

**This document was given supermajority consent by the Condo membership, and was then SIGNED, NOTARIZED, and RECORDED on September 13, 2021**

**NINTH AMENDMENT TO MASTER DEED OF ISLAND IN THE HILLS CONDOMINIUM ASSOCIATION**

Island in the Hills Condominium Association, 23510 Island Hills Dr., P.O. Box 340, Sturgis, Michigan 49091, a condominium project established pursuant to the Master Deed thereof executed and recorded on October 22, 2004, in Liber 1267, Page 337 through 412 inclusive, as amended by the **First** Amendment to Master Deed recorded on November 1, 2006 in Liber 1405, Page 23; the **Second** Amendment to the Master Deed recorded on July 26, 2010 in Liber 1581, Pages 483-484; the **Third** Amendment to the Master Deed recorded September 10, 2010 in Liber 1586, Pages 483-493; the Fourth Amendment to the Master Deed recorded November 5, 2012 in Liber 1677, Pages 180-182; the **Fifth** Amendment to Master Deed recorded on December 15, 2017 in Liber 1897, Page 323; the **Sixth** Amendment to Master Deed recorded on January 11, 2019 in Liber 1945, Page 155; the **Seventh** Amendment to Master Deed recorded on November 20, 2020, instrument recording number 2020007703, the **Eighth** Amendment to Master Deed recorded on December 8, 2020, instrument recording number 2020008342, all recorded at the St. Joseph County Register of Deeds, pursuant to the Association's authority reserved in Article XIII of the Master Deed, hereby further amends the Master Deed as set forth below.

A. **The following Section 6(e) is hereby added to Article II of the Bylaws:**

**Any assessments not paid on or before their due date shall incur a time-price differential fee at the rate of 1.5% monthly, with no further notice to the delinquent Co-owner required. The fee is in addition to the other remedies set forth in the Bylaws or applicable law. These will be sent out CERTIFIED MAIL to the address provided by the Co-owner, and a return receipt proving delivery will be required. If the Co-owner fails to provide an address that the Certified Mailing can be sent to, then, AT THE CO-OWNERS EXPENSE, the Association will seek other means to assure that the recipient receives the mailing.**

B. **The following Article XXIII is hereby added to the Bylaws:**

**Any rights belonging to, or obligations owing to, the Developer as set forth in the Bylaws shall belong to the Association.**

C. **Article VI of the Bylaws is hereby replaced in its entirety with the following:**

## ARTICLE VI RESTRICTIONS

The purpose of these restrictions is to ensure that all structures and landscaping on residential lots are compatible with the overall vision and design objectives of the Association. The objectives include preserving and enhancing the natural setting of Lake Templene and Island Hills Golf Course, protecting the privacy and home values of its residents, and creating and maintaining an appropriate design aesthetic throughout the community.

General Principals for Architectural Design. Architecture should be well composed and designed to create an interesting, rich and complex living environment. The design criteria and concerns are intended to assist in the design process, adhering to the established theme and standards, while providing a reasonable amount of respect to the personal preferences of the homeowner.

General Principals for Landscape Design. Landscape design should recognize and enhance the natural resources of mid-Michigan landscape features. Homeowners will have a responsibility to assure that their landscape design and implementation is aesthetically attractive to a reasonable person.

All of the Units in the Association shall be held, used and enjoyed subject to the following limitations and restrictions, **except as previously amended:**

Section 1. Residential Use. No Unit in the Association shall be used for other than single-family residential purposes **except as permitted by earlier amendments to the Condominium Documents.**

Section 2. Character and Size of Buildings. A Certified Plat of Survey is required to be a component of the plans submitted to the Architectural Control Committee ("ACC") and the Association. No plan for any home will be approved unless the proposed home has a minimum square footage as required by the Township. In addition, each single level home must have a minimum of 2000 livable square feet. Each two-story home shall have a minimum of 2000 livable square feet on the main floor and 500 livable square feet on the second floor. Bi-level homes must have a minimum of 2000 livable square feet on the ground level and 500 livable square feet on the other level. Three-story homes are permitted, if the third floor is a walkout basement, the main floor has 2000 livable square feet, and the upper floor has at least 500 livable square feet. All computations of livable floor area for determination of the permissibility of construction of a home shall not include garage, basement, lofts, porches or terraces.

Section 3. Leasing and Rental. A Co-owner or the Developer desiring to lease or rent a Unit may do so subject to the following restrictions:

(a) Prior to Transitional Control Date. Prior to the Transitional Control Date, during the Development and Sales Period, the Developer, or it assigns, may lease any number of Units in the Condominium in its discretion, on such terms as the Developer may desire.

(b) Other Leases. A Co-owner desiring to rent or lease a Unit at any time, and the Developer desiring to rent or lease a Unit at a time to which subsection (a) above does not apply, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease or otherwise agreeing to grant possession of a Unit to potential lessees or occupants, and , at the same time, shall supply the Association with a copy of the exact written lease for the Association's review for its compliance with the Condominium Documents. A written lease is required to be used and shall contain all agreed upon terms for the rental of the Unity. The lease shall provide for a minimal term of at least three (3) months. The lease shall not be executed until it has been reviewed and approved by the Association. A copy of the executed lease shall be provided to the Association by the Co-owner or Developer who is leasing the Unity.

