5
- 8. LOBBY & LOUNGE - 1ST FLOOR PLAN part of UNIT 5
- 9. DANCE & DRINK ROOM - 1ST FLOOR PLAN part of UNIT 5
- 10. OFFICE AREA - 2ND FLOOR PLAN - UNIT 6
- 11. TERRACE BLDG. - WEST ELEVATION UNIT LIMITS
- 12. TERRACE BLDG. - 2ND FLOOR UNIT LIMITS
- 13. TERRACE BLDG. - STAIRWELLS - WEST SECTION
- 14. TERRACE BLDG. - CORRIDOR DETAIL B
- 15. SECTION D-D
- 16. TERRACE BLDG. - UNIT 16 FLOOR PLAN



RICHARD L. HARRIS  
 REGISTERED LAND SURVEYOR  
 REGISTRATION # 28847

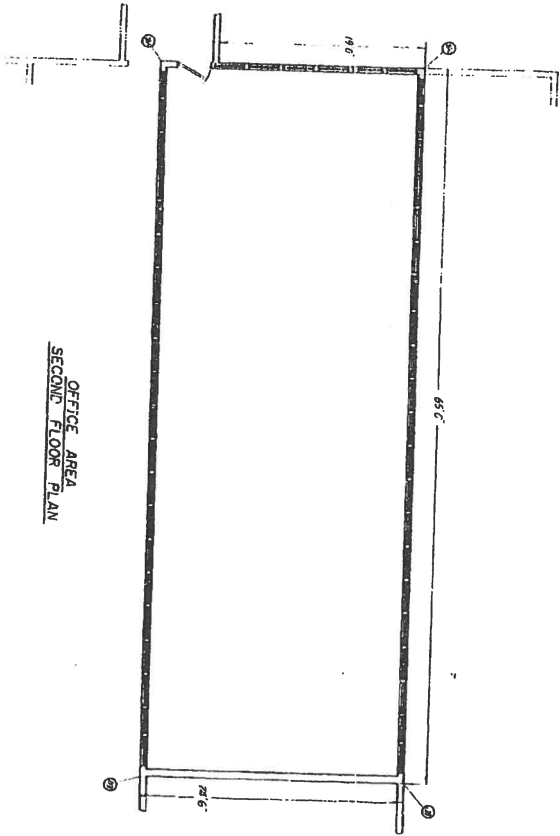
COMPLETE ENGINEERING & SURVEYING SERVICES SINCE 1872

NONRLUND & ASSOCIATES, INC.  
 813 E. LUDINGTON AVENUE  
 LUDINGTON, MI 49431  
 616-843-3465

COVER SHEET

11

LIBRO 666 PABLO 814



OFFICE AREA  
SECOND FLOOR PLAN

UNIT	NO.	DATE
NO. 1	1	1/1/72
NO. 2	2	1/1/72
NO. 3	3	1/1/72
NO. 4	4	1/1/72
NO. 5	5	1/1/72
NO. 6	6	1/1/72
NO. 7	7	1/1/72
NO. 8	8	1/1/72
NO. 9	9	1/1/72
NO. 10	10	1/1/72

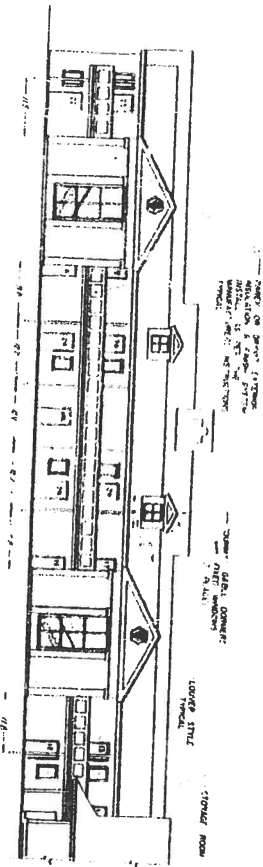
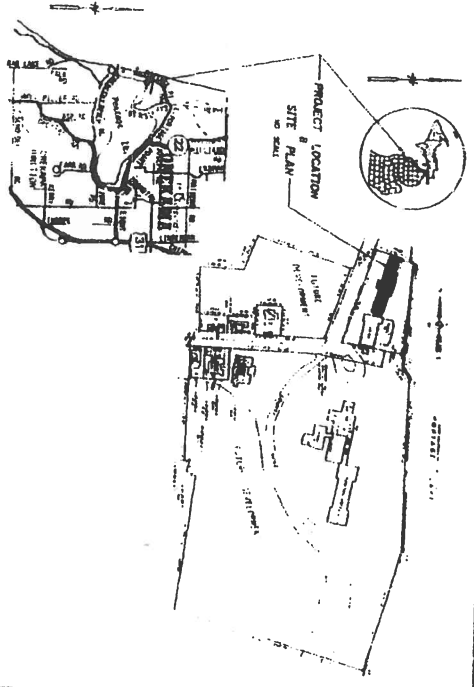
PLANING  
602/00

