



RECORDED
LAKE COUNTY, MI
15 SEP 2003 10:36:51 AM

SHELLY MYERS
REGISTER OF DEEDS

**THIRD AMENDMENT TO MASTER DEED OF
PERE MARQUETTE OAKS CONDOMINIUM RV PARK**

This Third Amendment to Master Deed has been executed on Sept 12, 2003, on behalf of GEMS Development Co., Inc. a/k/a GEM Development, L.L.C., of 507 E. Loomis St., Ludington, Michigan 49431 (hereinafter referred to as "Developer"), pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (hereinafter referred to as the "Act").

WHEREAS, the Developer of Pere Marquette Oaks Condominium RV Park, a condominium project established pursuant to the Master Deed recorded in Liber 246, Page 0646, Lake County Records, and known as Lake County Condominium Subdivision Plan No. 7, desires to expand the Condominium by amending the said Master Deed and the Condominium Subdivision Plan attached thereto as Exhibit B, pursuant to the authority reserved in Articles IX and X of the said Master Deed.

NOW, THEREFORE, upon execution and recordation in the office of the Lake County Register of Deeds of this Amendment, no co-owners nor mortgagees being materially affected, the Master Deed is hereby amended by substituting the attached Replat No. 3 (Replat No. 2 was erroneously referred to as Replat No. 1 in the Second Amendment to Master Deed) of Lake County Condominium Subdivision Plan No. 7, Exhibit B to the said Master Deed and by amending Articles II, VI B and IX by substituting the following in lieu thereof.

**ARTICLE II
LEGAL DESCRIPTION**

The real property which is dedicated to the Condominium Project established hereby is situated in Lake County, Michigan and is legally described as follows:

Situated in Lake Township, Lake County, Michigan

That Part of the Northeast Quarter of Section 24, Twn 17 North, Range 14 West, Described as Commencing at the East Quarter Post of Section 24; Thence North 89° 35' 10" West on the East and West Quarter Line, 853.50 Feet (Deeded as 854.48 Feet); Thence North 01° 05' 16" West (Deeded as North 01° 04' 15" West), 422.55 Feet to the Place of Beginning of this Description; Thence North 27° 05' 31" East, 116.78 Feet (Deeded as North 27° 35' 35" East, 119.35 Feet); Thence North 01° 01' 34" West (Deeded as North 00° 53' 47" West), 66.32 Feet; Thence South 89° 13' 24" East (Deeded as South 89° 05' 09" East), 78.82 Feet; Thence North 00° 48' 08" West, 50.00 Feet (Deeded as North 00° 40' 35" West, 50.01 Feet); Thence South 89° 13' 11" East (Deeded as South 89° 05' 09" East), 44.00 Feet; Thence North 00° 26' 19" West, 86.37 Feet (Deeded as North 00° 40' 35" West, 86.99 Feet); Thence South 89° 24' 40" East, 160.00 Feet (Deeded as South 89° 05' 09" East, 159.90 Feet); Thence North 01° 10' 10" West, 88.08 Feet (Deeded as North 00° 36' 26" West, 88.01 Feet); Thence South 89° 12' 52" East, 80.06 Feet (Deeded as South 89° 05' 09" East, 78.16 Feet); Thence North 01° 10' 10" West, 504.61 Feet (Deeded as 503.56 Feet); Thence North 89° 38' 56" West (Deeded as North 89° 42' 40" West), 611.99 Feet; Thence South 01° 10' 10" East, 89.87 Feet; Thence South 89° 24' 40" East, 21.08 Feet; Thence South 01° 10' 10" East, 636.00 Feet; Thence South 89° 24' 40" East, 123.95 Feet; Thence South 01° 01' 00" East, 80.56 Feet; thence South 89° 35' 10" East Parallel to the East and West Quarter Line 44.85 Feet; Thence South 01° 05' 16" East 90.45 Feet to the Place of Beginning.

**ARTICLE VI
UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

B. Percentage of Value.

The total value of the project is 100%. Based upon their market value, size and allocable expenses of maintenance, the respective units have been assigned the following percentages of value:

Units 1- 55 (inclusive) 1.82 % each

These percentages of value shall be determinative of the proportionate share of each unit in the common expenses and proceeds of administration, the value of such unit's vote at certain meetings of the Association of co-owners, and of such unit's undivided interest in the common elements (which is hereby allocated to each unit). The percentages of value allocated to the units may be changed only with the prior written approval of each holder of a first mortgage lien on any unit in the project and with the unanimous consent of all of the co-owners expressed in a duly recorded amendment to this Master Deed (other than resulting from an expansion of the Condominium pursuant to Article IX G).