(c) Compliance with Condominium Documents. Tenants or non Co-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases shall so state.

(d) Failure to Comply with Condominium Documents. If the Association determines that the tenant or non Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

- (1) Notice. The Association shall notify the Co-owner by certified mail, advising of the alleged violation by the tenant. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
- (2) Eviction. If, after fifteen (15) days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for both eviction against the tenant or non Co-owner occupant and, simultaneously, for money damages against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subsection may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Unit or Project.

(e) Arrearage in Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-owner's Unit under a lease, and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner

the arrearage and future assessments as they fall due and pay them to the Association. The deduction does not constitute a breach of the lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

- (1) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding;
- (2) Initiate proceedings pursuant to subsection d(2) above.

#### Section 4. Architectural Control

a. Approvals Required. No building, structure or other improvement shall be constructed, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications containing such detail as the ACC and the Association may reasonably request are submitted to the ACC and the Association. This shall include architectural plans and specifications, a building location and site plan, and a landscaping plan. Review by the ACC and Association and their approvals must be completed prior to ordering of materials or the start of demolition or construction. Any changes to plans previously approved by the ACC and the Association must be submitted to, and approved by, the ACC and Association prior to implementation. Construction for any building or other improvements must also receive any necessary approvals from the local public authority. The ACC and the Association shall have the right to refuse to approve any such plans or specifications, color and/or material specifications, grading or landscaping plans, or building location site plans which are not suitable or desirable in their opinion for aesthetic or other reasons. In reviewing, approving or rejecting such plans and specifications, they shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed, the proposed location within the Unit and the location of structures within adjoining Units, and degree of harmony thereof with the Association as a whole. Construction, even if conducted in accordance with this Article VI, shall not damage any lines of utilities or pipes for drainage that may be on a Unit.

The ACC and the Association have the right to approve or disapprove any plans as set forth above in their sole discretion, but they will exercise the discretion in good faith and in accordance with the general principles set forth in this Article VI. If minimum setback requirements, for instance, make it impossible or highly impractical to comply with the minimum square feet requirements in Section 2, the ACC and Association will consider alternative floor plans and an associated footprint, as long as all documents required by these Bylaws or requested by the ACC and Association are provided.

The following criteria and considerations will be used by the ACC and Association when reviewing, approving, or disapproving plans. The following is not meant to be an exhaustive list of all criteria and considerations. The ACC and Association have the right to consider other criteria and to deviate from the criteria and considerations.

- i. Design of upper levels and how they are viewed from adjacent homes and the street level.
- ii. Architectural styles rooted in the heritage of the American Midwest to emphasize the indigenous story of local waterfront and agricultural communities. This includes, but is not be limited to, Shingle, Craftsman, Bungalow, Prairie, Cottage, Traditional Farmhouse, and Ranch architectural details and styles.
- iii. Streetscape diversity: no repetition of one dominant architectural element among adjacent homes. If a proposed color scheme duplicates the color scheme of another home in the Condominium Project, the home must have at least two (2) homes of different color scheme in between it and the other home, including those homes that may be across the street.
- iv. Single family homes composed of simple geometric rectangular solids as the major mass; articulated with porches, dormers, offsets in wall planes and similar architectural elements.
- v. Roof silhouettes that include a variety of elements with a main ridge anchoring the style as established within the neighborhood.
- vi. No garage blocks the view of the front door entry from the street.
- vii. No detached garages or carports (in this regard, it should be noted the ACC and Association will never approve a detached garage or carport).
- viii. Details and trim that match the style of the house.
- ix. Natural stone or brick masonry on the street side elevation.
- x. Street side elevation garage door height not higher than 9 feet.
- xi. A variety of roof slopes (6:12 – 12:12) to define authentic architectural styles. Minimized layered repetitive gable end roof design.
- xii. Acceptable roof materials: asphalt dimensional shingles architectural, wood shakes, standing seam metal, slate or synthetic slate.
- xiii. Hardscape elements such as concrete, stone, etc. on front or side yards that match or compliment the exterior colors of the home.
- xiv. Design of decks, balconies and patios that is consistent with the style and character of the building.
- xv. A garage with space for a minimum of three (3) automobiles.
- xvi. Richness and diversity through a varied pallet of color and material selection for an

eclectic character.

xvii. Avoidance of a monochromatic neighborhood appearance.