**NA** COMPLETE  
ENGINEERING & SURVEYING  
SERVICES SINCE 1972

NO.	DESCRIPTION	DATE
1	NOROLIND B ASSOCIATES, INC.	
2	813 E LUDWIGSON AVENUE	
3	LUDWIGSON, MICHIGAN 48431	
4	POSTAGE PAID - INV.	
5	OFFICE	
6	DATE	
7	BY	
8	SCALE	
9	DATE	
10	BY	



LIBERO 666 MSC0815



MAP OF AREA SHOWING  
LOCATION OF THIS PROJECT  
AS RELATED TO THE  
CITY OF CHICAGO

OWNER: ALTA GROUP  
ARCHITECT: [unreadable]

CONTRACT NO. [unreadable]  
DATE: [unreadable]

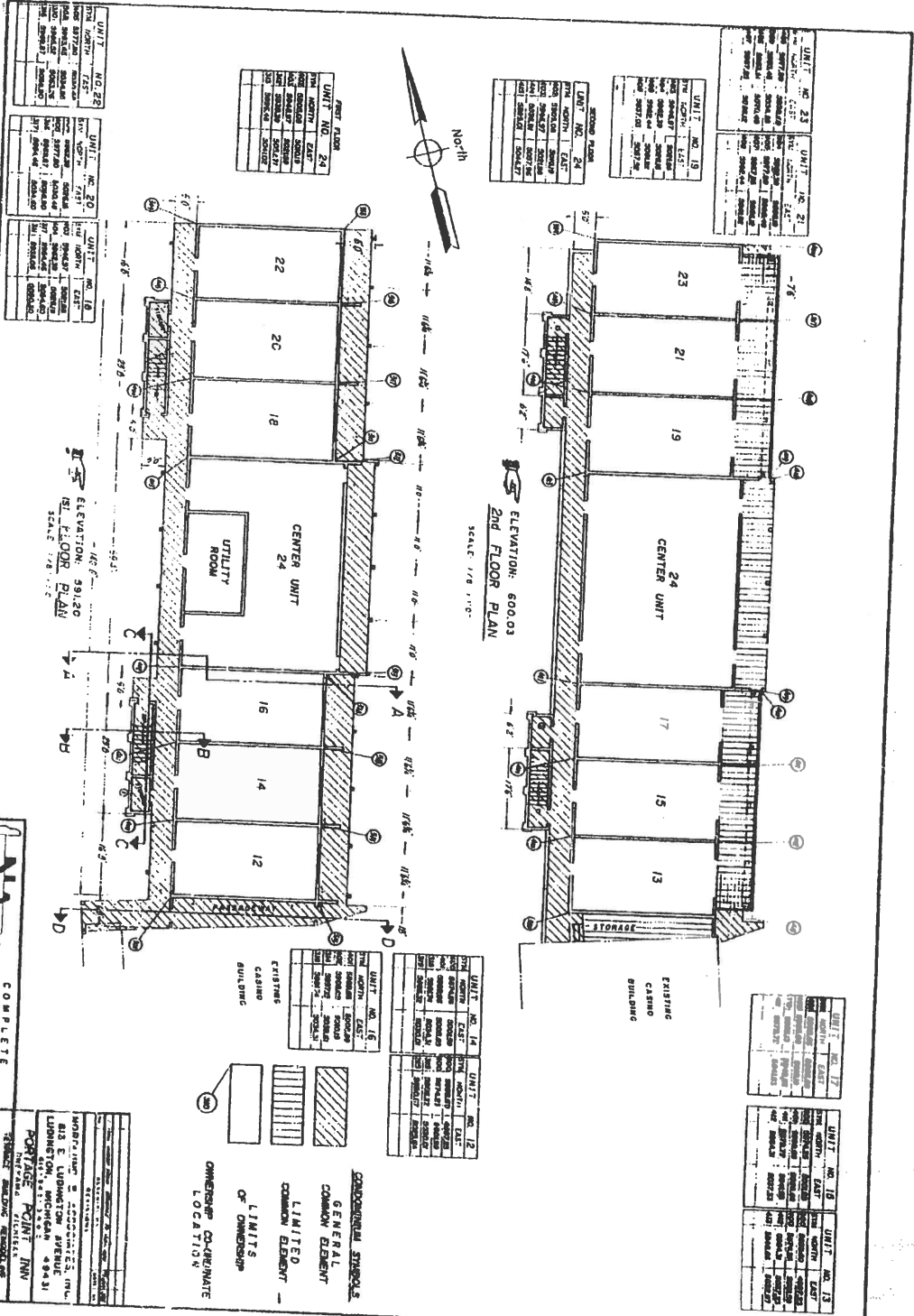
1/21/78  
CALKINS  
B/C/DM

- BUILDING REVISIONS WILL INCLUDE AN AUTOMATIC PROGRAMMING SYSTEM (P/S) 4.0 SYSTEM. ALL SYSTEMS SHALL BE PROVIDED IN ALL CONTRACTS AND SHALL BE SUBJECT TO THE DESIGNER'S APPROVAL.
- BUILDING TYPE: S-E
- USE GROUP: 2, 3
- DESIGN LOADS:
  - DEAD LOAD: 15 PSF
  - LIVE LOAD: 40 PSF
  - WIND LOAD: AS PER ASCE 7-88