**ARTICLE IX
EXPANDABLE CONDOMINIUM**

A. Area of Future Development: The Condominium Project established pursuant to the Master Deed consisting of 55 units may be the first phase of an Expandable Condominium under the Act to contain in its entirety a maximum of 137 units. Additional units, if any, for recreational vehicle purposes only, will be established upon all or some portion or portions of the land described as (hereinafter referred to as "area of future development):

The East 433 Feet of the South Half of the Northeast Quarter, Section 24, Town 17 North, Range 14 West, and the Northeast Quarter of the Northeast Quarter of Section 24, Town 17 North, Range 14 West, Also Beginning on the East and West Quarter Line of Section 24, Town 17 North, Range 14 West at a Point 853.50 Feet North 89° 35' 10" West of the East Quarter Post of the Section; Thence North 01° 05' 16" West, 513.00 Feet; Thence North 89° 35' 10" West, 44.85 Feet; Thence North 01° 01' 00" West, 104.56 Feet; Thence South 89° 24' 40" East, 100.16 Feet; Thence North 01° 10' 10" West, 636.00 Feet; Thence North 89° 24' 40" West, 46.00 Feet; Thence North 01° 10' 10" West, 66.76 Feet to the East and West Eighth Line; Thence North 89° 38' 56" West on Same, 408.12 Feet; Thence South 01° 05' 16" East along the Easterly Line of Kimberly Subdivision to the East and West Quarter Line; Thence South 89° 35' 10" East on Same to the Place of Beginning.

B. Increase in Number of Units: Any other provisions of this Master Deed notwithstanding, the number of units in the Project may, at the election of the Developer from time to time, be increased by the addition to this Condominium of all or any portion of the area of future development and the establishment of units thereon. Such election by the Developer to expand, must be exercised by the Developer not more than six years after the initial recording of this Master Deed. There are no restrictions on the order in which portions of the area of future development may be added to the Condominium Project. The location, nature, appearance, design (interior and exterior) and structural components of the improvements to be constructed within the area of future development shall be determined by Developer in its sole discretion subject only to approval by the Township of Lake, but all such improvements shall be reasonably compatible with the existing structures in the Project, as determined by Developer in its sole discretion.

C. Expansion not Mandatory: Nothing herein contained shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer may in its discretion, establish all or a portion of the area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium



Project all or any portion of the area of future development described in this Article nor is there any obligation to add particular improvements thereon in any specific locations.

D. Amendment of Master Deed and Modification of Percentages of Value: Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article VI hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

E. Redefinition of Common Elements: Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connections of roadways and sidewalks that may be located on, or planned for the area of future development, and to provide access to any Unit that is located on, or planned for the area of future development from the roadways and sidewalks located in this Project.

F. Consolidating Master Deed: A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

G. Consent of Interested Persons: All of the Co-Owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the purpose and intent of this Article and to any proportionate reallocation of percentages of value of existing units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

In all other respects, the original Master Deed of Pere Marquette Oaks Condominium RV Park shall continue in full force and effect. Any approvals to this Amendment required by the Michigan Condominium Act have been obtained.



IN WITNESS WHEREOF, the Developer has executed this Third Amendment to Master Deed.

GEMS DEVELOPMENT CO., INC.

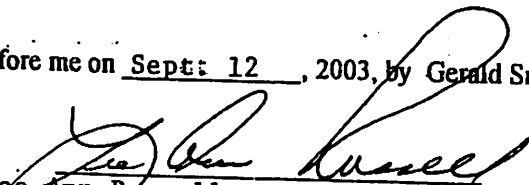
By: 
Gerald Smith, President

STATE OF MICHIGAN

ss.

COUNTY OF ~~MASON~~ LAKE

The foregoing instrument was acknowledged before me on Sept: 12, 2003, by Gerald Smith, President, on behalf of GEMS Development Co., Inc.


