

LIBER **868** PAGE **357**  
STATE OF MICHIGAN  
ST. JOSEPH COUNTY  
RECORDED

21 DEC 1998 1:10:46 PM

CYNTHIA L. JARRATT  
REGISTER OF DEEDS

MLC:mtd  
12/01/98

**MASTER DEED**

**ISLAND HILLS**

This Master Deed is made and executed on this 30th day of October, 1998, by PHEASANT RIDGE DEVELOPMENT COMPANY, INC., an Indiana corporation, hereinafter referred to as "Developer" of P.O. Box 535, Bristol, Indiana 46507, in accordance with the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires, by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit "A" and the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereto) to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a Condominium Project under the provisions of the Act.

NOW THEREFORE, the Developer does, upon the recording hereof, establish Island Hills as a Condominium Project under the Act and does declare that Island Hills (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, as amended, and subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its legal representatives, successors and assigns, and any persons acquiring or owning any interest in the real property, their grantees, successors, heirs, legal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

**ARTICLE I**

**TITLE AND NATURE**

The Condominium Project shall be known as Island Hills, St. Joseph County Condominium Subdivision Plan No. 5. The engineering and architectural plans and specifications for the

Project are filed with the Township of Nottawa, St. Joseph County. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. The Condominium Project contains individual Units which may be used for residential purposes and each Unit is capable of individual utilization on account of having its own access to a common element of the Condominium Project. Each Co-owner of a Unit in the Condominium Project shall have an exclusive property right to his Unit and an undivided and inseparable right with other Co-owners in the common elements of the Condominium Project as are hereinafter set forth.

## ARTICLE II

### LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is located in the Township of Nottawa, St. Joseph County, Michigan, and is described as follows:

All that part of the Southwest  $\frac{1}{4}$  of Section 32, T 6 S, R 10 W, Nottawa Township, St. Joseph County, Michigan, described as follows: Commencing at the West  $\frac{1}{4}$  corner of said Section 32, as monumented, and running thence S  $00^{\circ}23'38''$  W, along the Section line as monumented, 672.77 feet to the point of beginning of this description; the boundary runs thence N  $81^{\circ}00'22''$  E 362.72 feet; thence S  $00^{\circ}16'47''$  W 152.17 feet; thence S  $12^{\circ}50'28''$  E 51.31 feet; thence Easterly along a 236 foot radius curve to the right having an arc distance of 40.35 feet and a delta angle of  $09^{\circ}47'43''$  (chord=N  $70^{\circ}11'53''$  E 40.30 feet); thence N  $12^{\circ}50'28''$  W 41.83 feet; thence N  $00^{\circ}16'47''$  E 158.76 feet; thence N  $74^{\circ}39'18''$  E 103.84 feet; thence S  $89^{\circ}43'13''$  E 120.00 feet; thence N  $57^{\circ}32'09''$  E 403.04 feet; thence S  $82^{\circ}18'39''$  E 224.88 feet; thence S  $37^{\circ}54'21''$  E 113.23 feet; thence S  $04^{\circ}00'34''$  E 361.01 feet; thence S  $24^{\circ}22'01''$  E 187.04 feet; thence S  $56^{\circ}52'48''$  E 392.77 feet; thence S  $00^{\circ}16'47''$  W 50.00 feet; thence S  $89^{\circ}43'13''$  E 35.91 feet; thence S  $00^{\circ}16'47''$  W 66.00 feet; thence Southwesterly along a 30 foot radius curve to the left having an arc distance of 47.12 feet and a delta angle of  $90^{\circ}00'00''$  (chord=S  $45^{\circ}16'47''$  W 42.43 feet); thence N  $89^{\circ}43'13''$  W 66.00 feet; thence Northwesterly along a 30 foot radius curve to the left having an arc distance of 47.12 feet and a delta angle of  $90^{\circ}00'00''$  (chord=N  $44^{\circ}43'13''$  W 42.43 feet); thence N  $89^{\circ}43'13''$  W 121.76 feet; thence Northwesterly along a 566 foot radius curve to the right having an arc distance of 246.39 feet and a delta angle of  $24^{\circ}56'32''$  (chord=N  $77^{\circ}14'57''$  W 244.45 feet); thence S  $05^{\circ}26'23''$  E 500.50 feet; thence N  $84^{\circ}33'37''$  E 34.62 feet; thence Northeasterly along a 340 foot

radius curve to the left having an arc distance of 134.65 feet and a delta angle of 22°41'28" (chord=N 73°12'53" E 133.77 feet); thence S 20°07'21" E 262.15 feet to a concrete monument; thence S 76°04'19" W 948.38 feet; thence N 39°21'24" W 192.73 feet; thence N 19°18'09" E 399.75 feet; thence N 05°26'23" W 500.00 feet; thence N 11°56'13" E 42.29 feet; thence N 09°19'47" W 44.34 feet; thence N 89°43'13" W 99.11 feet; thence N 12°50'28" W 245.61 feet; thence Southwesterly along a 170 foot radius curve to the left having an arc distance of 40.68 feet and a delta angle of 13°42'37" (chord=S 67°26'20" W 40.58 feet); thence S 12°50'28" E 229.44 feet; thence N 89°43'13" W 138.02 feet; thence S 00°23'38" W 101.97 feet; thence Southwesterly along a 170 foot radius curve to the right having an arc distance of 266.70 feet and a delta angle of 89°53'09" (chord=S 45°20'12" W 240.18 feet); thence N 89°43'13" W 81.14 feet; thence Southwesterly along a 30 foot radius curve to the left having an arc distance of 47.06 feet and a delta angle of 89°52'16" (chord=S 45°20'39" W 42.38 feet); thence N 89°36'22" W 19.26 feet; thence N 00°23'38" E, along the West line of said Section 32 a distance of 734.92 feet to the point of beginning.

ALSO all that part of the Northeast fractional ¼ and the Southeast fractional ¼ of Section 32, T 6 S, R 10 W, Nottawa Township, St. Joseph County, Michigan, described as follows: Commencing at the Northeast corner of said Section 32 and running thence N 89°31'34" W, along the Section line, 379.53 feet; thence Southerly along the West line of Raintree Boulevard along the following four courses: thence Southerly along a 626.27 foot radius curve to the left having an arc distance of 545.34 feet and a delta angle of 49°53'30" (chord=S 00°25'20" W 528.27 feet); thence Southerly along a 433.00 foot radius curve to the right having an arc distance of 413.19 feet and a delta angle of 54°40'30" (chord=S 02°56'12" W 397.69 feet); thence S 30°17'18" W 769.79 feet (platted as S 30° W 770.00 feet); thence Southerly along a 942.00 foot radius curve to the left having an arc distance of 318.76 feet and a delta angle of 19°23'17" (chord=S 20°35'20" W 317.24 feet); thence S 79°06'27" E 34.00 feet; thence S 10°53'23" W along said boulevard 624.82 feet; thence Southwesterly along said boulevard along a 994 foot radius curve to the right having an arc distance of 72.80 feet and a delta angle of 04°11'42" (chord=S 12°59'56" W 72.78 feet) to the point of beginning of this description; thence Southwesterly along said boulevard along a 994 foot radius curve to the right having an arc distance of 636.45 feet and a delta angle of 36°41' 13" (chord=S 33°26'20" W 625.69 feet); thence S 38°03'27" E, along the

Southerly boundary of "Hidden River Hills No. 2" (Liber 5 of Plats, Page 70), 66 feet; thence Southwesterly along the Southeasterly side of Raintree Boulevard as extended along the following four courses: thence Southwesterly along a 1060.00 foot radius curve to the right having an arc distance of 18.64 feet and a delta angle of 01°00'27" (chord=S 52°26'27" W 18.64 feet); thence S 56°08'38" W 128.22 feet; thence Southwesterly along a 272.22 foot radius curve to the left having an arc distance of 136.31 feet and a delta angle of 28°41'25" (chord=S 41°49'19" W 134.89 feet); thence Southwesterly along a 374.95 foot radius curve to the right having an arc distance of 339.16 feet and a delta angle of 51°49'39" (chord=S 53°23'12" W 327.72 feet); thence S 10°41'59" E 88.24 feet; thence S 33°21'26" W along an intermediate traverse line, 384.18 feet; thence N 77°37'40" W 262.53 feet; thence N 31°13'24" E 85.93 feet; thence Northwesterly along a 62.50 foot radius curve to the right having an arc distance of 40.80 feet and a delta angle of 37°23'57" (chord=N 62°17'54" W 40.08 feet); thence S 31°13'24" W 110.12 feet; thence S 87°32'41" W 47.77 feet; thence N 70°49'23" W 105.11 feet; thence N 00°54'07" E 166.52 feet; thence N 24°27'47" E 203.79 feet; thence N 68°48'20" E 171.46 feet; thence N 55°36'19" E 515.60 feet; thence S 43°03'34" E 244.54 feet; thence Northeasterly along a 308.95 foot radius curve to the left along Raintree Boulevard having an arc distance of 23.30 feet and a delta angle of 04°19'16" (chord=N 29°37'57" E 23.30 feet); thence Northeasterly along a 338.22 foot radius curve to the right along Raintree Boulevard having an arc distance of 18.66 feet and a delta angle of 03°09'42" (chord=N 29°03'25" E 18.66 feet); thence N 43°03'34" W 225.78 feet; thence N 55°36'19" E 80.81 feet; thence N 45°13'19" E 549.37 feet; thence N 51°52'05" W 21.48 feet; thence N 38°07'55" E 87.27 feet; thence N 24°18'08" E 116.41 feet; thence Southeasterly along a 285 foot radius curve to the left having an arc distance of 66.64 feet and a delta angle of 13°23'46" (chord=S 72°22'22" E 66.48 feet); thence S 79°04'15" E 92.44 feet; thence Southeasterly along a 30 foot radius curve to the right having an arc distance of 49.30 feet and a delta angle of 94°09'54" (chord=S 31°59'18" E 43.94 feet) to the point of beginning.

### ARTICLE III

### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various instruments such as, by way of example and not limitation, the Articles of

Incorporation and corporate By-Laws and Rules and Regulations of Island Hills Condominium Association, a non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, Island Hills, as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

B. "Association" shall mean the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted by the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "Association By-Laws" means the corporate By-Laws of Island Hills Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

D. "Common Elements", where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof.

E. "Condominium By-Laws" means Exhibit "A" hereto, being the ByLaws setting forth the substantive rights and obligations of the Co-owners and required by Section 54 of the Act to be recorded as part of the Master Deed.

F. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, and the Articles of Incorporation, By-Laws and Rules and Regulations, if any, of the Association.

G. "Condominium Premises" means and includes the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Island Hills Condominium, as described above.

H. "Condominium Project", "Condominium" or "Project" means Island Hills, a Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Exhibit "B" hereto.

J. "Condominium Unit" or "Unit" means that portion of the Project designed and intended for separate ownership and use, as described in this Master Deed.