  - SEISMIC LOAD: AS PER UBC 1997
  - SOIL: AS PER GEOTECHNICAL REPORT

**NA** CONSULTING & SURVEYING SERVICES SINCE 1972

PROJECT NO.	LIBERO 666
DATE	1/21/78
DESIGNER	ALTA GROUP
ARCHITECT	[unreadable]
ENGINEER	[unreadable]
CONTRACT NO.	[unreadable]
DATE	[unreadable]
PROJECT NO.	LIBERO 666
DATE	1/21/78
DESIGNER	ALTA GROUP
ARCHITECT	[unreadable]
ENGINEER	[unreadable]
CONTRACT NO.	[unreadable]
DATE	[unreadable]

URD 666 REC 816



UNIT NO. 18

UNIT NO.	18
PLN. NO.	18
PLN. DATE	1/27/72
PLN. BY	...
PLN. CHECKED BY	...
PLN. APPROVED BY	...
PLN. DATE	1/27/72

UNIT NO. 20

UNIT NO.	20
PLN. NO.	20
PLN. DATE	1/27/72
PLN. BY	...
PLN. CHECKED BY	...
PLN. APPROVED BY	...
PLN. DATE	1/27/72

ELEVATION: 600.03  
2ND FLOOR PLAN  
SCALE: 1/8" = 1'-0"

ELEVATION: 591.20  
2ND FLOOR PLAN  
SCALE: 1/8" = 1'-0"