Lee Ann Russell Notary Public Lake
~~Mason~~ County, Michigan
My commission expires: 01/27/2006

Document prepared by:
J. Glenn Sperry
SPERRY & BOWMAN
317 Center Street
South Haven, MI 49090
(616) 637-1151

091103

REPLAT NO. 3 OF

LAKE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 7

EXHIBIT B TO THE MASTER DEED OF

PERE MARQUETTE OAKS CONDOMINIUM RV PARK

LAKE TOWNSHIP, LAKE COUNTY, MICHIGAN

DEVELOPER

GEMS DEVELOPMENT CO., INC.
507 E. LOOMIS STREET
LUDINGTON, MICHIGAN 49431

SURVEYOR

MITCHELL SURVEYS INC.,
404 BROADWAY
SOUTH HAVEN, MICHIGAN 49090

SHEET INDEX

- △ * 1.) TITLE & PROPERTY DESCRIPTION
- △ * 2.) SURVEY PLAN & FUTURE DEVELOPMENT
- △ * 3.) SITE PLAN
- △ * 4.) UTILITY PLAN

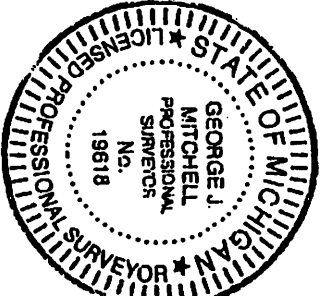
PROPERTY DESCRIPTION

SITUATED IN LAKE TOWNSHIP, LAKE COUNTY, MICHIGAN

THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWN 17 NORTH, RANGE 14 WEST, DESCRIBED AS COMMENCING AT THE EAST QUARTER POST OF SECTION 24; THENCE NORTH 89° 35' 10" WEST ON THE EAST AND WEST QUARTER LINE, 63,530 FEET (CEDED AS 64,463 FEET); THENCE NORTH 01° 05' 16" WEST (CEDED AS NORTH 01° 04' 15" WEST), 422.55 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 27° 05' 31" EAST, 116.78 FEET (CEDED AS NORTH 27° 35' 35" EAST, 119.35 FEET); THENCE NORTH 01° 01' 34" WEST (CEDED AS NORTH 01° 53' 47" WEST), 86.32 FEET; THENCE SOUTH 89° 13' 24" EAST (CEDED AS SOUTH 89° 05' 08" EAST), 76.82 FEET; THENCE NORTH 00° 48' 08" WEST, 50.00 FEET (CEDED AS NORTH 00° 40' 37" WEST, 50.01 FEET); THENCE SOUTH 89° 24' 40" EAST, 166.00 FEET (CEDED AS SOUTH 89° 05' 08" EAST), 44.00 FEET; THENCE NORTH 00° 28' 19" WEST, 86.37 FEET (CEDED AS NORTH 00° 40' 37" WEST, 86.39 FEET); THENCE SOUTH 89° 12' 57" EAST, 80.08 FEET (CEDED AS SOUTH 89° 05' 08" EAST), 159.90 FEET; THENCE NORTH 01° 10' 10" WEST, 84.08 FEET (CEDED AS NORTH 00° 36' 28" WEST, 84.01 FEET); THENCE SOUTH 89° 12' 57" EAST, 80.08 FEET (CEDED AS SOUTH 89° 05' 08" EAST), 76.16 FEET; THENCE NORTH 01° 10' 10" WEST, 904.61 FEET (CEDED AS 501.56 FEET); THENCE NORTH 89° 24' 40" WEST, 611.99 FEET; THENCE SOUTH 01° 10' 10" EAST, 89.37 FEET; THENCE SOUTH 89° 24' 40" EAST, 21.08 FEET; THENCE SOUTH 01° 10' 10" EAST, 636.00 FEET; THENCE SOUTH 89° 24' 40" EAST, 123.95 FEET; THENCE SOUTH 01° 01' 00" EAST, 80.56 FEET; THENCE SOUTH 89° 35' 10" EAST PARALLEL TO THE EAST AND WEST QUARTER LINE 44.45 FEET; THENCE SOUTH 01° 05' 16" EAST 90.45 FEET TO THE PLACE OF BEGINNING.

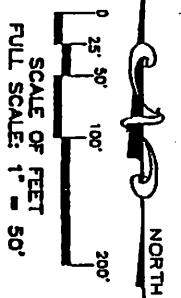
NOTE:
THE CIRCLE O AS SHOWN IN THE SHEET INDEX INDICATES AMENDED SHEETS WHICH ARE REVISED, DATED SEPTEMBER 10, 2003. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE THOSE PREVIOUSLY ISSUED.

