

I hereby certify that there are no tax liens or titles held by the state on the lands described below, and that there are no tax liens or titles held by individuals on said lands for five years proceeding 1 day Dec. 2006 and that the taxes for said period of five years are paid.

This certificate does not apply to taxes if any now in process of collection by township, city or Village collecting officers.

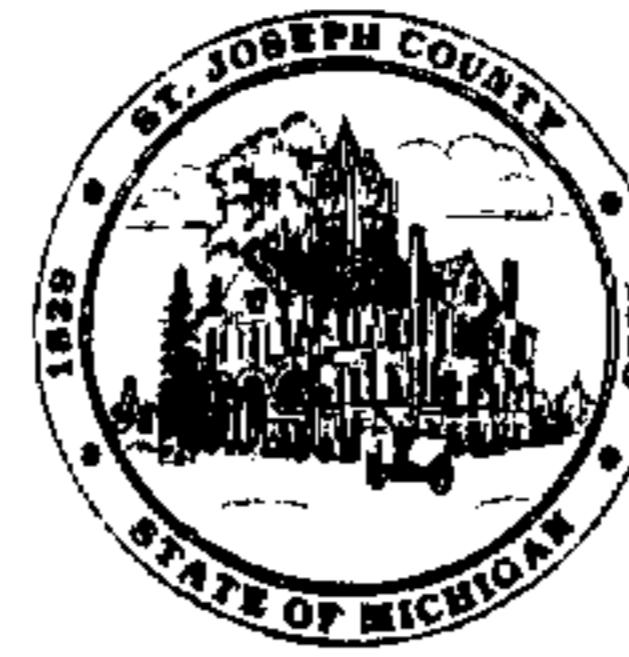
ST. Joseph County Treasurer Dorothy L. Doster

Cynthia L. Jarratt Register Of Deeds

St. Joseph County, Michigan

Recorded

December 21, 2006 09:24:23 AM

Liber 1413 Page 482-491 \$41.00
Receipt # 28042 D16 #2006036926

Liber 1413 Page 482

FIRST AMENDMENT TO MASTER DEED FOR ISLAND HILLS PHASE II CONDOMINIUM

Now Comes Pheasant Ridge Development Company, Inc., an Indiana corporation, whose address is 54560 County Road 17, Elkhart, Indiana 41516, being the Developer of the Island Hills Phase II Condominium ("Condominium"), a Condominium Project established pursuant to the Master Deed thereof, recorded on January 5, 2006 in Liber 1350, Page 320, of the St. Joseph County Register of Deeds, and pursuant to the authority granted in the Michigan Condominium Act and the authority reserved in the Master Deed, hereby amends the Master Deed with this First Amendment to Master Deed ("First Amendment"). In accordance with Article IX of the Master Deed, this First Amendment is made without the consent of any Co-Owner or mortgagee because, among other things, the First Amendment does not materially alter or change any of the rights of any Co-Owner or mortgagee of any Unit in the Project. The Master Deed for the Island Hills Phase II Condominium is amended as follows:

1. Name of Developer. As set forth in the title commitment for the North Area of Future Development, as defined below, Patrick Abstract and Title Office, Inc. Commitment No. 7525584, the Condominium Premises (including the original Condominium Premises and the Area of Future Development) were granted to Pheasant Ridge Development Company, L.L.C., a Michigan limited liability company. In fact, the Pheasant Ridge Development Company, L.L.C. was never formed and is not a legal entity. Therefore, the Developer of the Condominium is, notwithstanding the original Warranty Deed, Pheasant Ridge Development Company, Inc., an Indiana corporation, and Patrick Abstract & Title Office, Inc. has insured title in this Indiana corporation. All references in any of the Condominium Documents or title work to the limited liability company shall be deleted and replaced with Pheasant Ridge Development Company, Inc., an Indiana corporation.

2. Amendment to Article V.A. Article V.A shall be amended so that there shall be a total of 97 Units in the Condominium. The original 50 Units of this Condominium shall be expanded by 47 Units for a total of 97 Units in the Condominium.