b. Construction Materials. All residences shall have finished exteriors of materials approved by the ACC and the Association. Use of cement block, slag and or cinder block is expressly prohibited. In general, acceptable exterior siding materials include fiber cement siding, stucco (not more than 30% of the total elevation area), vinyl siding (commercial grade), natural stone (cut or full thickness) and brick (full thickness). All exterior paints, stains and material colors must be shown as a part of the plans and all colors must be natural and earth tone colors that exist in nature, except where architectural style dictates the use of accented bolder or higher value tones. Bright, fluorescent or highly saturated hues are not allowed as main body colors but may be approved by the ACC and Association if incorporated as architectural styles allow. If there is to be a duplicate color scheme to another home, it must have at least two (2) homes of different color scheme in between them, including across the street. The ACC and the Association shall have the right to approve reasonable deviations from these requirements. During the homebuilding construction phase, construction equipment and materials cannot be left on the street or adjacent properties. A gravel driveway is required during construction to minimize debris and preserve streets and pavement.

c. “Enhanced Lot” Architectural Requirements. Lots that have a side or rear yard elevation exposed to a public street or platted open space shall include the same architectural articulation that is provided on the front elevation (i.e. window grills, shutters, trim railings, eave bracketing, decorative vents, balconies, etc.)

d. Minimum Width and Depth. The minimum dwelling width and depth shall be subject to the discretion of the ACC and the Association, which shall attempt to maintain uniform standards throughout the Association.

e. Fences, Walls, Hedges, etc. No wall or hedge of any kind shall be erected or maintained without approval from the ACC and the Association, and shall not obstruct the view from adjacent properties in order to preserve the aesthetics. Fences of any kind are prohibited. All decorative or utility (retaining) wall materials shall match or compliment the character of the home. Continuation of architectural articulation and details are required on the walkout and garden level. Exposed concrete is not to exceed 8” maximum exposure.

f. Temporary Structures. Trailers of any kind including construction trailers, tents, shacks, sheds, barns, or any temporary buildings or any description whatsoever, are expressly prohibited and no temporary occupancy shall be permitted in unfinished residential buildings. **Camping at all times on, or otherwise occupying a vacant lot or a lot under construction is strictly prohibited.**

g. Fire pits. Fire pits are permitted, but plans must be approved by the Association.

h. Driveways. All driveways shall be constructed of concrete or paving brick unless the ACC and the Association approve of an alternative paving material. The initial plans,

submitted to ACC and the Association in accordance with the provisions hereof, shall designate the location of the driveway and the building materials to be used for approval by the ACC and the Association.

i. Chimneys and Exhaust Flues. No prefabricated metal chimney flues for furnace or hot water heaters shall be visible from the front of the house. Prefabricated fire place flues shall not be used regardless of visibility.

j. Air Conditioners. No “through the wall” air conditioners may be installed. Whenever possible, outside compressors and condensing units for central air conditioning units shall be located in the side yard. In cases where the compressors and condensing units are located on the side of the house, noise levels must be determined to be acceptable when choosing an air conditioning system. Appropriate landscaping must be installed to hide these items from view from the residents of adjacent dwellings.

k. Swimming Pools. No swimming pool may be built which is higher than one (1) foot above the existing grade. No above ground swimming pools shall be erected or maintained on any Unit. All pool equipment must be completely screened from view and noise.

**l. Building within Unit. No building shall extend beyond any building envelope area within the Unit as designated by the ACC and the Association. All buildings planned within the Unit must be accompanied by a Certified Plat of Survey by a licensed Surveyor.**

m. Lighting. One roadside yard light with a maximum of 75 watts shall be permitted. No lights are permitted without approval, except light with a maximum of 25 watts for sidewalk lighting and reasonable/customary security lights that use a motion sensor. Notwithstanding, the ACC and Association will consider exceptions for lighting, but use of low illumination and “dark sky” principles and installation must be used. Dark sky lighting is a design tool where the lighting focuses on the thing being lit without seeing the lighting fixture and to eliminate nighttime glare.

n. General. The purpose of this section 4 is to assure the continued maintenance of the Association as an aesthetically pleasing and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. The Association may construct any improvements upon the Association premises that it may, in its sole discretion, elect to make subject only to the express limitations contained in the Condominium Documents.

o. Accessory buildings, etc. Accessory buildings, playhouses, greenhouses and custom or other storage sheds are strictly prohibited, except for those that were approved by the Board of Directors prior to this amendment. Swing sets are permitted provided they are placed in such a way as to not obstruct views from adjoining properties.

p. Front Yard Garden Art. Art that exceeds 2” in height requires ACC and the Association to review and approve.

q. Landscaping. No Co-owner shall perform landscaping or plant any trees, shrubs or

flowers or place any ornamental materials upon the Common Elements or the Limited Common Elements without the prior written approval of the ACC and the Association. **Each Unit shall be aesthetically landscaped in accordance with the plan approved by ACC and the Association, and shall be completed, weather permitting, within 90 days of closing, or as soon thereafter as weather permits, but no later than June 30 of the following year.** Front yard landscaping is required and must be installed prior to or at the time of occupancy and may use a combination of natural turf, trees, shrubs, perennials, ground cover, rocks and mulch with fabric weed barrier. Each Unit shall have a minimum of three (3) trees. Vegetable gardens are allowed in the rear yard or appropriately sized side yards. Synthetic turf is not allowed. Modifications to any landscaping must be submitted to the ACC and the Association prior to making changes. No trees over three (3) inches in diameter may be removed from any Unit without the prior written approval of the ACC and the Association.

r. **Tree Removal.** The ACC and the Association shall have the exclusive right to approve or disapprove of the removal of any trees to be removed from any lot for any reason. A Co-owner must notify the ACC and the Association in writing of any intentions to mark trees to be cut and removed 48 hours prior to cutting or removing to allow sufficient time for inspection of tree to be removed.