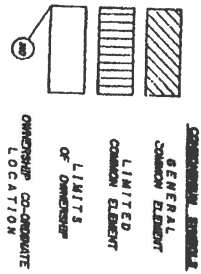
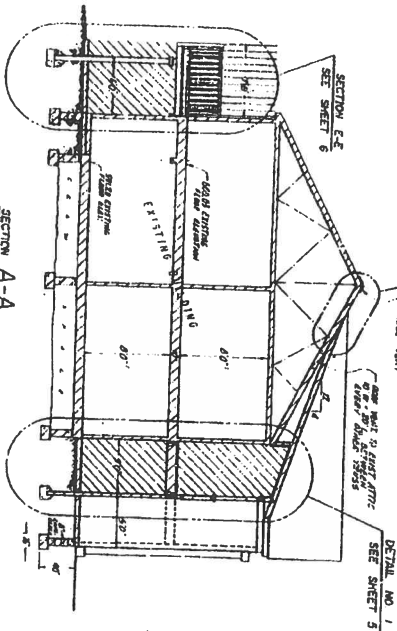
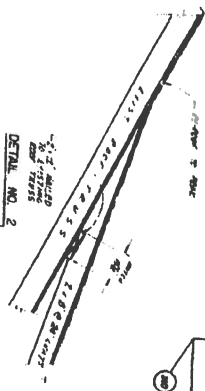
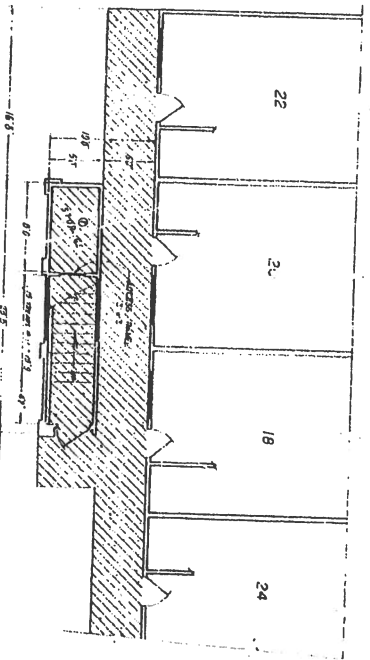
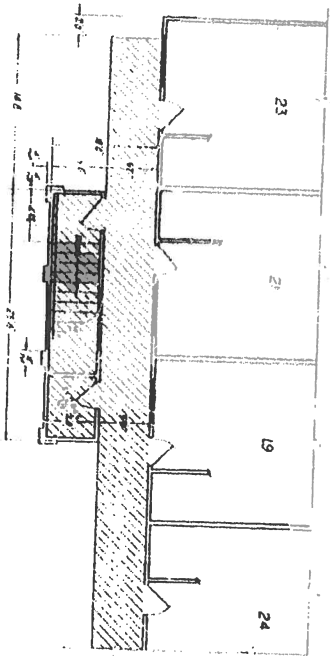
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14	14	1/27/72	...	...	...	1/27/72
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22	22	1/27/72	...	...	...	1/27/72
23	23	1/27/72	...	...	...	1/27/72
24	24	1/27/72	...	...	...	1/27/72