Developer hereby expands the Condominium pursuant to Article VII of the Master Deed into the "North Area" of the "Area of Future Development" ("North Area of Future Development") as legally described in this Article II of the Master Deed and on Exhibit B to the Master Deed, and as set forth on attached **Exhibit A**. The North Area of Future Development is also described and shown on the Amended Condominium Subdivision Plan Replat No. 1 ("Amended Condominium Subdivision Plan"), which is attached hereto, and which Amended Condominium Subdivision Plan shows all additional easements, if any, and all other

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encumbrances and conditions which shall affect this portion of the Condominium and which shall be part and parcel of this First Amendment and the Condominium Documents. All of the easements, encumbrances, and conditions shown on the Amended Condominium Subdivision Plan shall affect the North Area of Future Development.

The percentage of value for all of the Units in the Project shall continue to be equal, because the Unit sizes and proposed uses of all of the Units are substantially the same. The revised percentage of value for all the Units in the Condominium shall be 1.03%, which is equal to 100% divided by the new total number of Units in the Condominium of 97, which equals 1.03% for each Unit. Thus, the percentage of value for each Unit added to the Condominium by this First Amendment, Units 1-47, and each of the 50 Units contained in the original Master Deed, shall be 1.03%

3. Addition of Article XIII. An Article XIII shall be added to the Master Deed which sets forth the following provisions:

ARTICLE XIII

REVIEW COMMITTEE

Notwithstanding anything in the Amended Declaration of Building Restrictions and Covenants for the Condominium to the contrary, it is the intention of the Developer that the Developer shall serve as the Review Committee, as defined in the Amended Declaration, and that the following sections shall be added to the Amended Declaration and bind and benefit all of the property in the Condominium, to-wit:

A. Developer as Review Committee. The Developer shall constitute the Review Committee under the Restrictions until it executes and delivers to the Association a written transfer of such function. This shall take place not later than when Developer has disposed of all Units in the Condominium. However, at any time, the Developer may designate one or more representatives to perform its function as the Review Committee. After transfer of said rights to the Association, its Board of Directors shall constitute the Review Committee but the Board of Directors may designate one or more representatives who need not be Board members to act as the Review Committee. Action by a majority of the Review Committee shall constitute action by the Review Committee. Any action by the Review Committee or its representatives must be in writing to be effective. When deciding any issue or reviewing any plan, the Review Committee shall provide detailed reasons therefor, and shall make all decisions in good faith and consistent with the purpose of the Condominium Project. In the event that the Review Committee fails to approve or disapprove plans within thirty (30) days after complete plans and other reasonably requested information have been submitted to the Review Committee, then the Review Committee's approval will not be required and issue shall be deemed approved in the applicant's favor, but this shall not waive the obligation for that Co-Owner to obtain Review Committee approval under any other circumstances where approval is otherwise required. Until the Developer shall transfer its responsibilities to

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the Association, all decisions regarding these Restrictions shall be in the exclusive jurisdiction of the Developer or its appointed Review Committee representatives.

B. Modifications/Amendments to Restrictions.

1. Notwithstanding anything contained in the Master Deed or Bylaws to the contrary, these original Restrictions may only be modified or amended by effective vote cast on behalf of not less than 75% of the Units subject to these Restrictions at any duly called regular or special meeting of the members of the Association or by the execution of a written instrument of modification or amendment by the persons who are the Co-Owners of 75% of such Units; provided, however, that these Restrictions shall not be subject to immediate modification or amendment by the process hereinbefore set forth, but shall continue in force and effect for a period of ten (10) years after the date these Restrictions are recorded, and thereafter, these Restrictions shall be automatically extended for successive periods of ten (10) years unless, any time after said 10-year period, an instrument signed by the then Co-Owners of not less than 75% of the Units in the Condominium have been recorded for the purpose of changing said restrictions, in whole or in part, as set forth in such instrument.

Notwithstanding anything in these Restrictions to the contrary, the Developer reserves the right to modify, amend, or revoke these Restrictions at any time, or make new rules, regulations, or restrictions, without approval, vote, or consultation of any persons, including any Co-Owner(s) herein, by the act of recording an amendment to these Restrictions.

2. Subject only to Article XIII.B.1 above, all restrictions made by Developer may be revoked at any time solely by Developer or by not less than 60% of the then Co-Owners' vote to revoke the same.