K. "Co-owner" means a person, firm, corporation, partnership, association, trust

or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project, including the vendee of any land contract of purchase who is not in default thereunder. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

L. "Developer" shall mean Pheasant Ridge Development Company, Inc. which has executed this Master Deed, and its legal representatives, successors, and assigns.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

## ARTICLE IV

### COMMON ELEMENTS

The Common Elements of the Condominium Project described on Exhibit B and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The General Common Elements are:

1. The land described in Article II hereof, including roads and any other improvements not designated as limited common elements or Units.
2. The electrical, telephone and/or television wiring networks throughout the Project up to the perimeter boundary of a Unit.
3. The gas line network throughout the Project, if any, up to the perimeter boundary of a Unit.
4. The storm drainage and water leaching system throughout the Project, except any portion of the water retention system located within a Unit shall not be designated as a general Common Element.
5. The open space areas throughout the Project, if any.
6. Such other elements of the Project not herein designated as General or Limited Common Elements and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

B. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are, to the extent any of the following are located outside of the

boundaries of a Unit, listed as follows: NONE

C. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

1. The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, except for costs necessitated by the intentional acts or negligence of a Co-owner, or his guests, invitees or assignees, which shall be borne by such Co-owner.

2. The costs of maintenance and repair of all Limited Common Elements, if any, shall be borne by the co-owner of the Unit entitled to the exclusive use of such Limited Common Elements.

3. If any Unit Owner shall elect to construct or install, with the prior approval of the Association, any improvements to his Unit or to the Common Elements appurtenant to his Unit which increase the cost of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit or Units.

D. Some or all of the utility lines, systems (including mains and service leads) and equipment, including telecommunications systems, if and when constructed, may be owned by local public authorities or companies furnishing such service. Such utility lines, systems and equipment shall be General Common Elements only to the extent of the co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Island Hills as surveyed by Mostrom & Associates, 610 W. Burr Oak Street (M-86), P.O. Box 85, Centreville, Michigan 49032 attached hereto as Exhibit "B". Each Unit shall consist of the area located within Unit boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

B. The percentages of value assigned to each Unit are set forth in paragraph C below. The percentage of value assigned to each Unit shall be determinative of each Co-owner's interest in the Common Elements, the proportionate share of each respective Co-owner in the proceedings and expenses of administration and the value of each Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100. Except as otherwise set forth in this Master Deed, the percentage of value allocated to each Unit may be changed only with the

prior written approval of each institutional 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 an amendment to this Master Deed, duly consented to and recorded.

C. Set forth below are all Unit numbers as they appear on the Condominium Subdivision Plan and the percentage of value assigned to each Unit. The percentages of value for the Project are equal because the Unit sizes and proposed uses of all of the Units are substantially the same.

<u>Unit Number</u>	<u>Percentage</u>	<u>Unit Number</u>	<u>Percentage</u>
1	1.428	9	1.428
2	1.428	10	1.428
3	1.428	11	1.428
4	1.428	12	1.428
5	1.428	13	1.428
6	1.428	14	1.428
7	1.428	15	1.428
8	1.428	16	1.428
17	1.428	44	1.428
18	1.428	45	1.428
19	1.428	46	1.428
20	1.428	47	1.428
21	1.428	48	1.428
22	1.428	49	1.428
23	1.428	50	1.428
24	1.428	51	1.428
25	1.428	52	1.428
26	1.428	53	1.428
27	1.428	54	1.428
28	1.428	55	1.428
29	1.428	56	1.428
30	1.428	57	1.428
31	1.428	58	1.428
32	1.428	59	1.428
33	1.428	60	1.428
34	1.428	61	1.428
35	1.428	62	1.428
36	1.428	63	1.428
37	1.428	64	1.428
38	1.428	65	1.428
39	1.428	66	1.428
40	1.428	67	1.438
41	1.428	68	1.438
42	1.428	69	1.438
43	1.428	70	1.438

D. The number, size, and/or location of Units or of any limited Common Element appurtenant to a Unit as described in Exhibit "B" hereof may be modified from time to time by Developer or its successors in its sole discretion. Accordingly, in accordance with section 90 of the Act, Developer reserves the right to modify the number, size and/or location of unsold Condominium Units and their appurtenant Limited Common Elements from time to time. The precise nature and extent of such modifications shall be determined by the Developer in its sole judgment and discretion. Developer reserves the right to describe each such modified Unit and the Limited Common Elements appurtenant thereto by subsequent amendment or amendments to this Master Deed, which shall be effected solely by Developer without the necessity of a consent from, or execution of an instrument by, any other person now or hereafter interested in the Condominium Project, whether as Owner, mortgagee or otherwise. Further, the Developer may, in connection with any such amendment, readjust percentages of value for all the Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modification based upon the original method of determination of percentages of value for the Project. No Units so modified shall be conveyed until an amendment effecting such modifications is recorded with the Register of Deeds for St. Joseph County, Michigan. All of the Co-owners and mortgagees of Units and other persons 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 as may be necessary to effectuate the foregoing, so long as the amendments do not materially alter or change the rights of the Co-owners, mortgagees or other interested parties. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed.

## ARTICLE VI

### EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to this initial Master Deed may be extended beyond the first stage described herein to contain in its entirety no more than 70 Units. Additional Units, if any, will be constructed upon all or some portion of the following described land:

All that part of the Southeast  $\frac{1}{4}$  of Section 29 and in the Northeast fractional  $\frac{1}{4}$  and the Southeast fractional  $\frac{1}{4}$  of Section 32, T 6 S, R 10 W, Nottawa Township, St. Joseph County, Michigan, described as follows:

Commencing at the Southeast corner of said Section 29 (also being the Northeast corner of Section 32) and running thence N89°31'34"W, along the Section line, 379.53 feet to the point of beginning of this description; thence Southerly along the West line of Raintree Boulevard along the following four courses: thence Southerly along a 626.27 foot radius curve to the left having an arc distance of 545.34 feet and a delta angle of 49°53'30" (chord =

S00°25'20"W 528.27 feet); thence Southerly along a 433.00 foot radius curve to the right having an arc distance of 413.19 feet and a delta angle of 54°40'30" (chord = S02°56'12"W 397.69 feet); thence S30°17'18"W 769.79 feet (platted as S30°W 770.00 feet); thence Southerly along a 942.00 foot radius curve to the left having an arc distance of 318.76 feet and a delta angle of 19°23'17" (chord = S20°35'20"W 317.24 feet); thence S79°06'27"E 34.00 feet; thence S10°53'23"W, along said boulevard, 624.82 feet; thence southwesterly along said Boulevard along a 994 foot radius curve to the right having an arc distance of 72.80 feet and a delta angle of 04°11'42" (chord = S12°59'56"W 72.78 feet); thence Northwesterly along a 30 foot radius curve to the left having an arc distance of 49.30 feet and a delta angle of 94°09'54" (chord = N31°59'18"W 43.94 feet); thence N79°04'15"W 92.44 feet; thence Westerly along a 285 foot radius curve to the right having a delta angle of 13°23'46" and an arc distance of 66.64 feet (chord = N72°22'22"W 66.48 feet); thence S24°18'08"W 116.41 feet; thence S38°07'55"W 87.27 feet; thence N51°52'05"W 200.15 feet; thence N39°51'47"W 826.74 feet; thence N00°16'47"E 180.00 feet; thence S89°43'13"E 413.00 feet; thence N68°19'27"E 623.84 feet; thence N30°17'18"E 625.34 feet; thence N00°28'29"E 161.52 feet; thence N89°31'31"W 40.00 feet; thence S00°28'29"W 150.87 feet; thence S30°18'01"W 193.86 feet; thence S61°21'08"W 246.80 feet; thence S70°46'38"W 138.89 feet; thence N89°31'31"W 482.71 feet; thence N40°57'58"W 959.93 feet; thence N27°35'04"W 154.30 feet; thence N00°16'47"E 112.27 feet; thence N49°08'12"E 189.81 feet; thence N83°33'02"E 252.14 feet; thence S42°02'42"E 504.45 feet; thence S89°31'31"E 900.00 feet; thence S00°28'29"W 200.00 feet; thence S89°31'31"E 40.00 feet; thence N00°28'29"E 200.00 feet; thence S89°31'31"E 20.00 feet; thence N00°28'29"E 410.00 feet; thence N89°31'31"W 712.00 feet; thence N64°37'51"W 783.92 feet; thence N89°31'33"W 595.85 feet; thence N00°06'37"W, along the North-South ¼ line of said Section 29, a distance of 469.05 feet to the Northwest corner of the South ½ of the Southwest ¼ of the Southeast ¼ of said Section 29; thence S89°31'41"E 1327.39 feet to the Northeast corner of the South ½ of the Southwest ¼ of the Southeast ¼ of said Section 29; thence S00°03'01"W 331.55 feet; thence S89°31'37"E, along the North line of the South ½ of the South ½ of the Southeast ¼ of the Southeast ¼ of said Section 29, a distance of 1319.03 feet to the West line of Findley Road; thence S12°06'15"E, along said road, 0.84 feet; thence Southwesterly along the Northwesterly side of Raintree Boulevard along a 626.27

foot radius curve to the left having an arc distance of 510.89 feet and a delta angle of  $46^{\circ}44'24''$  (chord =  $S48^{\circ}44'18''W$  496.84 feet) to the point of beginning.

Also all that land lying between the above intermediate traverse line and the water's edge of Lake Templene, as bounded by the side lines of said parcel projected Southeasterly.

(hereinafter referred to as "Future Development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors and assigns, from time to time, within a period ending no later than six (6) years from the date of recording of this Master Deed, be increased by the addition of Units within any portion or all of the future development. The size and location of all such additional Units as may be constructed thereon shall be determined by Developer in its sole judgment, although the total number of Units shall not exceed 200. Such increases 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 or its successors or assigns and in which the percentages of value set forth in Article V hereof shall be proportionally adjusted 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 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 and service the additional parcel or parcels being added to the Project by such amendment. In addition, with any such amendment(s) Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the Future Development. All of the Co-owners and mortgages 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 of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer and its successors and assigns 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 amendments may be effected without the necessity of re-recording an entire Master Deed or the exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed, and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of such Future Development, 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 for Future Development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

## ARTICLE VII

### CONTRACTION OF CONDOMINIUM

The Condominium Project established pursuant to this Master Deed is contemplated to contain no more than 200 units. The Developer reserves the right, however, to establish a Condominium Project consisting of fewer units than described above. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of units in this Condominium Project may, at the option of the Developer or its successors or assigns, from time to time with a period ending no later than six years from the date of recording of this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of units be less than the number of units sold or conveyed by Developer to others. The contractible area is described in Articles II and VI of this Master Deed, and hereinafter referred to as the "Contractible Area". In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such a portion of the Contractible Area as is not reasonably necessary to provide access to or otherwise serve the units included in the Condominium Project as so reduced, including service of such units with necessary utilities. The Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects), or any other form of development. Such contraction in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and assigns, and in which the percentages of value set forth in Article V hereof shall be proportionally readjusted in order to preserve a total value of 100% for the entire project resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments and percentages of value shall be within the sole judgment of the Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of general or limited common elements as may be necessary to adequately describe the units in the Condominium Project as so reduced. All of the owners and mortgagees of units and other persons interested or to become interested in this project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of the Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of units which the Developer or its successors and assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors and assigns as agent and attorney for the purpose of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto.