ATTENTION COUNTY REGISTRAR OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT. IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYORS CERTIFICATE ON SHEET 2.



PROPOSED
DATED-SEPTEMBER 10, 2003

REPLAT NO. 3
SHEET 1

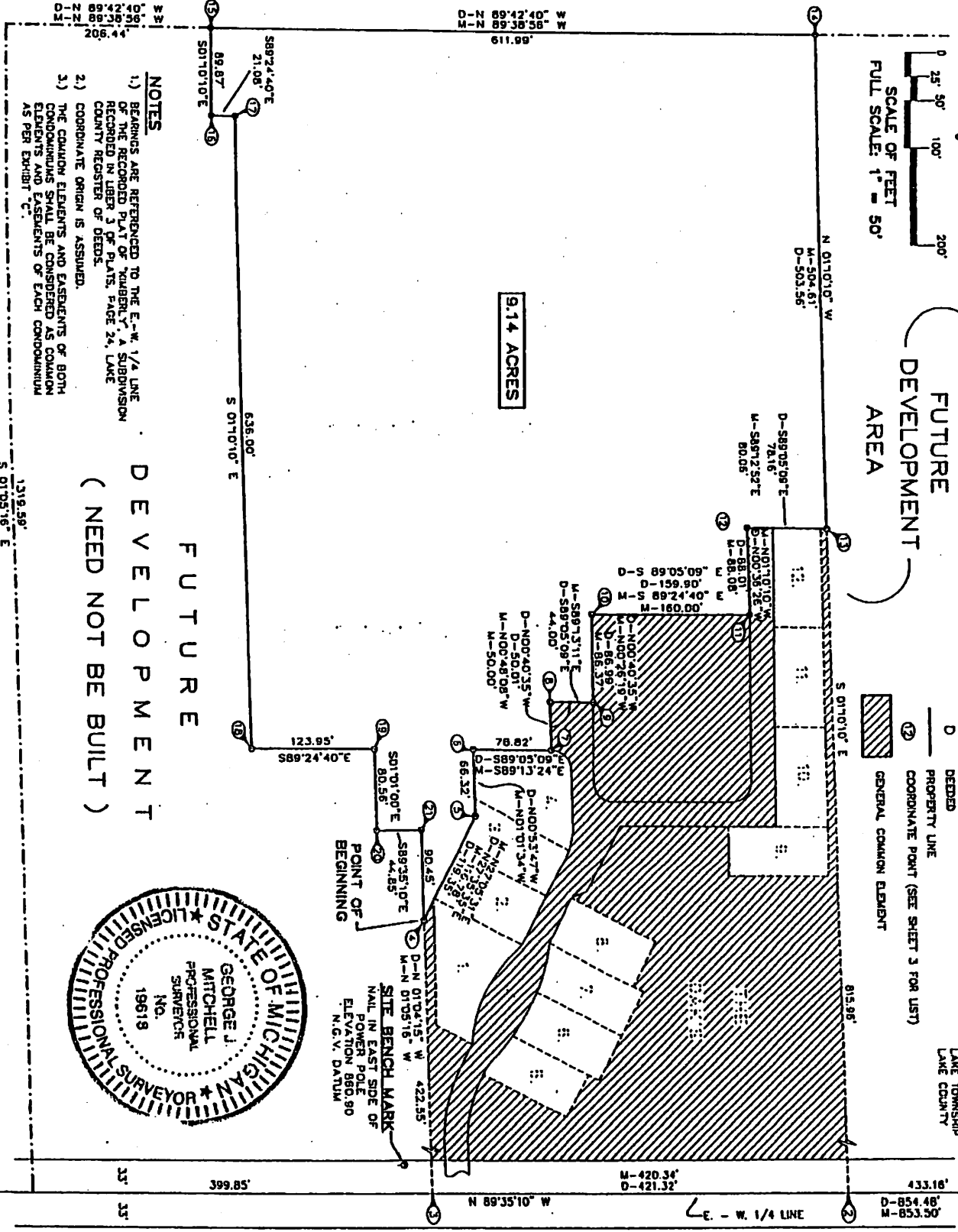


FUTURE DEVELOPMENT AREA

LEGEND

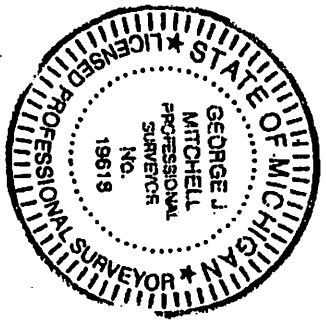
- CONCRETE MONUMENT
- MEASURED
- D DEEDED
- ② PROPERTY LINE
- ② COORDINATE POINT (SEE SHEET 3 FOR LIST)
- ▨ GENERAL COMMON ELEMENT