Co-Owners other than Developer may not establish restrictions, nor amend, modify, or revoke any such non-Developer Co-Owner made restrictions, without at least a 75% vote of the then current Co-Owners.

The Board of Directors or the Association may, consistent with these Condominium Documents, make reasonable restrictions governing life in this Condominium, provided the same are enforced without discrimination. All such restrictions established by the Board of Directors may be amended, modified, or revoked by a vote of not less than 60% of the then Co-Owners. No Co-Owner may impose any additional covenants or restrictions on any part of the Condominium except as set forth herein.

4. Addition of Article XIV. An Article XIV shall be added to the Master Deed which sets forth the following provisions:

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ARTICLE XIV

MISCELLANEOUS PROVISIONS

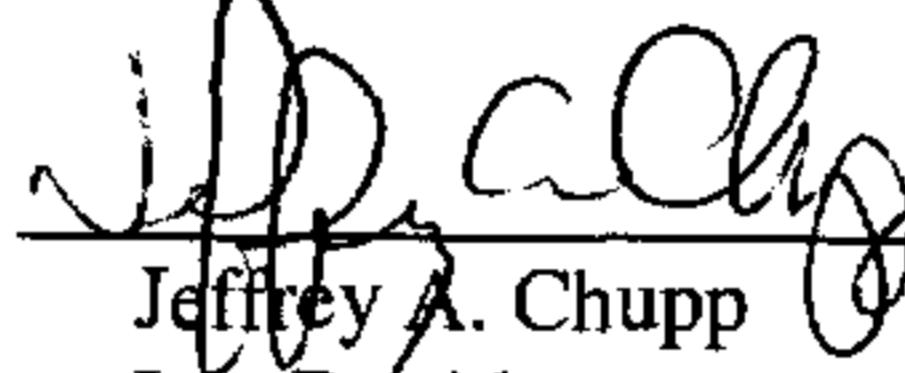
A. Defined Terms. All the capitalized/defined terms set forth in this First Amendment shall, unless expressly set forth herein, have the same meaning as those in the original Condominium Documents for the Island Hills Phase II Condominium. If there is any conflict between the terms and provisions of this First Amendment (including the Amended Condominium Subdivision Plan) and the Master Deed or other Condominium Documents for the Island Hills Phase II Condominium, then the terms and provisions of this First Amendment shall control the rights and obligations of all affected parties, including all Co-Owners and mortgagees of any Units within the Condominium. Otherwise, this First Amendment (and all other Condominium Documents, including the Condominium Site Plan and the Amended Condominium Site Plan, the Condominium Bylaws, and Amended Declaration of Building Restrictions and Covenants for the Condominium) shall become part of the Master Deed and the Master Deed and this First Amendment shall be read together and form one integrated agreement and control the rights and obligations of the affected parties.

B. Further Amendments. Except as provided in the Condominium Documents, the Master Deed, Condominium Bylaws, and other Condominium Documents shall not be amended unless a writing which amends the Condominium Documents is recorded in the St. Joseph County Register of Deeds.

IN WITNESS WHEREOF, this First Amendment to the Master Deed of Island Hills Phase II Condominium has been executed on this 6th day of December, 2006.

Developer:

Pheasant Ridge Development Company, Inc., an
Indiana corporation

By: 

Jeffrey A. Chupp

Its: President

First Amendment to Master Deed for

Island Hills Phase II Condominium

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STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

Acknowledged before me in Kalamazoo County, Michigan, on December 6, 2006, by
Jeffrey Chupp, President of Pheasant Ridge Development Company, Inc., an Indiana
corporation, by authority of its Board of Directors.