## ARTICLE VIII

## EASEMENTS

In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to survey errors, or by reason of construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance and repair of all utilities in the Condominium. Each Co-owner shall allow the Developer and public utilities to have access to the Common Elements and the Units, as may be necessary for the installation, service or maintenance of utility services such as sewer, drainage, communications, water, electricity and gas. There shall exist such other easements as may be necessary for continued use and enjoyment of the Condominium Project.

The Association, acting through its lawfully constituted board of directors (including any board of directors acting prior to the transitional control date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer so long as Developer continues to own any Unit in the Project.

Until the initial sale of all Condominium Units in the Project has been completed, the Developer reserves for the benefit of itself and its successors and assigns, easements for the unrestricted use of all roads, driveways and walkways in the Condominium for the purpose of ingress and egress to and from any and all portion of the land described in Article 11. So long as the Developer owns one or more of the Units in the Project, it shall be subject to the provisions of this Master Deed and of the Act; provided, however, that the Developer shall be exempt from any requirements relating to approval of an initial sale of any Unit in the Project as may be set forth in the Condominium By-Laws.

The Developer further reserves the right at any time prior to the initial sale of the last Condominium Unit to dedicate to the public a right-of-way of such width as may be required by the local public authority over any and all of the road ways in the Project shown as General Common Elements on Exhibit "B". Any such right-of-way dedication may be made by the Developer without the consent of any co-owner, mortgagee or other person and shall be evidenced by an amendment to this Master Deed, Exhibit "B" (and the execution and recording of any other appropriate document). 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 of this Master Deed to effectuate such dedication. Notwithstanding the foregoing, however, the Developer is under no obligation to undertake such dedication, and the foregoing provisions shall not be applicable if the roadways in the Project have already been dedicated to the public.

## ARTICLE IX

## COVENANTS RUNNING WITH THE LAND

All provisions of the Master Deed and its Exhibits, as amended, shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto; and every Co-owner of the property or any part thereof or interest therein, and their heirs, legal representatives and assigns shall be bound by all of the provisions hereof.

## ARTICLE X

## AMENDMENT

Except as may be otherwise provided herein, this Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66-2/3%) of the Co-owners and of the Unit mortgagees (allowing one vote for each mortgage held) except as hereinafter set forth:

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or can, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents effecting such amendment or termination shall be recorded with the Register of Deeds of St. Joseph County, Michigan.

B. If there is a Co-owner other than the Developer, the Condominium Documents may be amended for a proper purpose only as follows:

1. The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project.

2. The amendment may be made, even if it would materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the Co-owners and Mortgagees; provided, however, that a Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without his consent; and provided further, that the provisions of Articles IV, V, VI, and this Article VIII shall not be modified without the written consent of the Developer so long as the Developer continues to own or to offer for sale any Unit in the Project. For the purposes of this sub-section, a mortgagee shall have one vote for each mortgage held.

3. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purposes reserved by

the Developer in this Master Deed, including, but not limited to, amendments for the purpose of modifying the types and/or sizes of unsold Units and their appurtenant Limited Common Elements.

4. A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration of the Association. The Co-owners and mortgagees of record shall be notified of proposed amendments under this section not less than ten (10) days before the amendment is recorded.

C. If there is a Co-owner other than the Developer, the Project may be terminated only with the consent of the Developer and not less than eighty percent (80%) of the Co-owners and Mortgagees, as follows:

1. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by the execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

2. Upon recordation of an instrument terminating the Project, the Property constituting the Condominium shall be owned by the Co-owners as tenants-in-common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy-in-common lasts, each Co-owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the Property which formerly constituted the Condominium Unit.

3. Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective, undivided interests in the Common Elements immediately before recordation, except that common profits, if any, shall be distributed in accordance with the Condominium Documents and the Act.

4. Notification of termination, by first class mail, shall be made to all parties interested in the Project, including escrow agents, land contract vendors and vendees, lien holders and prospective purchasers who deposited escrow funds.

IN WITNESS WHEREOF, this Master Deed has been executed on the date first above written.

WITNESSES:

PHEASANT RIDGE DEVELOPMENT  
COMPANY, INC.

Robert L. Thatcher, csm

Robert L. Thatcher

Eileen Irish

Eileen Irish

By: Jeffrey A. Chupp

Jeffrey A. Chupp

Its: President

STATE OF Indiana )  
COUNTY OF Elkhart ) ss:

On this 30 day of October, 1998, before me personally appeared Jeffrey A. Chupp to me personally known, who being by me sworn, said that he is the President of Pheasant Ridge Development Company, Inc. ("the Corporation") who executed this instrument; that this instrument was signed on behalf of the Corporation by authority of its board of directors and that this instrument is acknowledged as the free act and deed of the Corporation.

This Master Deed drafted by:  
Michael L. Chojnowski, Esq.  
Cooper, Martin, Chojnowski & Beck, P.C.  
P.O. Box 50231  
Kalamazoo, MI 49005-0231  
(616) 552-3400  
402\pheasant\islandhills\master deed

Eileen Irish

Notary Public

Elkhart County, Indiana

My commission expires:

**EILEEN IRISH, Notary Public**  
**A Resident of Elkhart County, IN.**  
**My Commission Expires Oct. 20, 2000**

MLC:mtd  
12/18/98

EXHIBIT "A"

CONDOMINIUM BYLAWS  
ISLAND HILLS

ARTICLE I  
ASSOCIATION OF CO-OWNERS

Section 1.1      Association. Island Hills, a Condominium Project located in the County of St. Joseph, Michigan, shall be administered by an Association of Co-owners, which shall be a non-profit corporation, hereinafter called the "Association", and which shall be organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 1.2      Membership and Voting. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium.

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed. Voting on all Association matters shall be by value.

(d) No Co-owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may be cast by the individual representative designated by such Co-owner in the notice required in subparagraph (e) below or by a proxy given by such individual representative.

(e) Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices

and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the members of the Association. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings, as provided in the Bylaws of the Association, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.

(g) The presence in person or by proxy of thirty-five percent (35%) of the Co-owners qualified to vote shall constitute a quorum, for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. All decisions of the Association shall be by a majority of the quorum, except as herein specifically provided.

(h) Votes may be cast in person or by proxy or by writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or by written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth elsewhere in these Bylaws.

**Section 1.3      Accounting.** The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

Section 1.4 Board of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided elsewhere in these Bylaws.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by State law or the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(1) Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements thereof.

(2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

(5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, security interest or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty percent (60%) of all of the members of the Association.

(8) To make rules and regulations in accordance with Article VI of these Bylaws.

(9) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or by the Condominium Documents required to be performed by the Board.

(10) To enforce the provisions of the Condominium Documents.

(b) The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 1.4(a) of these Bylaws, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by the Board, or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other similar person or entity, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 1.5      Officers. Article IX of these Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than fifty percent (50%) of all Co-owners in value.

Section 1.6      Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking reimbursement or indemnification, the indemnification herein shall apply only if the

Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 1.7 Advisory Committee. An Advisory Committee of three (3) non-developer Co-owners shall be established within one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of one-third (1/3) of the Units that may be created hereunder, or within one (1) year after the initial conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever first occurs. The Advisory Committee may, in the first instance, be appointed by the Developer. If the Board of Directors of the Association so determines, or if more than twenty percent (20%) in value of the non-Developer Co-owners shall so petition in writing, then a special meeting of the non-Developer Co-owners shall be held and the members of the Advisory Committee elected at such meeting. The purpose of the Advisory Committee shall be to facilitate communications between the Developer and the non-Developer Co-owners. The Advisory Committee shall cease to exist when a majority of the Board of Directors of the Association of Co-owners is elected by the non-Developer Co-owners. The Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by either of them; provided, however, that there shall be no more than four (4) such meetings per year unless both entities agree.

Section 1.8 Non-Developer Directors.

(a) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least one (1) Director and not less than twenty-five percent (25%) of the Board of Directors of the Association shall be elected by non-Developer Co-owners.

(b) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) of the Units that may be created, not less than thirty three and one-third percent (33 1/3%) of the Board of Directors shall be elected by non-Developer Co-owners.

(c) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-Developer Co-owners shall elect all of the Directors on the Board, except that the Developer shall have the right to designate at least one Director, as long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the Project or as long as ten percent (10%) of the Units that may be created remain unsold.

(d) Notwithstanding the foregoing, fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to not less than seventy-five percent (75%) of the Units that may be created have not been

conveyed, the non-Developer Co-owners have the right to elect the number of members of the Board of Directors equal to the percentage of Units the non-Developer Co-owners hold, and the Developer shall have the right to elect the number of members of the Board equal to the percentage of the Units which are owned by the Developer and for which all assessments are paid by the Developer. This section shall not require a change in the size of the Board of Directors as is determined elsewhere in these Bylaws. The provisions of Section 52(4) and Section 52(6) of the Act shall also be applicable to this Section 1.8, and shall be incorporated herein by reference.

## ARTICLE II ASSESSMENTS

Section 2.1      Personal Property Taxes. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2.2      Liabilities and Insurance Receipts. Taxes and special assessments which become a lien against the Condominium Project in the year of establishment shall be considered expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54 of the Act.

Section 2.3      Amount of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 2.4 below rather than by special assessments. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon the budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Two Thousand Dollars (\$2,000) annually, or (4) in the event of

emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem necessary.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding Two Thousand Dollars (\$2,000) per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2.3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners in value. The authority to levy assessments pursuant to this Subparagraph is solely for the benefit of the Association and of the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

**Section 2.4      Apportionment.** All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2.3(a) above shall be payable by Co-owners in four (4) equal quarterly installments, or twelve (12) monthly installments, as determined by the Association, commencing with acceptance of a deed to a Unit, with acquisition of fee simple title to a Unit by any other means, or upon execution of a land contract by which a Unit is purchased from Developer. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default for ten (10) or more days shall bear interest from the initial due-date thereof at the highest legal rate until each installment is paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable, both jointly and severally, for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment, including reasonable attorney's fees) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from Developer shall be so personally liable and Developer shall not be personally liable for such assessments levied up to and including the date upon which Developer actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, the cost of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments in default in order of their due dates. Notwithstanding the foregoing, any unusual common expenses benefiting less than all of Condominium Units, or any unusual expenses incurred as a result of a use being conducted within a Condominium Unit by a Co-owner, licensee, lessee or invitee, may be specially assessed or apportioned against the Condominium Unit or Units involved in a reasonable manner and in accordance with any provisions of the Act.