E 1/4 POST-SECTION 24 T 17 N. R. 14 W. LAKE TOWNSHIP LAKE COUNTY



- NOTES**
- 1) BEARINGS ARE REFERENCED TO THE E.-W. 1/4 LINE OF THE RECORDED PLAT OF KUMBERLY, A SUBDIVISION RECORDED IN LIBER 276 OF PLATS, PAGE 24, LAKE COUNTY REGISTER OF DEEDS.
 - 2) COORDINATE ORIGIN IS ASSUMED.
 - 3) THE COMMON ELEMENTS AND EASEMENTS OF BOTH CONDOMINIUMS SHALL BE CONSIDERED AS COMMON ELEMENTS AND EASEMENTS OF EACH CONDOMINIUM AS PER EXHIBIT 'C'.

FUTURE DEVELOPMENT (NEED NOT BE BUILT)



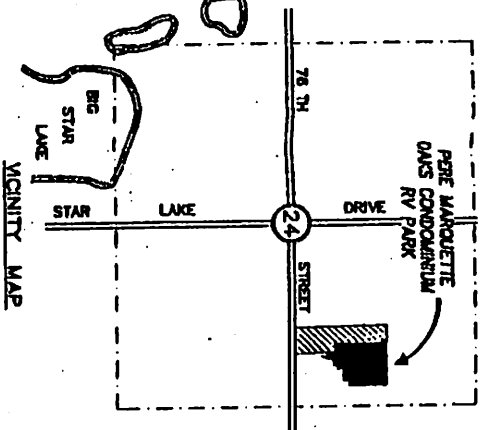
POINT OF BEGINNING
SITE BENCHMARK
NAIL IN EAST SIDE OF POWER POLE
ELEVATION 880.90
N.C.V. DATUM

LIBER 276 PAGE 24

PROPOSED DATED-SEPTEMBER 10, 2003

CENTER OF SECTION 24 T 17 N. R. 14 W. LAKE TOWNSHIP LAKE COUNTY

76 TH AVENUE (66' PUBLIC R.O.W.) E.-W. 1/4 LINE



SURVEYOR'S CERTIFICATE.

I, GEORGE J. MITCHELL, REGISTERED SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBMISSION PLAN KNOWN AS LAKE Z COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1 AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY FOR THE PROPOSED DEVELOPMENT OF THE LANDS AND PRESENTLY HEREBY DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE MANNER AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

GEORGE J. MITCHELL, PRESIDENT
MITCHELL SURVEYS, INC.
PROFESSIONAL SURVEYOR
STATE OF MICHIGAN
REGISTRATION NO. 19619

9/10/2003

SURVEY PLAN PERE MARQUETTE OAKS CONDOMINIUM RV PARK

PREPARED BY MITCHELL SURVEYS, INC. 404 BROADWAY SOUTH HAVEN, MICHIGAN 49090

REPLAT NO. 3 SHEET 2

UNIT	AREA OF UNITS SQUARE FEET
1	5,150
2	5,150
3	5,150
4	5,014
5	5,050
6	5,050
7	5,882
8	6,000
9	6,000
10	6,000
11	5,000
12	5,000
13	5,000
14	5,000
15	5,000
16	5,000
17	5,000
18	4,885
19	5,000
20	5,000
21	5,882
22	5,000
23	5,000
24	5,000
25	5,000
26	5,000
27	5,000
28	5,000
29	5,000
30	5,000
31	5,000
32	5,008
33	5,008
34	5,008
35	5,008
36	5,008
37	5,008
38	5,008
39	5,008
40	5,008
41	5,874
42	5,050
43	5,050
44	5,882
45	5,000
46	5,000
47	5,000
48	5,000
49	5,000
50	5,000
51	5,000
52	5,000
53	5,000
54	5,000
55	5,064