Section 5. Antennas and Satellite Dishes. No outside antennas or satellite dishes shall be allowed on any Unit, except a satellite dish that is no greater than 39" in diameter, placed in a location approved by the ACC and the Association.

Section 6. Underground Sprinkling Systems. All Units within the Association upon which a Dwelling has been constructed shall have an underground irrigation system capable of adequately watering all lawn areas (all four sides). The system must be installed within one (1) year of occupancy of a Dwelling and must be maintained in good working order and operated sufficiently to ensure proper growing conditions. Notwithstanding the forgoing, no water for such irrigation system may be pumped from Lake Templene without the prior written consent of the ACC and the Association and, if applicable, any required third-party approvals are obtained. Automatic irrigation systems must be designed to prevent over saturation of the soil. Rain sensors are encouraged.

Section 7. Drainage and Utility Easements. No permanent improvement shall be constructed on any area designated by the Condominium Documents or any written easement as a drainage or drain easement or utility easement, unless approved by the ACC and the Association and the person to whom the easement was granted. No discharge from any storm water coming on any Unit shall flow into any sanitary sewage facility within the Association. Any ditch or swale that is a part of the storm water drainage system serving the Association that is located upon a Unit shall be maintained by the Co-Owner of the Unit in good repair and free of obstructions.

Section 8. Alterations and Modifications of Common Elements. No Co-Owner shall make alterations, modifications or changes in any of the Common Elements without the express written approval of the Board of Directors. No Co-Owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association's responsibility in any way.



**Section 9 Activities.** No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance, a nuisance or a safety hazard to the Co-Owners of the Association. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Association without the written approval of the Association, and each Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. **Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles and devices.** There shall be no operation of loud mechanical equipment on Sunday, specifically, but not limited to, lawn mowing. Garage sales will be limited to no more than one (1) per household per year.

**Section 10. Pets.** With specific conditions not to be a nuisance or disturbance to the neighborhood peace of Condo members, Co-Owners shall have the right to keep on its Units not more than two (2) domesticated animals as household pets. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and Co-Owner who causes any animal brought or kept upon the premises of the Association shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association had given permission therefore. Each Co-Owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-Owner. **No dog which barks indoors or outdoors that can be heard on a frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises.** The Association may charge Co-Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Association. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Association which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association and/or revoke the privilege of a Co-Owner to maintain a pet in the Association. All such Units that house such household pets shall keep and maintain an underground electronic pet confinement system such that the pet will not leave the boundaries of such Unit. The

Association has the right to require a pet owner to remove any pet that is deemed a nuisance.

Section 11. Aesthetics. No unsightly condition shall be maintained on any Unit and only patio, porch and deck furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. **Trash receptacles shall not be permitted to remain on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. Vacant Units must be neatly maintained with weeds cut and without accumulation of natural or other debris. In general, no activity shall be carried on nor a condition maintained by a Co-Owner, either in his Unit or upon the Common Elements, that is detrimental to the appearance of the Association.**

**Section 12. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Association, unless parked in the garage with the door closed.** No inoperable vehicles of any type may be brought or stored upon the Association premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Association (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-Owner shall park their car in the garage space provided, and shall park any additional car which they own in the driveway immediately adjoining their garage space. Co-Owners shall, if required by the Association, register with the Association. Parking by other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this section is absolutely prohibited. Parking on any street in the Association is prohibited except that the Association may make reasonable exceptions thereto from time to time. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premise locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicles.

Section 13. Advertising. Except as may be displayed by the Association, the Association or any successor Association, no signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without the written permission from the Association and, during the Development and Sales Period, from the Association, any sign displayed must be in accordance with Township ordinances and if required by the ordinance, such sign shall be submitted for review by the Township Planning Commission.

Section 14. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-Owners in the Association. Reasonable regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of the Common Elements and Limited Common Elements may be made and amended from time to time by the Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations, and amendments thereto shall be furnished to all Co-Owners; provided, however, that any rules and regulations, and amendments thereto duly adopted shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the rules and regulations. Such rules and regulations may include, without limitation, the

imposition of speed limits for vehicular traffic on the roads in the Association and the uses to which the General Common Element Areas may be put. All such restrictions shall be fairly and equitably administered for the benefit of all Co-Owners. The purpose of such regulatory authority vested in the Association is to assure that all such amenities will be utilized in a reasonable, safe, orderly and environmentally sound manner with due regard for preservation of serenity, avoidance of congestion and maintenance of high community standards and with due consideration, as well, to the reasonable usage of the lake in relation to other lawful users thereof.