Jeffrey D. Swenarton
Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My commission expires: 05/22/2008

Drafted by and when recorded return to:
Jeffrey D. Swenarton
Kreis, Enderle, Callander & Hudgins, P.C.
One Moorsbridge
P.O. Box 4010
Kalamazoo, MI 49003-4010

COVER SHEET & PROPERTY DESCRIPTION**REPLAT NO. 1**

ST. JOSEPH COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 27
EXHIBIT B TO MASTER DEED OF
ISLAND HILLS PHASE II
SITUATED IN SECTIONS 29 AND 32, TOWN 6 SOUTH, RANGE 10 WEST,
NOTTAWA TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN

DEVELOPER: PHEASANT RIDGE DEVELOPMENT COMPANY, INC.
P.O. BOX 535
BRISTOL, IN. 46507
(219)389-0255

SURVEYOR: MOSTROM & ASSOC., INC.
610 W. BURR OAK ST. (M-86)
P.O. BOX 85
CENTREVILLE, MI. 49032
PH. (269) 467-6348

**DESCRIPTION - CURRENT DEVELOPMENT (FUTURE DEVELOPMENT OF NORTH AREA AS SHOWN
ON ORIGINAL SITE CONDOMINIUM SUBDIVISION PLAN)**

ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 29 AND THE NORTHEAST 1/4 OF
SECTION 32, TOWN 6 SOUTH, RANGE 10 WEST, NOTTAWA TOWNSHIP, ST. JOSEPH COUNTY,
MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 32 AND RUNNING THENCE N89°31'34" W,
ALONG THE SECTION LINE AS MONUMENTED, 379.53 FEET TO THE WEST LINE OF RAINTREE
BOULEVARD, WHICH IS THE POINT OF BEGINNING OF THIS DESCRIPTION; THE BOUNDARY RUNS
THENCE SOUTHERLY, ALONG SAID BOULEVARD, ALONG A 626.27 FOOT RADIUS CURVE TO THE
LEFT, HAVING A DELTA ANGLE OF 41°15'08" AND AN ARC LENGTH OF 450.91 FEET (CHORD =
504°44'31" W 441.23 FEET) TO THE NORTHEAST CORNER OF UNIT 48 OF "ISLAND HILLS PHASE
II"; THENCE N89°31'31" W 221.74 FEET TO THE NORTHWEST CORNER OF SAID UNIT 48; THENCE
N00°28'29" E 304.00 FEET; THENCE N89°31'31" W 712.00 FEET; THENCE N64°37'51" W 783.92 FEET;
THENCE N89°31'33" W 585.85 FEET; THENCE N00°08'37" W, ALONG THE NORTH-SOUTH 1/4 LINE
OF SECTION 29, A DISTANCE OF 469.05 FEET; THENCE S89°31'41" E, ALONG THE NORTH LINE
OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, A
DISTANCE OF 1327.39 FEET; THENCE S00°03'01" W, ALONG THE EAST LINE OF THE SOUTH 1/2
OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, A DISTANCE OF 331.55
FEET; THENCE S89°31'37" E 1319.03 FEET TO THE WEST LINE OF FINDLEY ROAD; THENCE
S12°08'15" E, ALONG THE WEST LINE OF FINDLEY ROAD, 0.84 FEET TO THE WEST LINE OF
RAINTREE BOULEVARD; THENCE SOUTHWESTERLY, ALONG THE WEST LINE OF RAINTREE
BOULEVARD, ALONG A 626.27 FOOT RADIUS CURVE TO THE LEFT, HAVING A DELTA ANGLE OF
46°44'25" AND AN ARC LENGTH OF 510.89 FEET (CHORD = S48°44'18" W 496.84 FEET) TO THE
POINT OF BEGINNING.

THIS PARCEL CONTAINS 29.654 ACRES, MORE OR LESS.