**Section 2.5      No Exemption.** No Co-owner may exempt himself from liability for his

contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

**Section 2.6      Collection of Assessments.** The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment or any special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. The expenses incurred in collecting unpaid assessments, including interest, costs, actual reasonable attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment or any special assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the general Common Elements of the Project and shall not be entitled to vote at any meeting of the Association

so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him.

**Section 2.7**      Effect on Mortgage Lien. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such unpaid assessments or charges to all Units including the mortgaged Unit).

**Section 2.8**      Obligations of Developer. Until such time as the regular monthly assessments paid by Co-owners other than the Developer shall be sufficient to support the total costs of administration (excluding reserves), the Developer shall pay the balance of such administrative costs on account of the Units owned by it, whether constructed or not.

After the time at which the regular monthly assessments paid by Co-owners other than the Developer are sufficient to support the total costs of administration (excluding reserves), the Developer shall be assessed by the Association for actual costs, if any, incurred by the Association which are directly attributable to the Units owned by the Developer, together with a pro-rata share of costs of administration (other than costs attributable to the maintenance of dwellings), such as legal fees, accounting fees, liability insurance premiums and maintenance of the landscaping, drives, sanitary sewer system and walks, if any. Provided, that if a Unit owned by Developer is leased or otherwise occupied on a permanent basis by a person holding under or through the Developer, the Developer shall pay all regular monthly assessments with respect to such Unit forthwith.

**Section 2.9**      Statement Regarding Assessments. Pursuant to the provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the Purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act. Unpaid assessments shall constitute a lien upon the Unit and the proceeds of sale thereof, which shall be prior to all claims except real property taxes and first mortgages of record.

**Section 2.10**      Construction Liens. A construction lien arising under Act 497 of the

Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

### ARTICLE III ARBITRATION

Section 3.1        Arbitration. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 3.2        Legal Action. In the absence of the election and written consent pursuant to Section 3.1, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3.3        Election. Election by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

### ARTICLE IV INSURANCE

Section 4.1        Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the general common elements of the Project, carry liability insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, and pertinent to the ownership, use and maintenance of the Common Elements and administration of the Condominium Project. Each owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to buildings and all other improvements constructed or to be constructed within the perimeter of a condominium unit and its appurtenant Limited common Elements, and for personal property located therein or thereon or elsewhere on the Condominium Project. Each Co-owner shall also be obligated to obtain insurance coverage for personal liability for occurrences within the perimeter of the Co-owner's Unit and appurtenant Limited Common Elements. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage required to be carried by a Co-owner. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

Section 4.2        Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association from all damages and costs, including attorneys' fees, which they may suffer as a result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or appurtenant Limited Common Element, and each individual Co-owner shall carry insurance to secure this indemnity. This section shall not be construed to give any insurer any subrogation right or other right or claim against any individual

Co-owner, however, and the Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by them to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

## ARTICLE V RECONSTRUCTION OR REPAIR

**Section 5.1      Reconstruction.** If the Condominium project or any of its Common Elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the same and payable by reason thereof are sufficient to reconstruct the Project, then such proceeds shall be applied to such reconstruction. As used herein, reconstruction means restoration of the Project in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to the damage, unless the Co-owners and mortgagees shall unanimously decide otherwise. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair, or if at any time during such reconstruction or repair the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay for the costs of reconstruction or repair. If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with repair or replacement of the damaged property without delay. Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Unit or the Limited Common Elements appurtenant thereto.

**Section 5.2      Eminent Domain.** Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(b) If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owner and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of the Co-owners in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%.

Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Project.

(d) In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5.3 Priority. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## ARTICLE VI RESTRICTIONS

Section 6.1 Recorded Restrictions. The Project shall be subject to the Declaration of Building Restrictions and Covenants as recorded in Liber 843, Pages 160 through 181 of the St. Joseph County Records ("Declaration").

Section 6.2 Leasing. A Co-owner may lease his Unit or any Limited Common Element appurtenant thereto for the same purposes set forth in Section 6.1 of these Bylaws, except that no Co-owner shall lease less than an entire Unit in the Condominium. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents, including the Declaration. The Developer, or the Association, to the extent of any Units owned by the Association, may lease any number of Units in the Condominium in its discretion and may do so for periods which shall also be within its discretion.

Section 6.3 Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon any General Common Elements, unless approved by the Board of Directors and the Committee in writing.

Section 6.4 Storm Water Drainage Easements. Storm water drainage easements on Units within the Project, as shown on Exhibit "B" to this Master Deed, shall be used solely for water drainage and leaching purposes. No activity by any Co-owner shall interfere with the drainage and retention functions of such areas, although a Co-owner whose Unit is affected by a drainage easement shall be entitled to maintain a suitable lawn and landscape materials within the drainage easement.

Section 6.5 Health Department Requirements. All sewage shall be disposed of through a

septic sewer systems of such type and installed and maintained in such manner as shall be approved by the St. Joseph County Health Department and/or appropriate authorities of the State of Michigan.

## ARTICLE VII MEMBERS

Section 7.1 Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Voting shall be as provided elsewhere in these Bylaws. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the corporation, the Condominium Master Deed or the laws of the State of Michigan.

Section 7.2 The annual meetings of members of the Association shall be held on the fifteenth day of June of each succeeding year at such time and place as shall be determined by the Board of Directors, or on such other day as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article VIII of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 7.3 It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) in number of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 7.4 It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Section 1.2(e) of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association shall be deemed due notice.

Section 7.5 If any meeting of owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than six (6) days from the time the original meeting was called. Notice of such adjourned date shall be given as required in Section 7.4 above, except as such notice shall be given at least two (2) days prior to such adjourned meeting. At any such adjourned meeting which has been called for failure of a quorum at an originally scheduled meeting, the quorum requirement shall be reduced to twenty percent (20%) of all Co-owners in value.

ARTICLE VIII  
BOARD OF DIRECTORS

Section 8.1           The affairs of the Association shall be governed by a Board of Directors, consisting of not less than three (3) nor more than five (5) persons, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. The Board of Directors shall be elected at each annual meeting of the members of the Association, and the Directors shall hold office until their successors have been elected and take office.

Section 8.2           The Board of Directors shall have the powers and duties set forth elsewhere in these Bylaws.

Section 8.3           Vacancies in the Board of Directors caused by reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 8.4           At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the Co-owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 8.5           The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8.6           Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 8.7           Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one Director.

Section 8.8           Before, after, or at any such meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent

to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8.9 At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for the purposes of determining a quorum.

Section 8.10 The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be expenses of administration.

## ARTICLE IX OFFICERS

Section 9.1 The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except those of President and Vice President may be held by one person.

Section 9.2 The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 9.3 Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 9.4 The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 9.5 The Vice President shall take the place of the President and perform his

duties whenever the President shall be absent or unable to act. If neither the President or Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 9.6 The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incidental to the office of Secretary.

Section 9.7 The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 9.8 The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

## ARTICLE X SEAL

Section 10.1 The corporation shall not be required to have a seal.

## ARTICLE XI FINANCE

Section 11.1 The finances of the corporation shall be handled in accordance with these Bylaws.

Section 11.2 The fiscal year of the corporation shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 11.3 The funds of the corporation shall be deposited in such bank or other depository as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

## ARTICLE XII MORTGAGES

Section 12.1 Notice of Mortgage. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee. The Association may, at the written request of a mortgagee of any Unit, report any unpaid assessments due from the Co-owner of such Unit.

The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit with respect to the Condominium Documents that is not cured within 60 days.

Section 12.2 Notice of Insurance. The Association shall notify each mortgagee appearing in the book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 12.3 Notice of Meeting. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

### ARTICLE XIII AMENDMENTS

Section 13.1 Amendments. The Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in Article IX of the Master Deed of Island Hills.

Section 13.2 Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

Section 13.3 Vote Required. Except as expressly limited in Section 13.4 of these Bylaws, these Bylaws may be amended by the Association at any regular annual meeting, or a special meeting called for such purpose, by an affirmative vote of not less than sixty percent (60%) of all Co-owners present or represented at such meeting.

Section 13.4 Effective Date of Amendments. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located. Without the prior written approval of all institutional holders of first mortgage liens on any Unit in the Condominium, no amendment to these Bylaws shall become effective which substantially increases or decreases the benefits or obligations or materially affects the rights of any member of the Association or of any such holder of a first mortgage lien on any unit.

Section 13.5 Copies of Amendments. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XIV  
DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XV  
REMEDIES FOR DEFAULT

Section 15.1 Remedies. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b) If any proceeding arising because of an alleged default by any Co-owner is successful, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

(d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Section 7.4 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Section 7.4, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. The amount of such fines shall be as established by the Association.

Section 15.2 No Waiver. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such

right, provision, covenant or condition in the future.

Section 15.3 No Election of Rights. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude any party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

## ARTICLE XVI SEVERABILITY

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable

## ARTICLE XVII COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. Portions of these Bylaws are intended to comply with the requirements of Act 162 of the Public Acts of 1982, as amended, and Act 59 of the Public Acts of 1978, as amended. In case any of these Bylaws conflict with the provisions of the statute, the provisions of the statute shall be controlling.

# STILLHILL AND SONS

SITUATED IN THE SE 1/4 OF SECTION 29, AND IN THE NE 1/4, SE 1/4 AND THE SW 1/4 OF SEC. 32, ALL IN T 6 S, R 10 W, NOTTAWA TWP., ST. JOSEPH COUNTY, MI.