Section 15. Rights of Access of Association. The Association, or its duly authorized agents, shall have access to each Unit any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall have access to Units and Limited Common Elements appurtenant thereto as may be necessary to respond to emergencies or to make emergency repairs to prevent damage to the Limited Common Elements or another Unit. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to his Unit caused thereby.

Section 16. Special Obligations. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of recreational facilities, if any, in the Association may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

Section 17. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements or Limited Common Elements including, but not limited to, the telephone, sewer system, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements or Limited Common Elements by the Co-owner, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 18. Refuse Disposal. No burning of garbage, trash, tree, brush, or other like refuse shall be permitted within the Association. Trash and/or other refuse shall not be permitted to accumulate at any Unit. In order to enhance the appearance and orderliness of the Association, the Developer hereby reserves for itself, its successors and assigns, the exclusive right to operate, or from time to time, to grant an exclusive license to a third party to operate a commercial scavenging service within the Development for the purpose of removing garbage, trash and other like household refuse, such refuse collection and removal service shall be provided no less often than once a week on a day or days designated by the Developer, its successors and assigns. The charge to be made for such shall be commensurate with the rates charged by commercial scavengers, and subject to change from time to time.

Section 19. Telecommunications Agreements. In the Master Deed, Developer has reserved to itself the exclusive right and power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement as may be necessary, convenient or desirable to provide for telecommunications, cable television, videotext, broadband cable, satellite dish, earth antenna and similar services.

Section 20. Model Homes. No owner of any Unit shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Developer.

Section 21. Natural Wildlife Area; Non-Disturbance of Wetlands. The Natural Wildlife Area is a wetland and will be maintained as a natural area. Trees will not be removed, except as necessary and appropriate as determined by the Association.

As a wetland, the Natural Wildlife Area is protected by federal and state law. Under the provisions of the Goemaere-Anderson Wetland Protection Act, Public Act No. 203 of 1979, any disturbance of a wetland by depositing material in it, dredging or removing material from it, or draining water from the wetland may be done only after a permit has been obtained from the Department of Natural Resources or its administrative successor. The penalties specified in the Goemaere-Anderson Wetland Protection Act are substantial. In order to assure no inadvertent violations of the Goemaere-Anderson Wetland Protection Act occur, no Co-owner may walk in or disturb the wetlands in the Natural Wildlife Area without obtaining: (1) written authorization of the Association; (2) any necessary municipal permits; and (3) any necessary state permits. The construction of any improvements in the Natural Wildlife Area is prohibited. This area is also not to be used for any other purposes, including to park or store vehicles or for storage of personal property or dumping of trash. The Association may assess fines and penalties as provided for in these Bylaws for violation of this section 22 and may seek injunctive and/or equitable relief to protect the wetlands.

Section 22. Entry Area. The gated entry area established at the entrance to the Association, and the landscaping and lighting serving such area, shall be operated and maintained by the Association.

Section 23. Proximity to Golf Course; Assumption of Risk and Indemnification. Each Co-owner acknowledges that: (1) the Association will be located adjacent or close to the Island Hills Golf Course ("Golf Course"), (ii) the owning or occupying property adjacent or close to a golf course, as is the case of the Association, involves certain risks which may affect the use and enjoyment of the Association and the Unit, and (iii) that such risk may include, but are not limited to golf balls being hit into the Association, and the Unit, or any Common Element, if any, with the potential of causing death, bodily injury or damage to the property. By taking title to the respective Unit, each Co-owner hereby expressly assumes such risk and agrees that neither the Developer or any entity designing, constructing, owning or managing the Golf Course will be liable to such Co-owner or any invitees, tenants, licensees, guests or family of such Co-owner claiming any loss or damage for death, personal injury, damage to property, trespass or any other alleged wrong attributable to any extent to the proximity of the Association, the Unit, or any Common Element to the Golf Course and its operation as such, and agrees to indemnify and hold harmless the Developer and any other entity designing, constructing, managing or owning the Golf Course against all claims by each Co-owner's invitees, tenants, licensees, guests or family of each Co-owner with respect to any such claims above described. The foregoing release of liability will apply, without limitation, to any such claim arising in whole or in part from the negligence of the Developer or any entity, designing, constructing, or owning the Golf

Course. Nothing in this Section 23 will restrict or limit the right of the Developer or any entity owning or managing the Golf Course to change the design and layout of the Golf Course from time to time, and such changes, if any, will not nullify, restrict or impair the Co-owner's covenants and obligations state in this Section 23.

Section 24. Lake Templene Property Owners' Association. The Association may elect to become a member of the Lake Templene Property Owners Association, Inc. ("L.T. P. O. A."). In such event, Association may assess each Co-owner in accordance with their percentage of value for their share of any assessments paid by the Association to the L.T.P.O.A. The Association anticipates entering an agreement with the L.T.P.O.A. that shall govern the terms of the participation in the L.T.P.O.A.

Section 25. Islands. Co-owners shall not have any rights whatsoever with respect to any islands located within Lake Templene.