CONDONORIAL STRONG'S  
GENERAL  
COMMON ELEMENT  
LIMITED  
OWNERSHIP  
LIMITS  
OWNERSHIP CO-OPERATIVE  
LOCATION

COMPLETE  
ENGINEERING & SURVEYING  
SERVICES SINCE 1972

PORTAGE  
ANN  
12000  
ANN ARBOR, MICHIGAN 48106  
TELEPHONE 963-1111

WD 666 MC 817

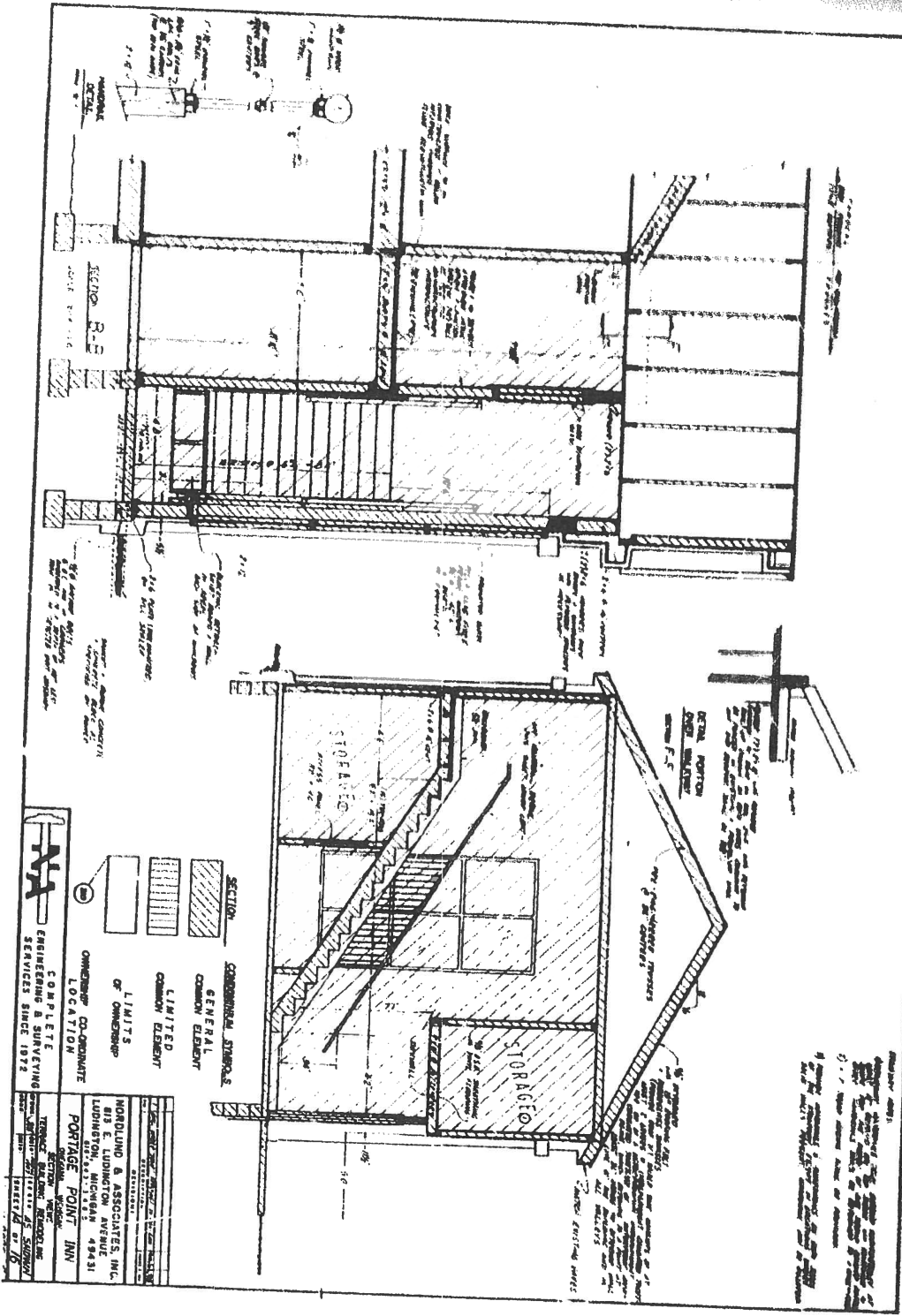


COMPLETE ENGINEERING & SURVEYING SERVICES SINCE 1972

NONOLUND & ASSOCIATES, INC.  
815 E. LUDWIGSON AVENUE  
LUDWIGSON, MICHIGAN 49431  
PORTAGE POINT INN  
PORTAGE, MICHIGAN