## SUPERVISOR

**WOSTROM & ASSOC., INC.**  
610 W. BURR OAK ST. (M-86)  
P.O. BOX 85  
CENTREVILLE, MI. 49032  
PH. (616) 467-6348

[illegible]

1999

ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 32, T 6 S., R 10 W., NOTTAMA TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

CONVERGING AT THE WEST 1/4 CORNER OF SAID SECTION 32, AS NOW SHOWN, AND  
THENCE NORTHEASTLY S60°23'30" E. 150.00 FEET, THE SECTION LINE IS RE-  
CEIVED TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THE QUADRANT BEARS  
FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THE QUADRANT BEARS  
THESE 160.00 FEET, 352.72 FEET, THENCE S07°15'47" W. 152.13 FEET;  
THENCE S12°50'20" W. 51.31 FEET, THENCE EASTERLY ALONG A 2 1/2 FOOT RADIUS  
CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 40.35 FEET AND A DELTA ANGLE  
OF 09°47'43" (CHORD = 47.01, 117°11'53" E. 30.00 FEET); THENCE N07°39'10" E. 103.84 FEET;  
FEET, THENCE S00°15'47" W. 158.76 FEET, THENCE N07°39'10" E. 103.84 FEET;  
THENCE S07°15'47" W. 120.00 FEET, THENCE S37°52'09" E. 403.04 FEET;  
THENCE S09°18'39" E. 224.80 FEET, THENCE S37°54'21" E. 113.23 FEET;  
THENCE S00°43'49" E. 381.01 FEET, THENCE S24°22'01" E. 187.04 FEET;  
THENCE S08°52'09" E. 392.71 FEET, THENCE S00°15'47" W. 158.00 FEET;  
THENCE S07°15'47" W. 35.00 FEET, THENCE S00°15'47" W. 158.00 FEET;  
AN ARC DISTANCE OF 41.12 FEET AND A DELTA ANGLE OF 09°47'43" (CHORD =  
46.15, 117°11'53" E. 30.00 FEET); THENCE N07°39'10" E. 65.00 FEET, THENCE  
N07°39'10" E. 42.43 FEET, THENCE N07°39'10" E. 65.00 FEET, THENCE  
NORTHEASTERLY ALONG A 30 FOOT RADIUS CURVE TO THE LEFT HAVING AN ARC DIS-  
TANCE OF 47.12 FEET AND A DELTA ANGLE OF 09°47'43" (CHORD = 46.15, 117°11'53"  
E. 30.00 FEET); THENCE N09°43'13" E. 121.76 FEET, THENCE NORTHEASTERLY ALONG A  
566 FOOT RADIUS CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 248.59 FEET AND  
A DELTA ANGLE OF 24°55'32" (CHORD = 167°14'57" W. 244.45 FEET); THENCE  
S00°15'47" W. 158.00 FEET, THENCE N07°39'10" E. 34.82 FEET, THENCE NORTHEASTERLY ALONG A  
500.50 FEET, THENCE N07°39'10" E. 42.43 FEET, THENCE N07°39'10" E. 65.00 FEET AND A  
FOOT RADIUS CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 134.65 FEET AND A  
DELTA ANGLE OF 22°41'28" (CHORD = 167°14'57" W. 244.45 FEET); THENCE  
S07°15'47" W. 22.41 FEET, THENCE S07°15'47" W. 158.00 FEET, THENCE  
N09°18'09" E. 200.35 FEET, THENCE N07°39'10" E. 500.00 FEET, THENCE  
N09°18'09" E. 200.35 FEET, THENCE N09°18'09" E. 44.34 FEET, THENCE  
N09°43'13" E. 93.11 FEET, THENCE N12°50'20" W. 245.81 FEET, THENCE  
NORTHEASTERLY ALONG A 170 FOOT RADIUS CURVE TO THE LEFT HAVING AN  
ARC DISTANCE OF 40.68 FEET AND A DELTA ANGLE OF 13°42'37" (CHORD =  
S07°25'20" W. 40.68 FEET); THENCE S12°50'20" W. 228.44 FEET, THENCE  
N09°43'13" E. 138.03 FEET, THENCE S07°23'30" W. 101.97 FEET, THENCE  
NORTHEASTERLY ALONG A 170 FOOT RADIUS CURVE TO THE RIGHT HAVING AN  
ARC DISTANCE OF 258.70 FEET AND A DELTA ANGLE OF 88°53'09" (CHORD =  
S07°23'30" W. 101.97 FEET); THENCE N07°39'10" E. 117.11 FEET, THENCE  
N09°18'09" E. 40.35 FEET AND A DELTA ANGLE OF 13°42'37" (CHORD =  
S07°25'20" W. 40.68 FEET); THENCE N09°36'22" W. 19.26 FEET, THENCE  
S07°23'30" W. 42.38 FEET, THENCE N09°36'22" W. 19.26 FEET, THENCE  
N07°23'30" W. 42.38 FEET, THENCE N09°36'22" W. 19.26 FEET, THENCE  
S07°23'30" W. 42.38 FEET, THENCE N09°36'22" W. 19.26 FEET, THENCE  
734.90 FEET TO THE POINT OF BEGINNING.

CHORD - 800'37.57' E 21.30 FEET; THENCE SOUTHEASTERLY ALONG A 330.22 FOOT RADIUS CURVE TO THE RIGHT, LONG RADIUS, HOLLOWAY HAVING AN ARC DISTANCE OF 18.66 FEET AND A DELTA ANGLE OF 10°09'49" (CHORD - 800'35.20'E 18.66 FEET); THENCE N45°23'40" E 22.70 FEET; THENCE S01°35'19"E 80.01 FEET; THENCE N05°13'10" E 540.37 FEET; THENCE N01°52'05"W 80.01 FEET; THENCE N00°07'57"E 87.27 FEET; THENCE N04°18'05"W 116.41 FEET; THENCE SOUTHEASTERLY ALONG A 206.50 FOOT RADIUS CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 66.64 FEET AND A DELTA ANGLE OF 13°27'46" (CHORD - 577'22'22"E 66.64 FEET); THENCE S79°04'10"E 92.44 FEET; THENCE SOUTHEASTERLY ALONG A 30 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN ARC DISTANCE OF 43.30 FEET AND A DELTA ANGLE OF 94°09'54" (CHORD - 531'59'10"E 43.30 FEET); TO THE POINT OF BEGINNING.

3

ALL THAT PART OF THE NORTHEAST FRACTIONAL 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32, T 6 S., R 10 W., MONTANA TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

[illegible]

**SURVEYOR'S CERTIFICATE**

I, WAYNE A. MOSTROM, LICENSED LAND SURVEYOR OF THE STATE OF MICHIGAN,  
HEREBY CERTIFY,

That the subdivision plan known as Indian Hills county condominium subdivision plan no. \_\_\_\_\_, as shown on the accompanying drawings, represents a survey on the ground made under my direction, that there are no existing encroachments upon the lands and the property herein described.

That the required monuments and iron markers have been located in the ground 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 the limits required by the rules promulgated 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 as promulgated under section 142 of Act No. 59 of the Public Acts of 1978.

Nov. 13, 1938

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



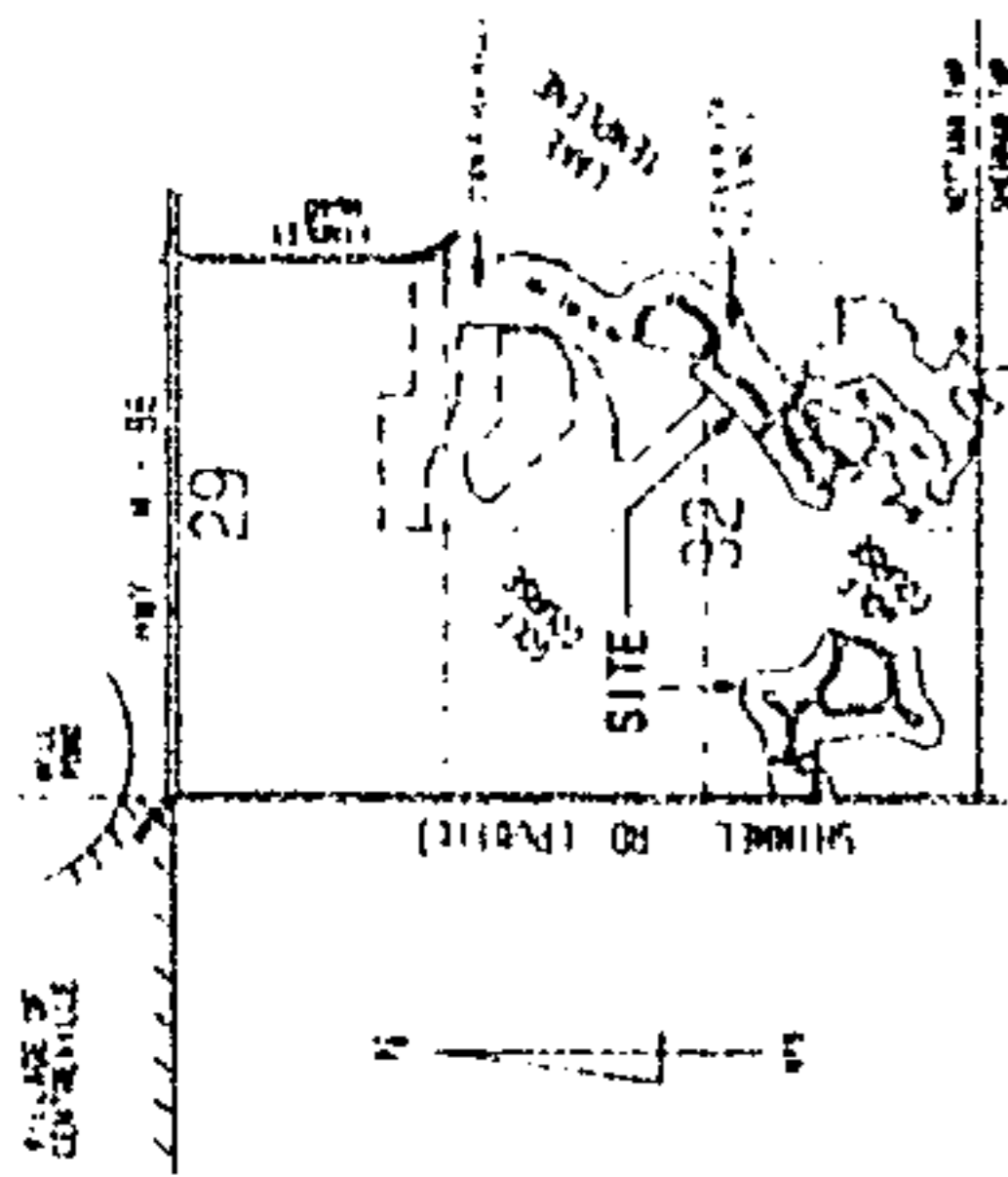
**INDEX SHEET**

- | 1. | COVER SHEET & PROPERTY DESCRIPTION        |
|----|---|
| 2. | SURVEY PLAN (NORTH PORTION)               |
| 3. | SURVEY PLAN (SOUTH PORTION)               |
| 4. | SITE PLAN, UTILITY PLAN & FLOODPLAIN PLAN |
| 5. | SITE PLAN, UTILITY PLAN & FLOODPLAIN PLAN |
| 6. | DETAILS OF STORM DRAINAGE EASEMENTS       |