#### Section 26. Public Health Requirements.

a. Water Systems. Individual water supply systems will be permitted on a Unit solely to provide water for domestic consumption at the residence on the Unit and for irrigation purposes, swimming pools, or other non-domestic uses on the Unit. Prior to the installation of a well, a permit must be obtained from any applicable federal, state or local authorities. It will be the responsibility of the Owner to install, operate, maintain and repair the water supply system in good order and working condition and comply with all applicable governmental regulations and neither the Developer nor the Association will have any responsibility with respect to same. All wells shall produce a quality of water that meets Federal and State of Michigan water quality guidelines. All wells shall provide a quantity of water to meet domestic needs. Iron removal equipment may be necessary.

Installation, construction, operation, maintenance and repair of water wells are also subject to those requirements and restrictions set forth in the Master Deed.

b. Waste Treatment. The Units in the Association will be served by one of two types of waste water treatment systems: (1) a sewage septic system and drain field located on the Unit and serving that Unit, or (2) the Wastewater System (defined in the Master Deed) serving several Units.

1. Units 1 through 11 - Septic System. If a Dwelling is constructed within any of Units 1 through 11, then at or before the time the Dwelling is constructed there shall also be built within the Unit a sewage septic system and drain field which meets the requirements of the Health Department and that division of the State of Michigan having authority to regulate sewage treatment and wastewater discharge from the Project.

For each Unit 1 through 11, the construction, maintenance, repair and replacement of each sewage septic system and drain field located on a Unit shall be the sole responsibility and cost of the Co-owner of such Unit and shall be performed strictly in accordance with the Master Deed, these Bylaws, any rules and regulations prescribed by the Association in all applicable state, county and local public health and other statutes, regulations rules and ordinances.

2. Unit 12 through 47 - Wastewater System. If a Dwelling is constructed within any of Units 12 through 47, it will be connected to and serviced by the Wastewater System. **At or before the time the Dwelling is constructed** there shall also be built within the Unit a solids holding tank, liquid holding tank, pumping station and pressure lines from the liquid holding tank to the border of the Unit (this equipment is referred to herein as the "Sanitary Sewage Holding/Pumping Facility"). The Sanitary Sewage Holding/Pumping Facility shall be approved by (including the size, type and nature of any equipment installed) and meet all requirements established by the Health Department and that division of the State of Michigan having authority to regulate sewage treatment and wastewater discharge from the Project. Construction, operation, maintenance and repair of the Wastewater System are also subject to those requirements and restriction set forth in the Master Deed.

For each Unit 12 through 47 that is serviced by the Wastewater System, the initial construction and ultimate replacement of the Sanitary Sewage Holding/Pumping Facility on such Unit, or any part or component thereof, shall be the sole responsibility and cost of the Co-owner of the Unit on which this equipment is located and shall be performed strictly in accordance with the Master Deed, the Bylaws, any rules and regulations imposed by the Association and all applicable state, county and local public health and other statutes, regulations rules and ordinances. The maintenance and repair of the Sanitary Sewage Holding/Pumping Facility shall be approved by (including the size, type and nature of any equipment installed) and meet all requirements established by the Health Department and the division of the State of Michigan having authority to regulate sewage treatment and wastewater discharge from the Project. Construction, operation, maintenance and repair of the Wastewater System are also subject to those requirements and restrictions set forth in the Master Deed.

Facility on each Unit 12-47 and the pumping out of the solids tank on each Unit 12 - 47 will be the responsibility of the Association.

The final determination of whether a part or component of the Sanitary Sewage Holding/Pumping Facility on a Unit should be constructed or replaced shall be made by the Association. If the Co-owner of a Unit serviced by the Wastewater System fails to construct or replace any part or component of the Sanitary Sewage Holding/Pumping Facility that should be constructed and/or replaced, by the Association shall undertake this construction and/or replacement and pay for it with the funds contained in the escrow account of the Wastewater System, or it may assess the other Co-owners connected to the Wastewater System for the cost, expenses, and other amounts related to the construction and/or replacement, with this assessment being subject to the terms of Article II above. However, any costs, expenses and/or other amounts paid or incurred by the Association (including amounts paid to it by other Co-owners) for such construction and/or replacement may be assessed by the Association against the Co-owner of the unit who failed to construct or replace the component or part of the Sanitary Sewage Holding/Pumping Facility. This shall be an assessment that is subject to article II above, and the Association may exercise all rights, remedies and proceedings described in article II to collect and enforce payment from this delinquent Co-owner.

If a public sewer system ever becomes available to the Association in the future, then each unit that is developed, among units 12 - 47, must connect to this public sewer system.

### 3. Addition of units 1 - 11 to Waste Water System.

If a public sewer system becomes available to the Association in the future, then each unit that is developed, among units 1 - 11, must connect to this public sewer system. If the capacity of the wastewater system is expanded so that, in the opinion of the Michigan department of environmental quality ("MDEQ") it will be able to adequately process the wastewater discharge from Units 1 - 11, then each unit that is developed, among units 1 - 11, must connect to the wastewater system.