LEGEND

— LIMITS OF OWNERSHIP

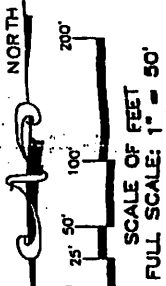
⑩ COORDINATE POINT

P PARKING SPACE

▨ GENERAL COMMON ELEMENT

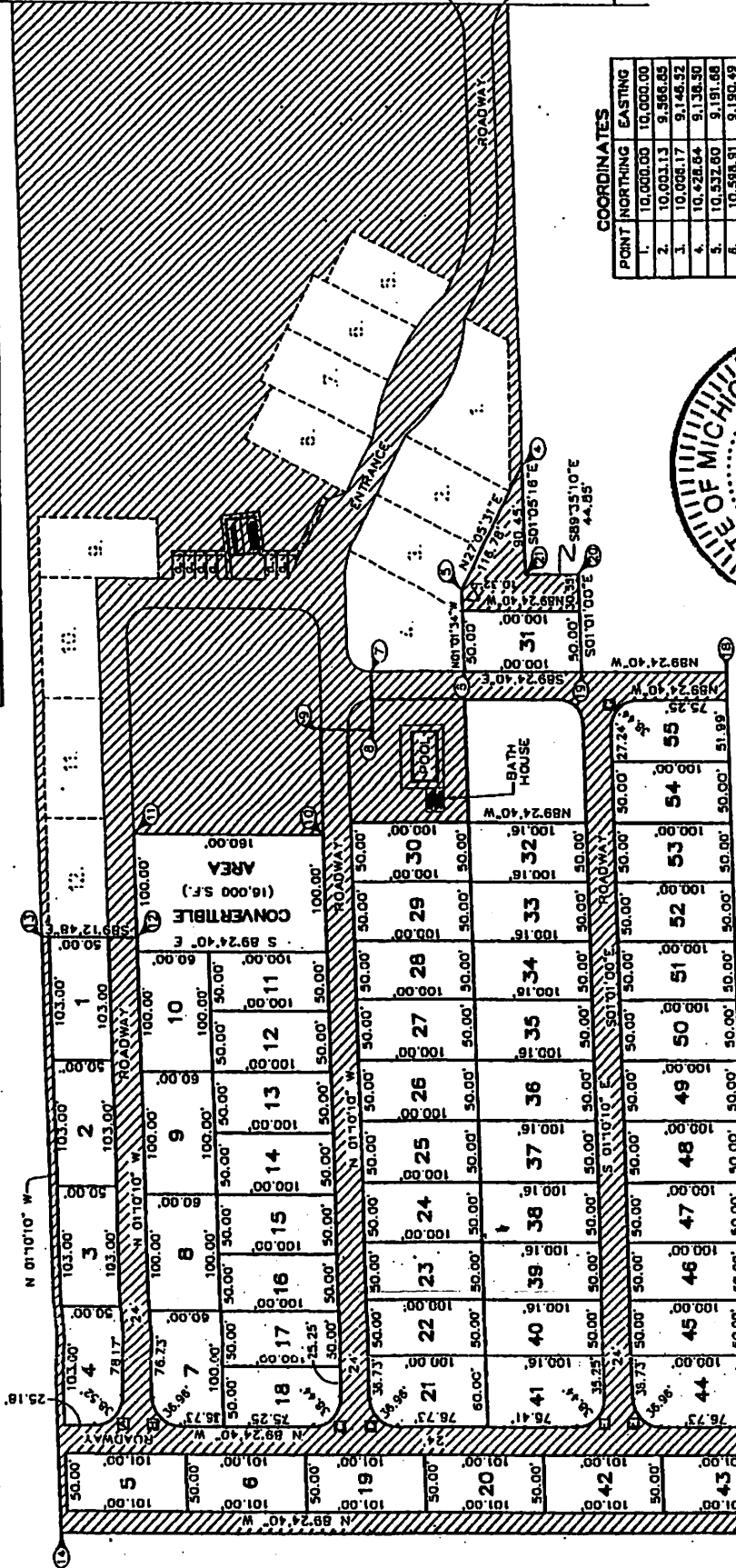
CURVE LETTER	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
A	24.00'	91° 57' 22"	34.52' N 44° 48' 31" E	
B	24.00'	88° 14' 30"	33.42' N 45° 17' 25" W	
C	24.00'	91° 45' 30"	34.46' S 44° 42' 35" W	
D	24.00'	88° 14' 30"	33.42' N 45° 17' 25" W	
E	24.00'	91° 45' 30"	34.46' S 44° 42' 35" W	
F	24.00'	88° 14' 30"	33.42' N 45° 17' 25" W	
G	24.00'	91° 45' 30"	34.46' S 44° 42' 35" W	