SURVEY PLAN

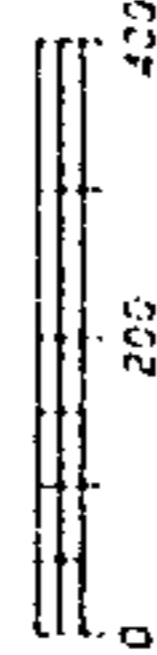
ISLAND HILLS

LOCATION PLAN



NOTED

SCALE 1" = 150 FEET



LIRER 868 PAGE 393

SHEET 2 OF 5

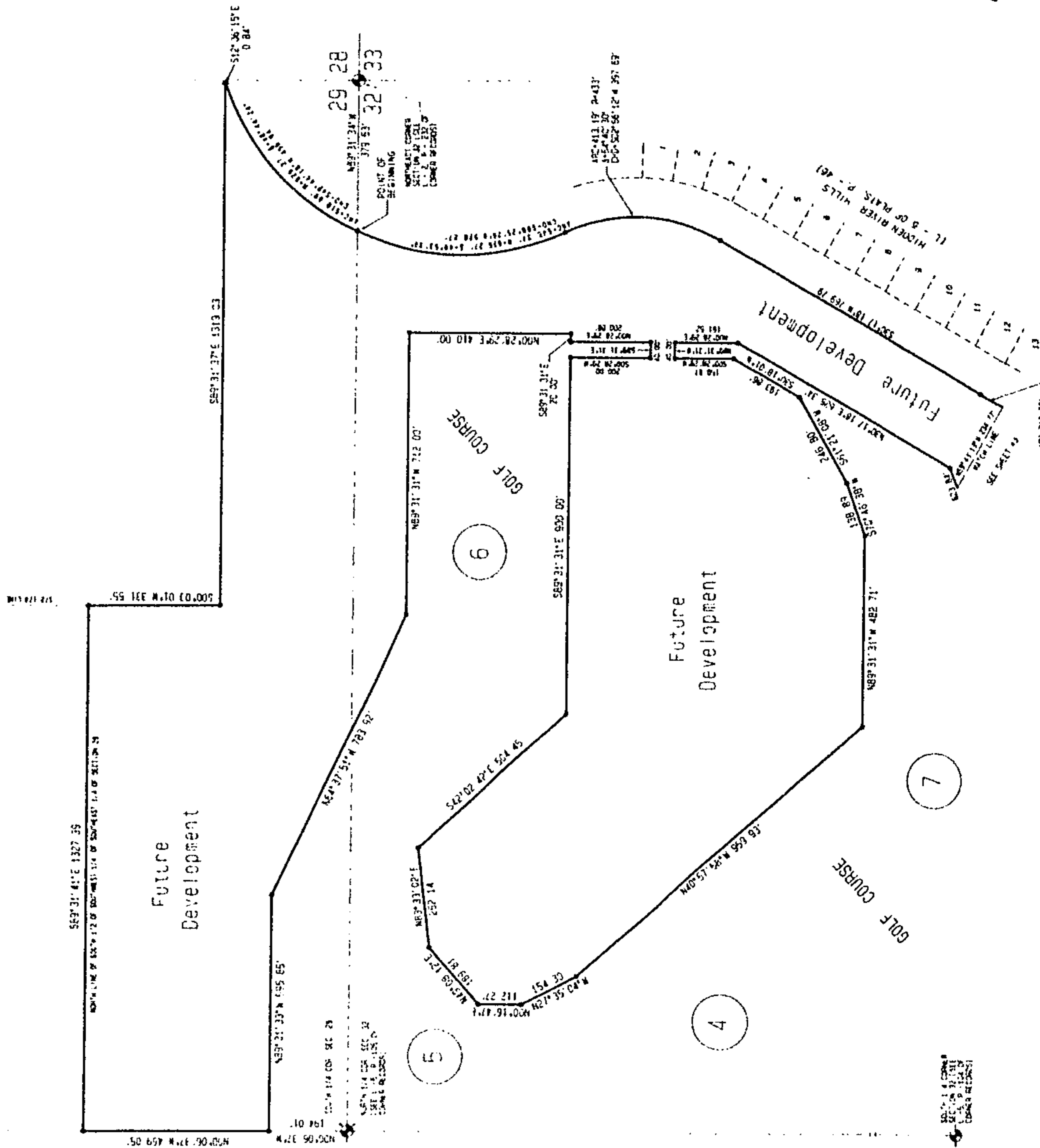
- NOTES
1. ALL MEASUREMENTS BASED ON STATE PLANE CO-ORDINATE SYSTEM, SOUTH ZONE
  2. COORDINATE SYSTEM IS ASSUMED AND BASED ON THE
  3. NO PART OF THAT PORTION OF THE PLANNED TRAIL SHOWN ON THIS SHEET WHICH IS NOT SHOWN ON THE PLANNED TRAIL OF A PREVIOUS EDITION
  4. BENCH MARK
  5. ALL 1/2" STEEL AND 3/4" IRON LAMPS PLACED IN LOCATIONS 4" IN DIAMETER HAS BEEN SET AT ALL POINTS MARKED 1/4" IN

DEPTHS - MEAS. IN 1/2" COARSE

7

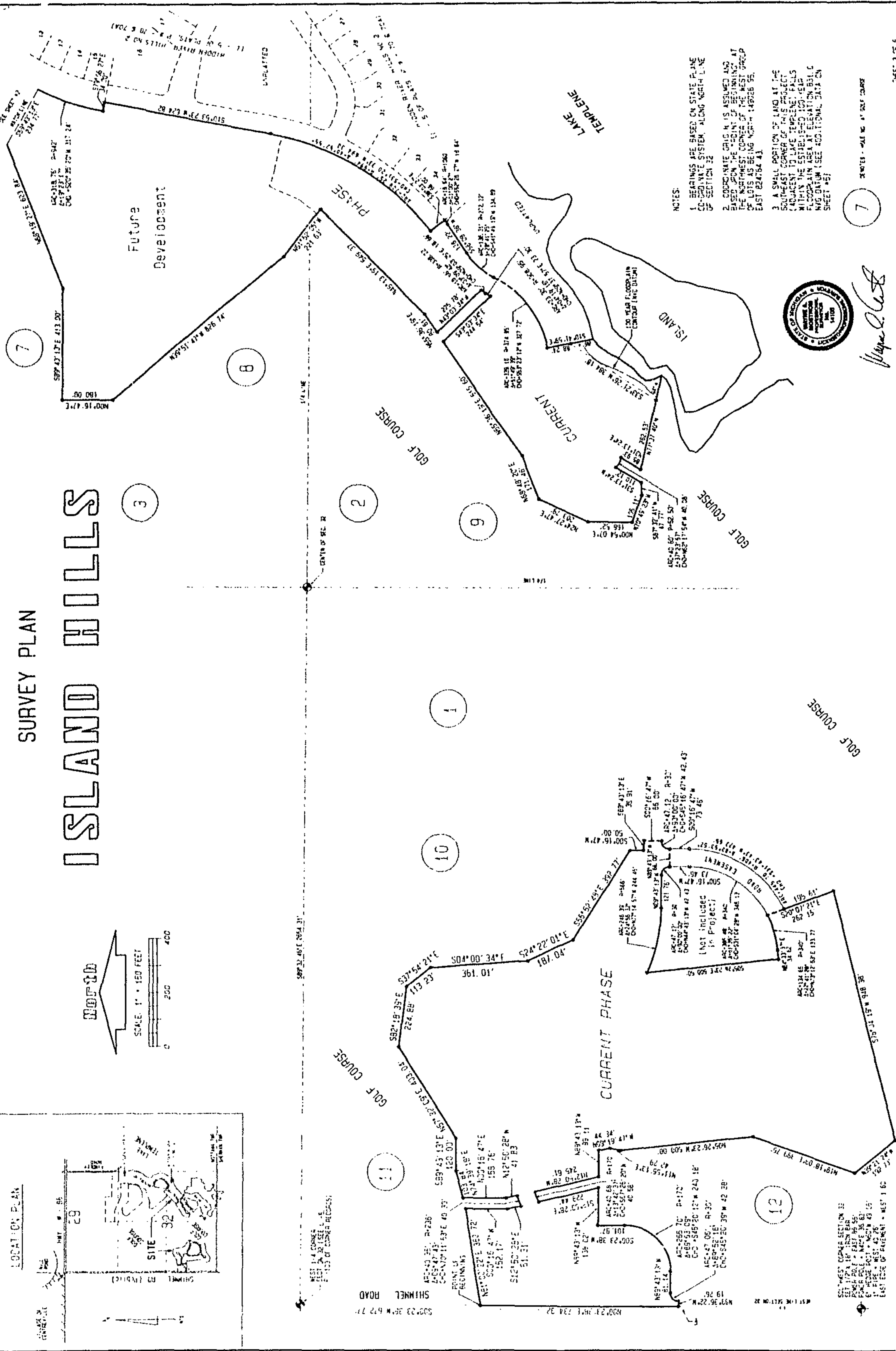
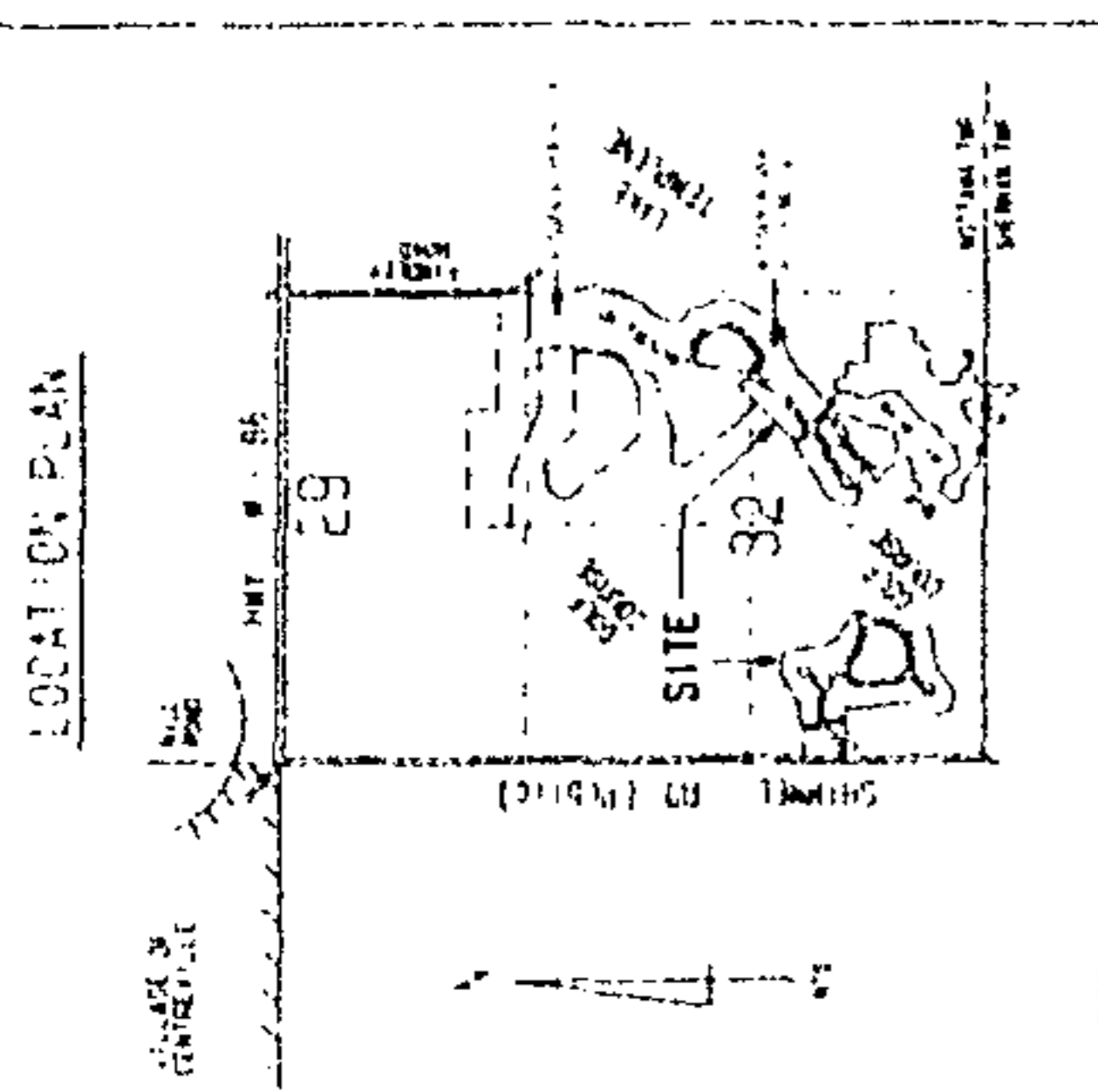
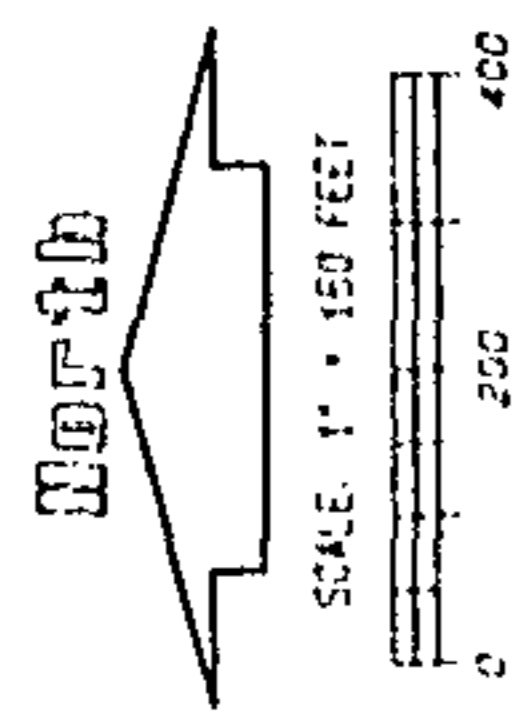