If any of units 1 - 11 are required to hook up to the wastewater system, then the Co-owner of this unit shall construct within this unit a sanitary sewage holding/pumping facility, consisting of a solids holding tank, liquids holding tank, pumping station and pressure lines from the holding tanks to the border of the unit, and the Association shall install additional pressure lines and other equipment necessary to connect these units to the holding tank at the common drain field. This equipment shall be approved (including the size, type and nature of any equipment installed) and installed in a location within the unit acceptable to the health department and the division of the State of Michigan having authority to regulate sewage treatment and wastewater discharge from the Project.

The cost of the construction and replacement of the equipment for the sanitary sewage holding/pumping facility shall be the fiscal responsibility of the Co-owner of the unit to the same extent as the Co-owners of units 12 - 47. If a Co-owner fails to construct or replace any part or component of the sanitary sewage holding/pumping facility on his unit, the Association shall have the same rights, obligations and responsibilities it has regarding units 12 - 47, as described in subsection (2) above, including the obligation to undertake such construction and/or replacement and the right to assess the Co-owner of the unit for the costs, expenses and other amounts paid or incurred by the Association (including amounts paid to it by other Co-owners) for such construction and/or replacement.

Any upgrades necessary to increase the capacity of the wastewater system or for any other reason as is required by any public Regulating authority shall be the fiscal responsibility of the Association.

4. Addition of Area of Future Development. If the project is expanded into the area of future development, designated in the master deed, then the Developer has the right to connect any additional units located in the area of future development to the wastewater system. The Developer will be responsible for paying the cost to expand, redesign, and upgrade the wastewater system to accommodate the additional units and the extra wastewater they will discharge. The owner of a unit located in the area of future development will be responsible for constructing within this Unit a sanitary sewage holding/pumping facility, consisting of a solids holding tank, liquids holding tank, pumping station and pressure lines from the holding tanks to the border of the unit.

It is understood that if someone other than the Developer or the Association wishes to connect to the wastewater system, this person must obtain a perpetual agreement with the Association to provide wastewater treatment services.

All plans, equipment, upgrades, and modifications shall be approved (including the size, type and nature of any equipment installed) and installed in a location and manner acceptable to the health department and the division of the State of Michigan having authority to regulate sewage treatment and wastewater discharge from the project.

After the units in the area of future development have been connected to the wastewater system, the Association shall have those same rights and obligations to operate, maintain, repair, and ultimately replace the waste water system as it has for unit 12 - 47. The Co-owner of a unit in the area of future development shall have the same rights and obligations as a Co-owner of units 12 - 47 to construct and replace the sanitary sewage holding/pumping facility in any part or component thereof.

Section 27. Developer's rights in furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales. Or of the Association in furtherance of its powers and purposes set forth herein and in its articles of incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable development and sale of the entire project by the Developer and may continue to do so during the entire development and sales period and may continue to do so even after the conclusion of the development and sales period and for so long as Developer continues to construct or owns or holds title or an option or other enforceable interest in land for development as Association within 1 mile from the perimeter of Association premises. Developer shall also have the right to maintain or conduct on the Association premises any type of promotional activity, it desires, including the erection of any and all kinds of temporary facilities relative to the marketing, promotion of the project, or other Developer activity within Association premises or the area within said one mile perimeter.

Section 28. Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Association. **If at any time any Co-owner fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Association may elect to maintain, or do any landscaping required by these Bylaws and to charge the cost thereof to the Co-owner.** The Association shall have the right to enforce these Bylaws throughout the development and sales period of unimproved units.

Section 29. Developer's right to maintain signs. The Developer reserves the right, until the termination of the project, to maintain a sign on the Association premises that reflects the name of the project and identifies the involvement of the Developer, and/or any one of the Developer's affiliates, in the development of the project.



Section 30. Lake Templene.

a. Water Usage and Control. Riparian rights at Lake Templene have been reserved and retained by Island Hills Golf Club, LLC. and its successors and assigns ("Golf Club"). When Golf Club conveyed the land comprising the Condominium Project to Association, Golf Club did not convey any riparian rights in Lake Templene. None of the Units includes riparian rights; a Unit Co-Owner does not have any ownership interest in Lake Templene or the bottom land of Lake Templene that adjoins his Unit. The right to usage and control of the Lake remains with Golf Club, its successor and assigns or authorized agents.

Golf Club has executed an Agreement and Easement Regarding Lake Rights which grants Developer and the Association the right to grant Co-Owners of Units in the Condominium limited rights to use Lake Templene, as set forth below. The list below is intended to provide information, not create enforceable rights. If any provision in this Section 30 conflicts with the Agreement and Easement Regarding Lake Rights, said agreement, by law, must control:

1. A Co-Owner or Unit in the Association that has frontage on Lake Templene ("Lake Front Owner") is allowed to pump water from Lake Templene to a water sprinkling irrigation system located on the lake front Unit owned by that Lake Front Owner, provided that Golf Club gives prior written permission for such pumping. The Golf Club's permission to pump water from the Lake may be cancelled, revoked or temporarily suspended at any time if the Golf Club believes it is in the best interest of Lake Templene or the Golf Club.