- NOTES:**
- 1.) A PRIVATE ROADWAY FOR UNITS 1 THRU 31 MUST BE BUILT.
 - 2.) COORDINATE ORIGIN IS ASSUMED.
 - 3.) CURVILINEAR DISTANCES ARE ARC LENGTHS.
 - 4.) THE COMMON ELEMENTS AND EASEMENTS OF BOTH CONDOMINIUMS SHALL BE CONSIDERED AS COMMON ELEMENTS AND EASEMENTS OF EACH CONDOMINIUM AS PER EXHIBIT "C".

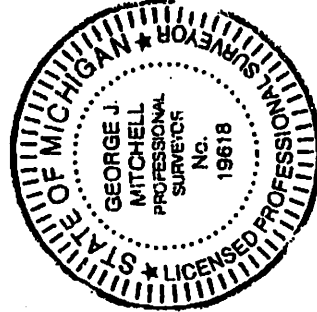


76 TH STREET

PAVED ROADWAY EXISTING 66' PUBLIC R.O.W.

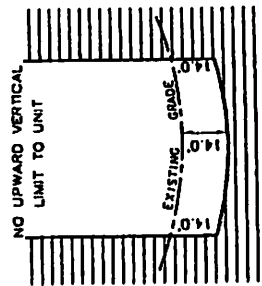


POINT	NORTHING	EASTING
1	10,000.00	10,000.00
2	10,003.13	9,996.65
3	10,006.17	9,146.52
4	10,428.64	9,138.30
5	10,532.60	9,191.08
6	10,595.91	9,190.49
7	10,597.84	9,268.29
8	10,647.24	9,268.59
9	10,647.24	9,312.40
10	10,733.60	9,311.93
11	10,731.96	9,471.93
12	10,820.02	9,470.12
13	10,816.92	9,550.19
14	11,323.42	9,539.90
15	11,327.18	8,927.92
16	11,237.32	8,929.73
17	11,237.08	8,953.96
18	10,600.31	8,968.35
19	10,595.04	9,090.49
20	10,519.40	9,091.93
21	10,519.08	9,136.78

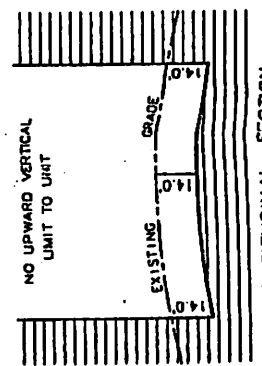


NOTE:

LOT SECTIONS ARE DELINEATED FOR PURPOSES OF SHOWING THE UPPER AND LOWER LIMITS OF THE UNIT. EACH UNIT HAS ITS OWN UNIQUE PROFILE WITH LIMITS OF OWNERSHIP 14' BELOW EXISTING GRADE AND NO VERTICAL LIMIT ABOVE EXISTING GRADE.