*Walter C. Lee*



SURVEY PLAN

ISLAND HILLS



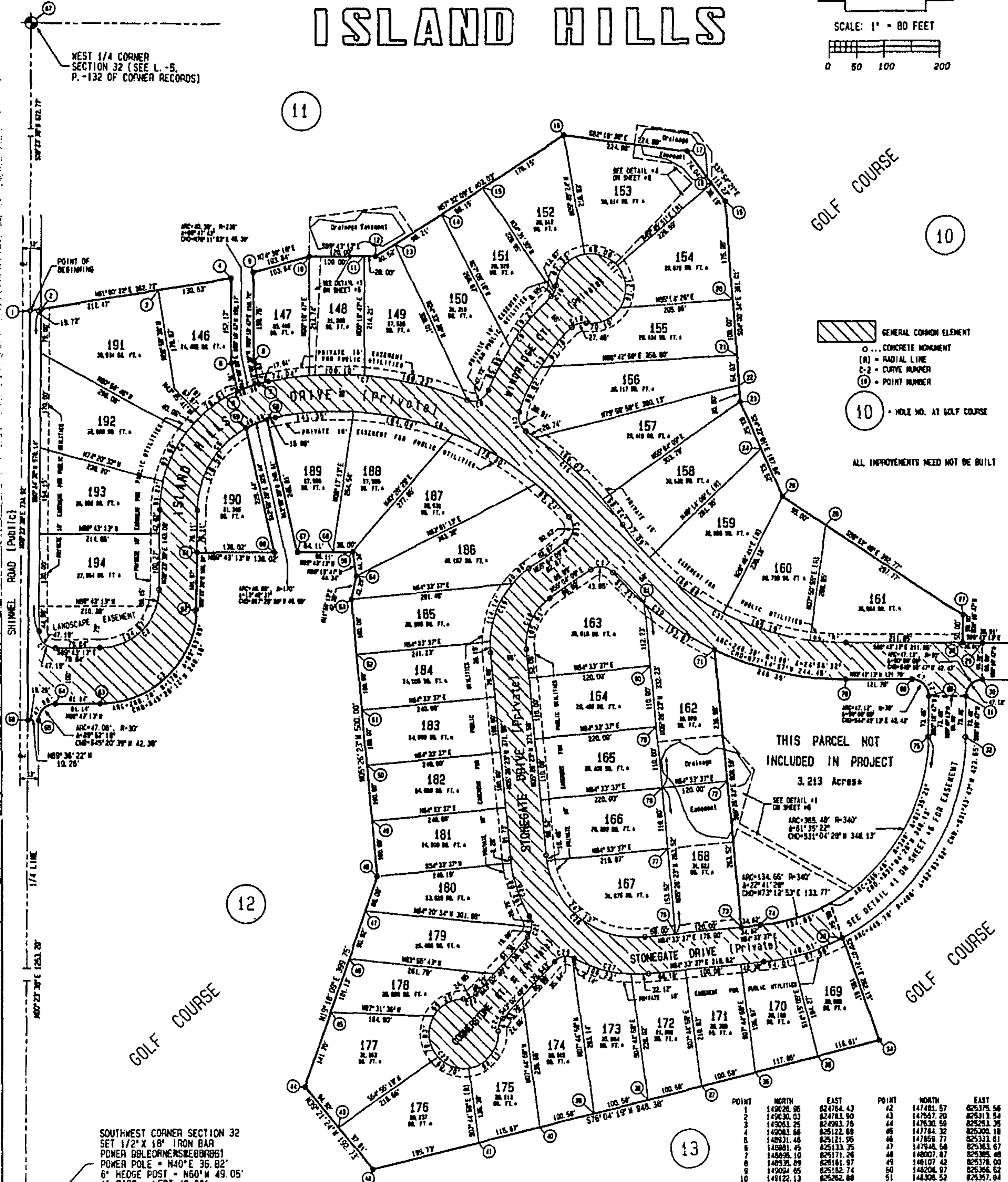
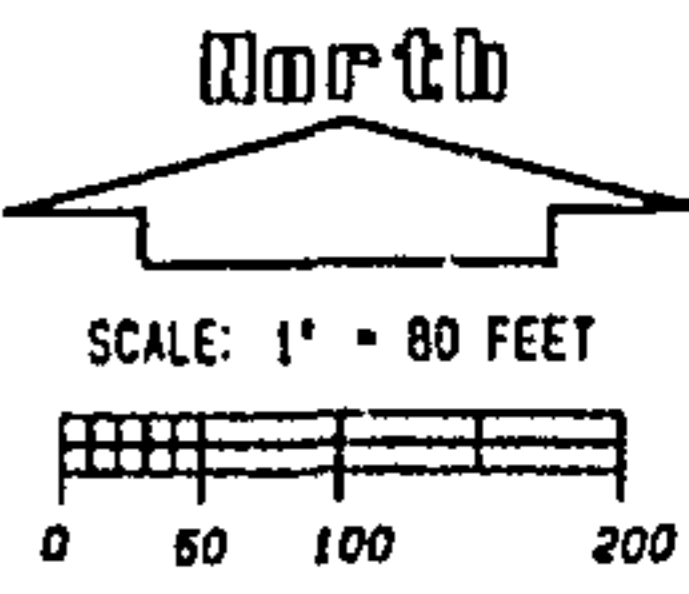
- NOTES:
1. BEARINGS ARE BASED ON STATE PLANE CO-ORDINATE SYSTEM, ALONG NORTH LINE OF SECTION 32
  2. COORDINATE ORIG. M. IS ASSUMED AND BASED UPON THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE WEST GROUP OF LOTS AS BEING NORTH 148028.55, EAST 824764.43
  3. A SMALL PORTION OF LAND AT THE SOUTHEAST CORNER OF THIS PROJECT (ADJACENT TO LAKE TEMPLENE) FALLS WITHIN THE ESTABLISHED 100-YEAR FLOODPLAIN AREA AT ELEVATION 831.0 HIG DATUM (SEE ADDITIONAL DATA ON SHEET #5)



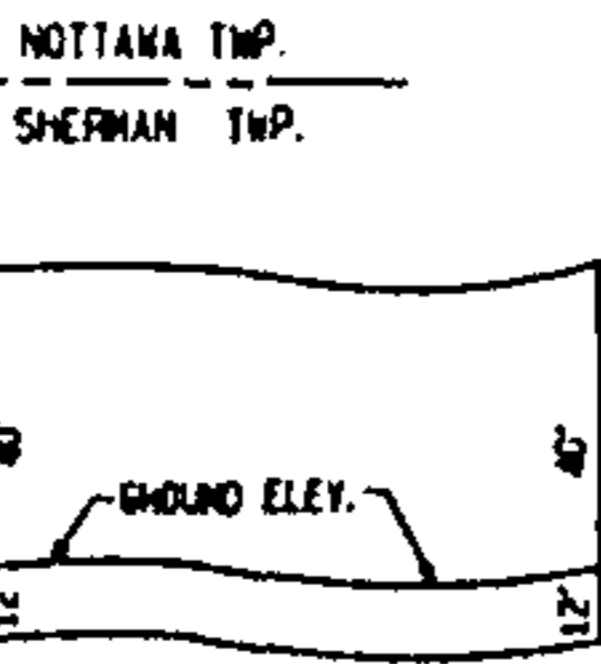
*Wayne A. Galt*

7

SITE, UTILITY & FLOODPLAIN PLAN  
ISLAND HILLS



SOUTHWEST CORNER SECTION 32  
SET 1/2" X 18" IRON BAR  
POWER BBLEORNSWEEBBS  
POWER POLE - N40°E 36.82'  
6" HEDGE POST - N60°W 49.05'  
1" PIPE - WEST 40.26'  
EAST EDGE OF PAVEMENT - WEST 1.60'