2. A Lake Front Owner may use the lake frontage on his lake front Unit only for access to Lake Templene for use of the shoreline of his Unit and the use of the surface waters of Lake Templene for swimming, fishing, wading, boating and any normal lakefront activities. Such use shall be in common with others who have a right to use of Lake Templene. A Lake Front Owner may install seasonal docks, rafts, piers or boat moorings within Lake Templene along the frontage of his lake front Unit, extending to the bottom land of Lake Templene. A Lake Front Owner may place only two (2) docks on his Unit; which may extend from the shore of his Lake front Unit into Lake Templene and such docks shall be located within the bottom land of Lake Templene that is owned by the Golf Club. Boats and docks shall not be placed or moored across Unit boundaries, as extended into the Lake, nor be placed in a manner to hinder the use of Lake Templene by any other Lake Front Owner or be a nuisance or safety risk. Docks shall extend into Lake Templene only as far as is reasonable to dock boats in a hoist. All use of Lake Templene frontage associated with the Association shall be subject to applicable federal, state and local statutes and ordinances, and also the provisions of the Condominium Documents.

3. Co-Owners of Units in the Association, including those who do not own adjoin Lake Templene ("Back Lot Owners") may use those boat launches on Lake Templene that are owned and operated by St. Joseph County Lake and Land Development Corporation ("SJC Corp"), and its successors and assigns, and any lake Association (if so appointed by SJC Corp) and their successors and assigns, to access and use the waters of Lake Templene for boating and boating related activities, such as fishing from a boat or water skiing.

b. Restrictions on Use of Lake Templene. Use of Lake Templene by the Association and the Co-Owners is subject to the following restrictions and limitations:

1. There shall be no water skiing on personal watercraft or power boat racing before nine (9:00am) or after official sunset, except for special events authorized by the Golf Club, the Association or the Lake Templene Property Owners Association [L.T.P.O.A.]

2. For the good of the waters of Lake Templene and for the control of the fish population, Golf Club and those with riparian rights in Lake Templene shall be entitled to lower the level of Lake Templene for periods of time when deemed necessary.

3. Golf Club, its successors and assigns, shall have the right at any time to dredge or otherwise remove any accretion or deposits from any Units adjacent to Lake Templene to maintain the established shoreline of the Lake. Lake Front Owners may not dredge or remove any accretion or deposits from the lake bottom adjacent to their Unit without prior written permission of Golf Club and all necessary governmental approvals. Neither Golf Club, nor the Association shall be obliged to dredge or otherwise remove any accretions or deposits from any lake bottom adjacent to the Association.

4. No Co-Owner shall have any rights whatsoever in any islands located within Lake Templene. The island located northeast of lots 28 and 29 is owned by Association and is not accessible for any use by any member or non-member in the Lake Templene Community. The Association's position is to allow the island to revert to its natural state. However, members, at their own expense, may perform voluntary maintenance to keep it aesthetically attractive if they desire.

5. Golf Club may authorize the application of chemical weed treatment, killer or herbicide, chemical treatment to control aquatic life, or other chemical water treatment for any portion of Lake Templene without the consent or approval of Association or any Unit owners. Additionally, they shall not attempt to prevent such action by the Golf Club and any other riparian rights owners.

**Section 31. Architecture Control Committee. The Architectural Control Committee ("ACC") is a committee whose members are appointed by the President of the Association, as set forth in Article XII of these Bylaws. The ACC has no authority, except as set forth in these Bylaws, and the members of the ACC have no property right in their position. They can be appointed or removed by the President in his discretion without notice or cause.**

**In all other respects, the provisions of the Master Deed of Island in the Hills Condominium Association, as amended, are hereby ratified and confirmed. Capitalized terms in this Ninth Amendment shall have the meanings given to them in the Condominium Documents, unless defined otherwise or the context clearly requires differently.**

IN WITNESS WHEREOF Robert Griffioen, the Secretary of The Island in the Hills Condominium Association, has duly executed this Ninth Amendment to the Master Deed of The Island in the Hills, on September \_\_, 2021 and certifies that this Ninth Amendment was duly adopted by consent of not less than 2/3 of the votes of the Co-owners.

ISLAND IN THE HILLS CONDOMINIUM Association

By: \_\_\_\_\_  
Robert H. Griffioen, its Secretary

COUNTY OF MICHIGAN            )  
  )SS  
COUNTY OF ST. JOSEPH        )

Acknowledged in the presence of the notary public referenced below by Robert H. Griffioen. Said person has affirmatively vouched for the truthfulness of the above signed record, is either known to me or presented satisfactory evidence of his or her identity, and acknowledged that he or she signed the record on behalf of the person identified in the record (Island in the Hills Condominium Association) with the proper authority and signed it as the act of the person identified in the record.

Dated: \_\_\_\_\_

/s/ \_\_\_\_\_

Notary public, State of Michigan, County of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Prepared in the offices of:  
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