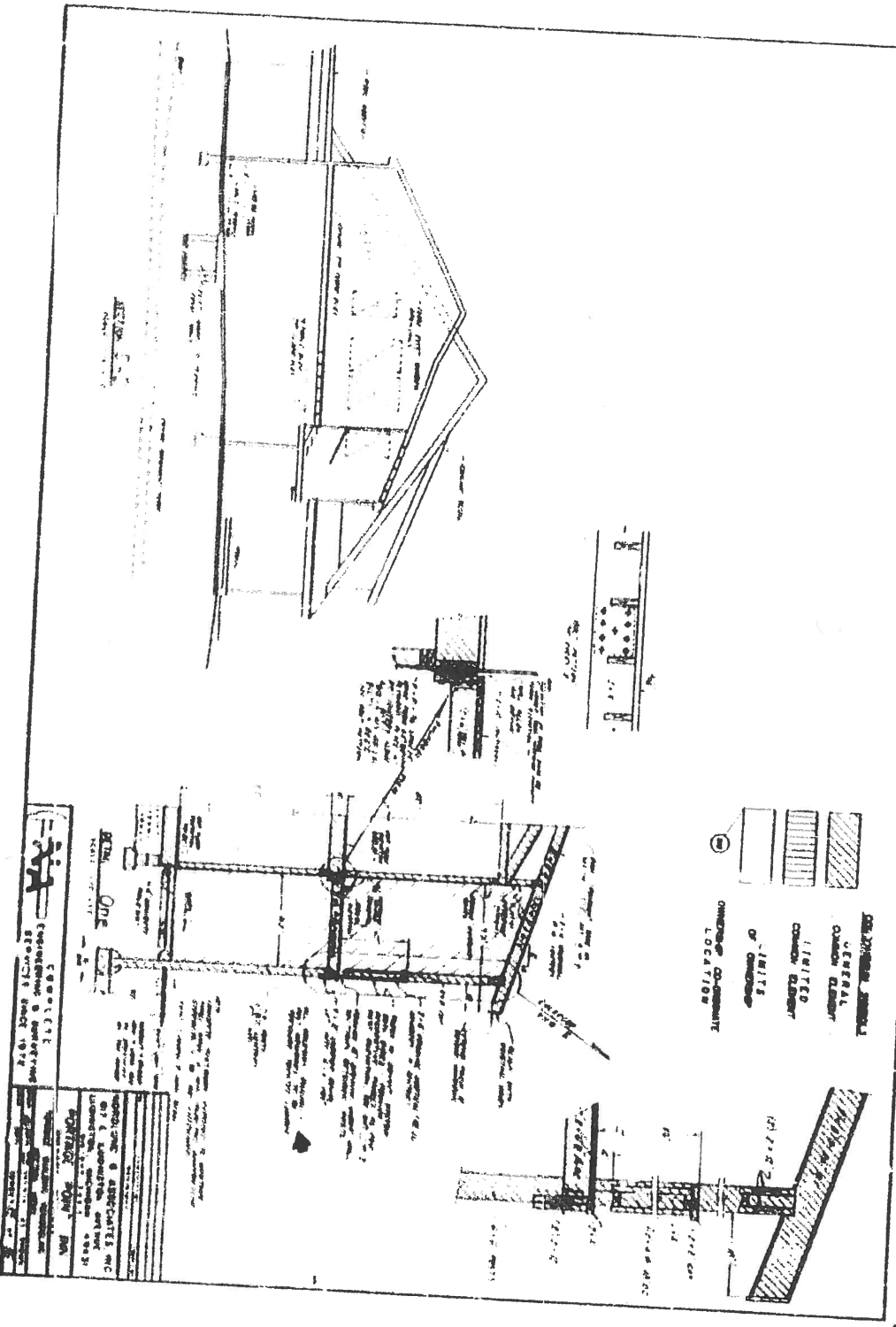
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666 818