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

UNIT CROSS SECTION  
NO SCALE

Curve	Radius	Delta	Length	Tangent	Chord/Br
C1	30.00	90.00	47.12	31.07	42.47
C2	100.00	90.00	154.70	104.70	140.54
C3	170.00	90.00	268.70	189.00	240.10
C4	230.00	90.00	328.31	234.47	300.18
C5	300.00	90.00	398.44	284.00	360.22
C6	370.00	90.00	468.57	333.67	420.26
C7	440.00	90.00	538.70	383.34	480.30
C8	510.00	90.00	608.83	433.01	540.34
C9	580.00	90.00	678.96	482.68	600.38
C10	650.00	90.00	749.09	532.35	660.42
C11	720.00	90.00	819.22	582.02	720.46
C12	790.00	90.00	889.35	631.69	780.50
C13	860.00	90.00	959.48	681.36	840.54
C14	930.00	90.00	1029.61	731.03	900.58
C15	1000.00	90.00	1099.74	780.70	960.62
C16	1070.00	90.00	1169.87	830.37	1020.66
C17	1140.00	90.00	1239.99	880.04	1080.70
C18	1210.00	90.00	1310.12	929.71	1140.74
C19	1280.00	90.00	1380.25	979.38	1200.78
C20	1350.00	90.00	1450.38	1029.05	1260.82
C21	1420.00	90.00	1520.51	1078.72	1320.86
C22	1490.00	90.00	1590.64	1128.39	1380.90
C23	1560.00	90.00	1660.77	1178.06	1440.94
C24	1630.00	90.00	1730.90	1227.73	1500.98
C25	1700.00	90.00	1801.03	1277.40	1561.02
C26	1770.00	90.00	1871.16	1327.07	1621.06
C27	1840.00	90.00	1941.29	1376.74	1681.10
C28	1910.00	90.00	2011.42	1426.41	1741.14
C29	1980.00	90.00	2081.55	1476.08	1801.18
C30	2050.00	90.00	2151.68	1525.75	1861.22
C31	2120.00	90.00	2221.81	1575.42	1921.26
C32	2190.00	90.00	2291.94	1625.09	1981.30
C33	2260.00	90.00	2362.07	1674.76	2041.34
C34	2330.00	90.00	2432.20	1724.43	2101.38
C35	2400.00	90.00	2502.33	1774.10	2161.42
C36	2470.00	90.00	2572.46	1823.77	2221.46
C37	2540.00	90.00	2642.59	1873.44	2281.50
C38	2610.00	90.00	2712.72	1923.11	2341.54
C39	2680.00	90.00	2782.85	1972.78	2401.58
C40	2750.00	90.00	2852.98	2022.45	2461.62
C41	2820.00	90.00	2923.11	2072.12	2521.66

13

GOLF COURSE

GOLF COURSE

THIS PARCEL NOT  
INCLUDED IN PROJECT  
3.213 ACROSS

10 - HOLE NO. AT GOLF COURSE

ALL IMPROVEMENTS NEED NOT BE BUILT

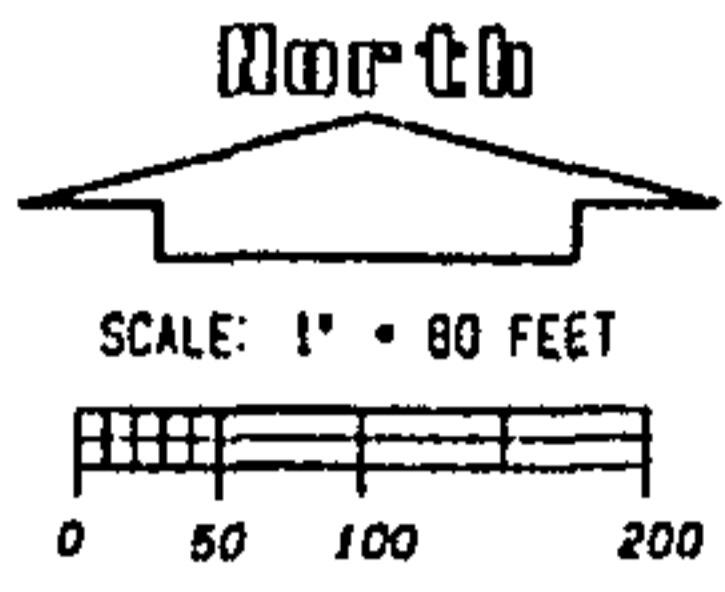
- GENERAL COMMON ELEMENT
- CONCRETE MONUMENT
- RADIAL LINE
- CURVE NUMBER
- POINT NUMBER



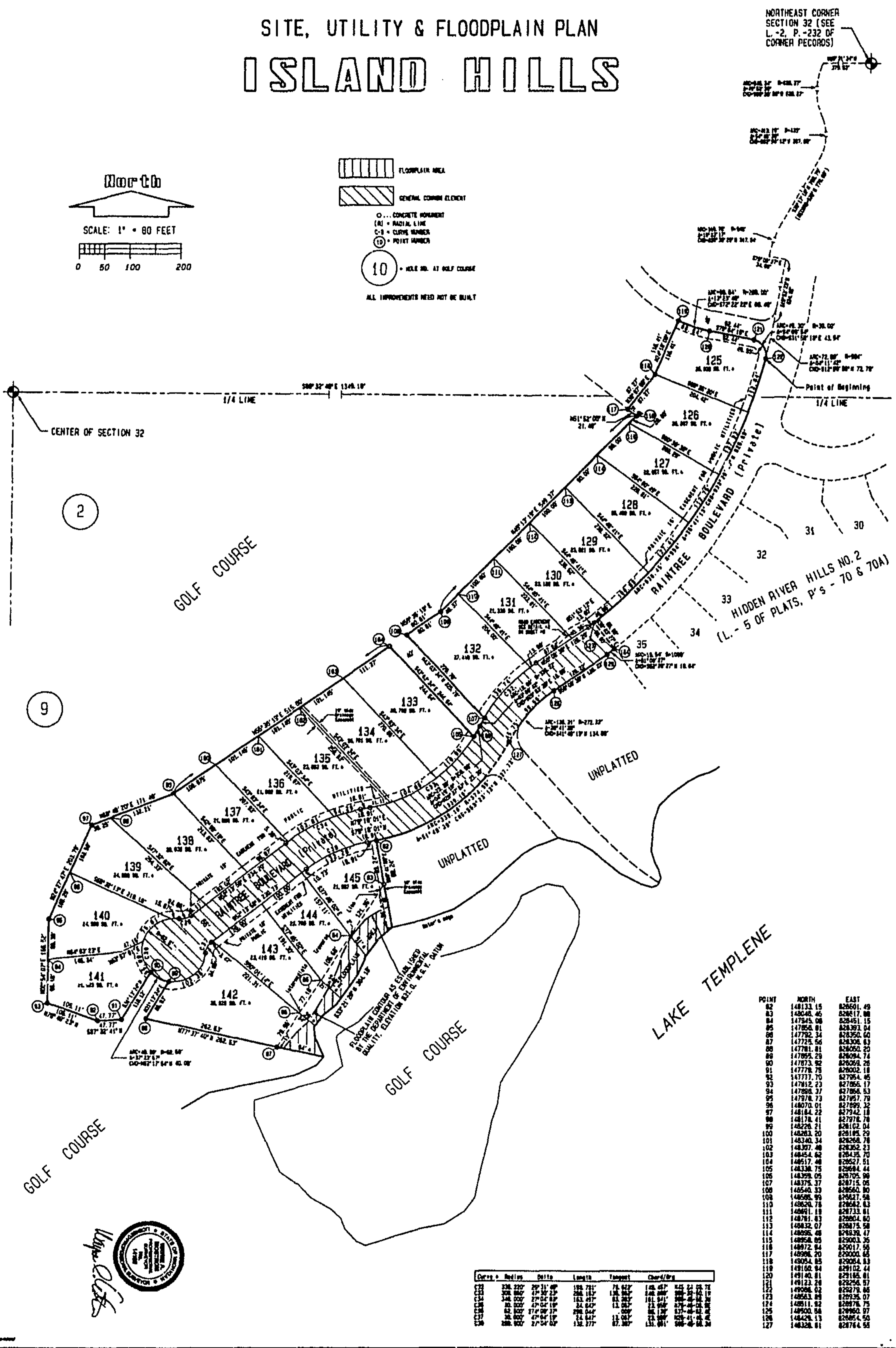
NOTTAMA TWP.  
SHEPHERD TWP.

# SITE, UTILITY & FLOODPLAIN PLAN ISLAND HILLS

NORTHEAST CORNER  
SECTION 32 (SEE  
L. -2, P. -232 OF  
CORNER RECORDS)



- FLOODPLAIN AREA
  - GENERAL COMMON ELEMENT
  - CONCRETE MONUMENT
  - RADIAL LINE
  - CURVE NUMBER
  - POINT NUMBER
  - HOLE NO. AT GOLF COURSE
- ALL IMPROVEMENTS NEED NOT BE BUILT



HIDDEN RIVER HILLS NO. 2  
(L. - 5 OF PLATS, P's - 70 & 70A)

POINT	NORTH	EAST
82	148133.15	828601.49
83	148040.46	828617.08
84	147945.08	828451.15
85	147850.01	828393.04
86	147792.34	828350.60
87	147725.56	828306.83
88	147781.81	828250.20
89	147895.29	828094.74
90	147873.32	828059.26
91	147779.78	828002.18
92	147777.70	827954.45
93	147812.23	827865.17
94	147890.37	827856.53
95	147970.73	827895.79
96	148070.01	827899.32
97	148184.22	827942.18
98	148178.41	827979.78
99	148226.21	828102.04
100	148283.20	828185.29
101	148340.34	828260.78
102	148397.48	828352.23
103	148454.62	828435.70
104	148517.48	828527.51
105	148538.75	828584.44
106	148598.05	828705.98
107	148575.37	828715.05
108	148540.33	828662.80
109	148586.99	828627.58
110	148620.78	828642.83
111	148691.18	828733.81
112	148781.83	828804.80
113	148832.07	828875.58
114	148895.08	828939.17
115	148958.05	829003.35
116	148972.54	829017.55
117	148996.70	829000.45
118	149054.85	829064.83
119	149100.94	829102.44
120	149140.81	829185.81
121	149123.28	829256.57
122	149098.02	829279.85
123	149053.89	829293.07
124	148911.92	829287.75
125	148900.58	829260.37
126	148826.13	829285.40
127	148828.81	829276.45

Curve	Radius	Delta	Length	Tangent	Chord/Bis
123	336.230'	29° 31' 49"	195.791'	74.627'	148.457'
124	308.000'	17° 30' 23"	186.117'	68.867'	140.860'
125	348.000'	27° 04' 19"	183.497'	83.203'	161.841'
126	30.000'	27° 04' 19"	34.847'	13.287'	23.950'
127	60.000'	27° 04' 19"	79.694'	24.617'	58.170'
128	380.000'	27° 04' 19"	132.777'	47.307'	113.081'



5/15/85

EASEMENT DETAILS

ISLAND HILLS

ISLAND HILLS DRIVE (Private)

THIS PARCEL NOT  
INCLUDED IN PROJECT -  
3.213 ACRES -  
(GOLF COURSE  
MAINTENANCE BUILDING)

MAINTENANCE BUILDING

132

RAINTREE BOULEVARD

(Private)

DETAIL #2  
1" = 30'

STONEGATE DRIVE (Private)

DETAIL #1  
1" = 50'

GOLF COURSE

ISLAND HILLS DRIVE (Private)

DETAIL #3  
1" = 50'

WINDRIDGE CT. (Private)

DETAIL #4  
1" = 50'