WAYNE A. MOSTROM
PROFESSIONAL LAND SURVEYOR NO. 14100
MOSTROM & ASSOC., INC.
610 W. BURR OAK ST.
CENTREVILLE, MI 49032

Nov. 29, 2006
DATE

SHEET INDEX

1. COVER SHEET & PROPERTY DESCRIPTION
2. SURVEY PLAN
3. SITE PLAN
4. SITE PLAN
5. UTILITY PLAN

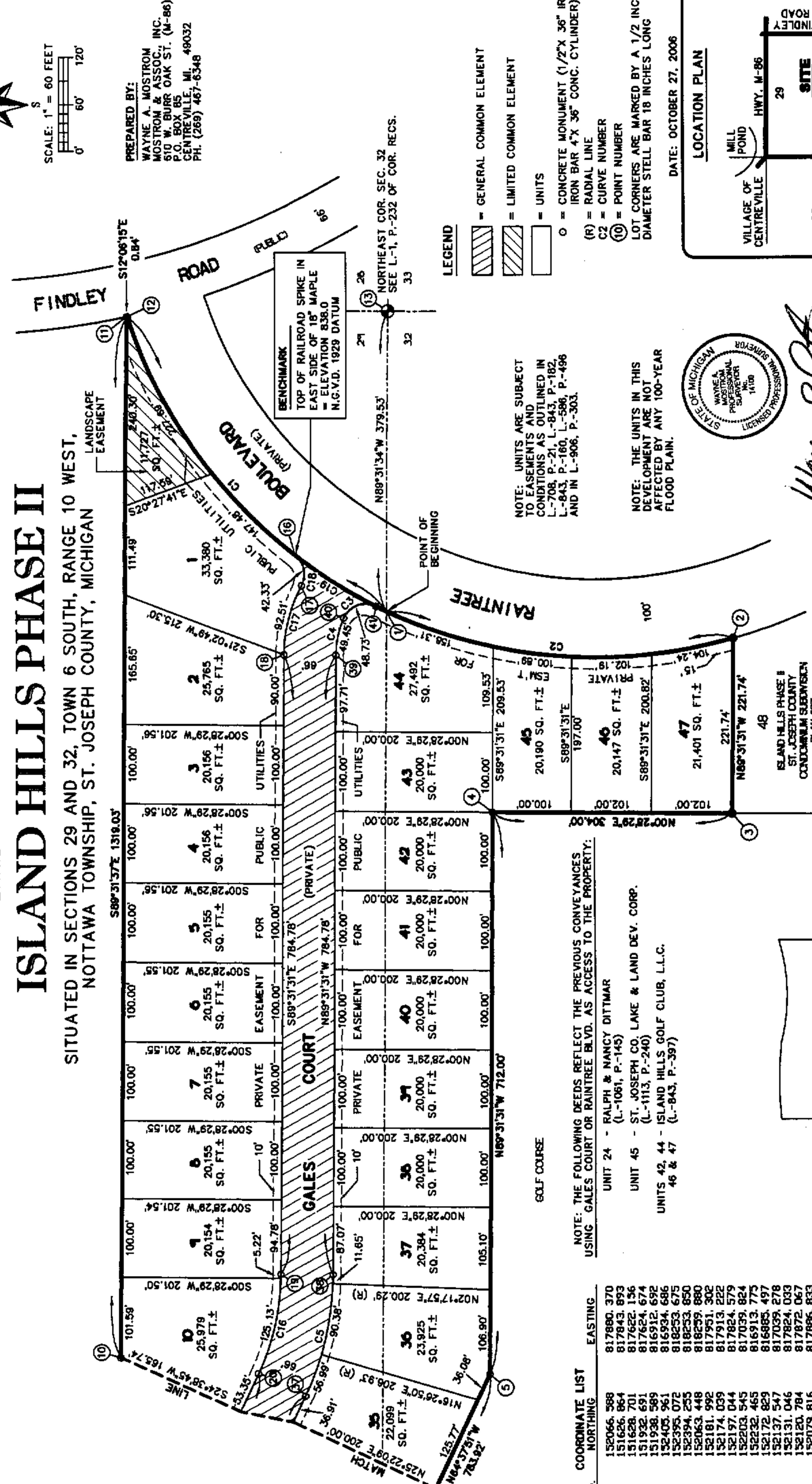
**SITE PLAN
REPLAT NO. 1**

ST. JOSEPH COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 27
EXHIBIT B TO MASTER DEED OF