TRANSVERSE SECTION



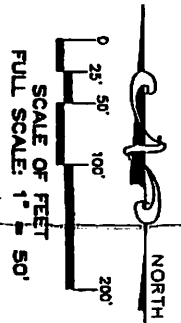
LONGITUDINAL SECTION

SITE PLAN
PERE MARQUETTE
OAKS CONDOMINIUM
RV PARK

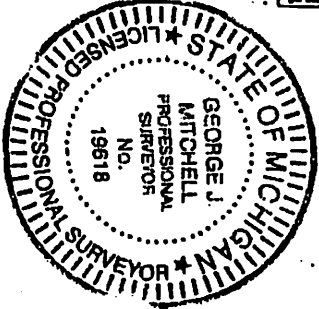
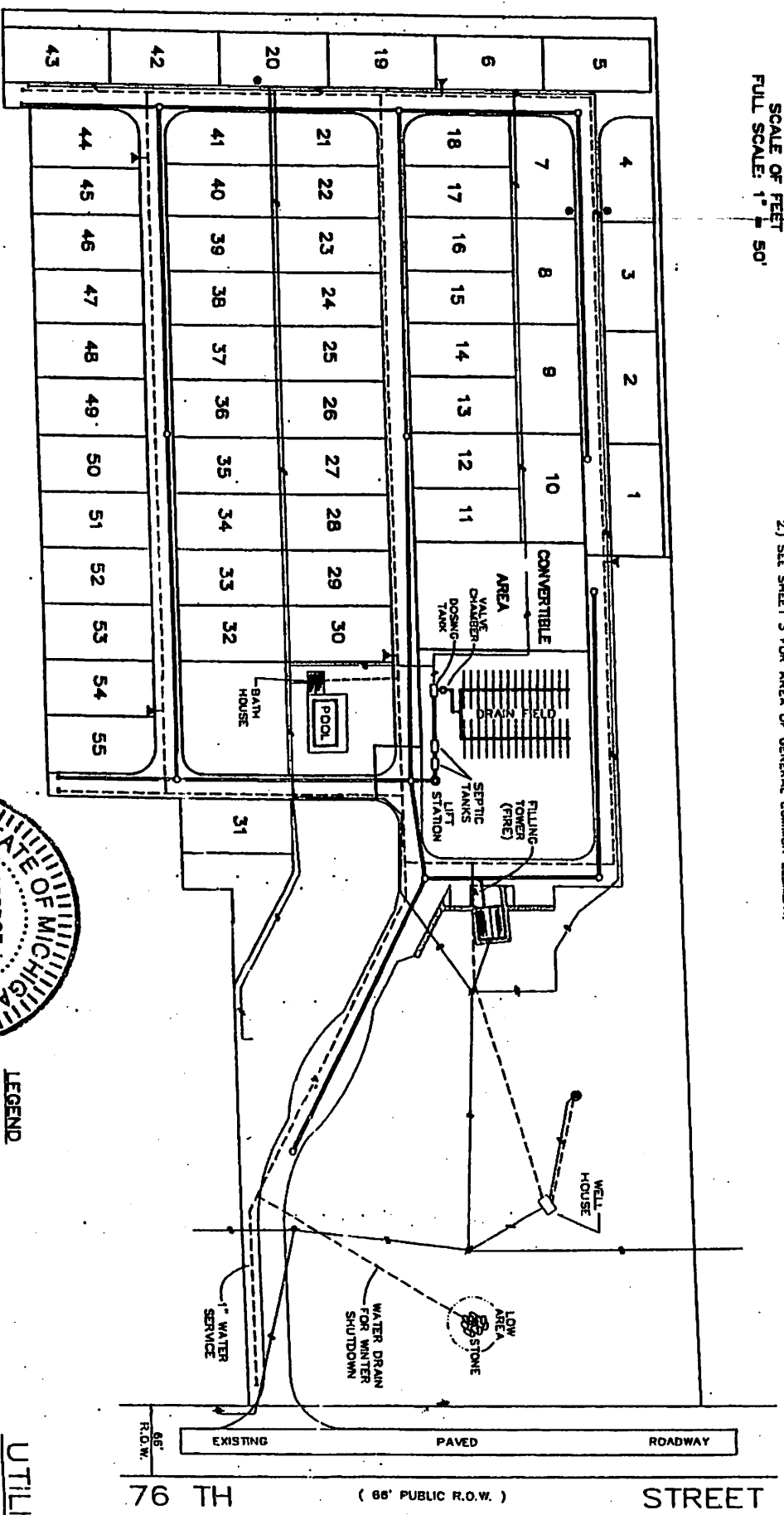
PREPARED BY
MITCHELL SURVEYS, INC.
404 BROADWAY
SOUTH HAVEN, MICHIGAN 49090

REPLAT NO. 3 SHEET 3

PROPOSED
DATED—SEPTEMBER 10, 2003



NOTES:
 1.) ALL UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM FIELD OBSERVATIONS, ENGINEERING PLANS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOT SHOWN IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.
 2.) SEE SHEET 3 FOR AREA OF GENERAL COMMON ELEMENT.



LEGEND

- 8" SANITARY SEWER & MANHOLE
- 4" PVC WATERLINE
- ELECTRIC LINE
- ◆ POWER POLE
- ▲ FIRE HYDRANT
- LEACHING BASIN
- WATER WELL

UTILITY PLAN
PERE MARQUETTE
OAKS CONDOMINIUM
RV PARK

PREPARED BY
 MITCHELL SURVEYS, INC.
 404 BROADWAY
 SOUTH HAVEN, MICHIGAN 49090

PROPOSED
 DATED - SEPTEMBER 10, 2003

REPLAT NO. 3
 SHEET 4