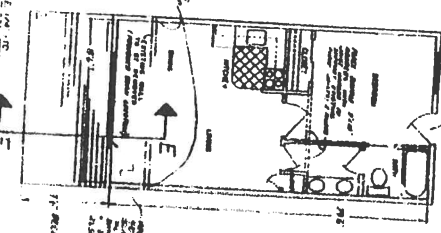
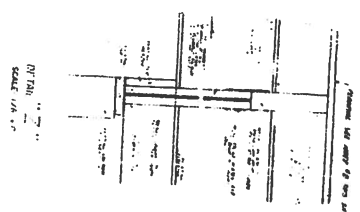
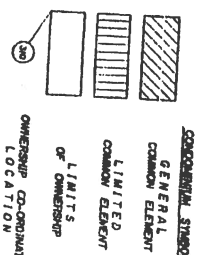
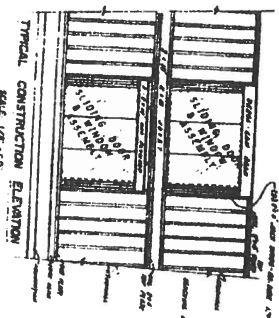
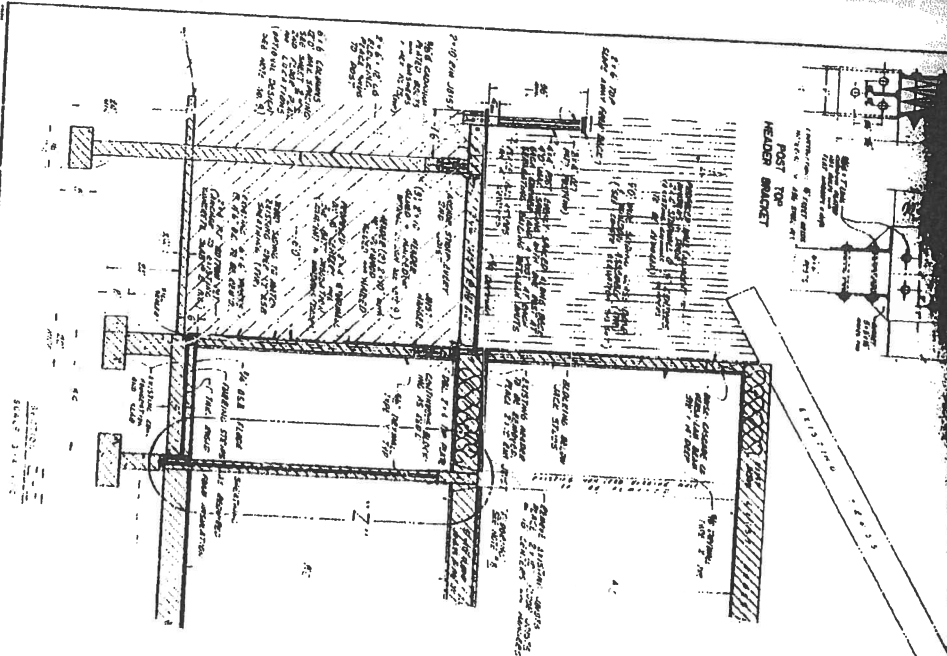
141

LIBD 666 740 819



15

LEBO 666 MAR 82 20



**NYA** ENGINEERS & ARCHITECTS  
 CORPORATION  
 100 WEST 30TH STREET  
 NEW YORK, N.Y. 10001  
 PHONE (212) 691-1000  
 TELETYPE (212) 691-1000  
 TELEX 270700  
 CABLE NYA  
 FOUNDED 1917

PROJECT NO.	100-100
DATE	10/1/77
CLIENT	PORTAGE POINT INN
OWNER	PORTAGE POINT INN
DESIGNER	NYA ENGINEERS & ARCHITECTS
CONTRACT NO.	100-100
CONTRACT DATE	10/1/77
CONTRACT VALUE	\$1,000,000
CONTRACT TYPE	GENERAL CONTRACT
CONTRACT STATUS	UNDERWAY
CONTRACT DESCRIPTION	RENOVATION OF PORTAGE POINT INN
CONTRACT LOCATION	PORTAGE POINT INN
CONTRACT ADDRESS	100 WEST 30TH STREET
CONTRACT CITY	NEW YORK, N.Y.
CONTRACT STATE	N.Y.
CONTRACT COUNTRY	U.S.A.
CONTRACT PROJECT NO.	100-100
CONTRACT PROJECT DATE	10/1/77
CONTRACT PROJECT VALUE	\$1,000,000
CONTRACT PROJECT TYPE	GENERAL CONTRACT
CONTRACT PROJECT STATUS	UNDERWAY
CONTRACT PROJECT DESCRIPTION	RENOVATION OF PORTAGE POINT INN
CONTRACT PROJECT LOCATION	PORTAGE POINT INN
CONTRACT PROJECT ADDRESS	100 WEST 30TH STREET
CONTRACT PROJECT CITY	NEW YORK, N.Y.
CONTRACT PROJECT STATE	N.Y.
CONTRACT PROJECT COUNTRY	U.S.A.

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