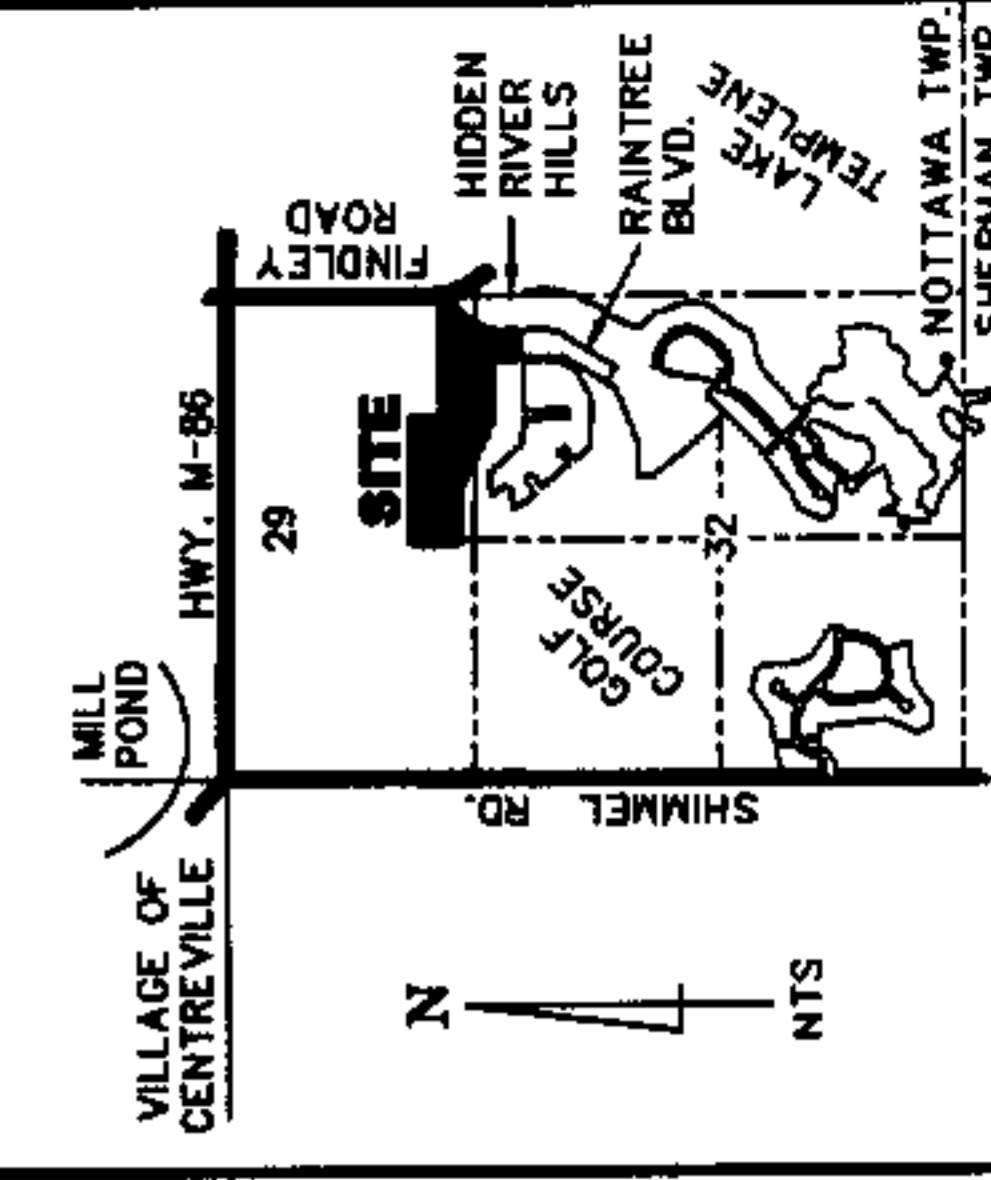
ISLAND HILLS PHASE II

SITUATED IN SECTIONS 29 AND 32, TOWN 6 SOUTH, RANGE 10 WEST,
NOTTAWA TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN

58°31'35"E 1319.05'



LOCATION PLAN



DATE: OCTOBER 27, 2006

NOTE: ALL IMPROVEMENTS AS SHOWN IN THE
GENERAL COMMON ELEMENTS MUST BE BUILT;
ALL OTHER IMPROVEMENTS NEED NOT BE BUILT

NOTE: EACH UNIT SHALL HAVE ITS OWN UNIQUE
PROFILE WITH LIMITS OF OWNERSHIP 12'-0"
BELOW AND 40'-0" ABOVE GROUND ELEVATION.

UNIT CROSS SECTION

