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January 05, 2006 03:56:18 PM  
Liber 1350 Page 320-387 \$215.00  
Receipt # 16640 D15 #2006021719



Liber 1350 Page 320

SBC. 135 ACT 206, 1893, as Amended - Sec. C.L. 1929) Date Jan 5, 2006  
I hereby certify that there are no tax liens of titles held by the state on the lands  
Described below, and that there are No tax liens or titles held by individuals  
on said lands for five years proceeding 1 day Jan 2006 and that the  
taxes for said period of five years are paid.  
This certificate does not apply to taxes if any now in process of collection by  
township, city or Village collecting officers.  
ST. Joseph County Treasurer Mary Sue Lopez

**ISLAND HILLS PHASE II CONDOMINIUM,  
a Site Condominium**

**MASTER DEED**

(Act 59, Public Act of 1978, as amended)

75-012-032-001-01 75-012-032-197-00 75-012-032-001-96  
75-012-032-001-48 75-012-032-001-67 75-012-032-001-94  
75-012-032-001-87 (Correct) 75-012-032-001-001-93  
75-012-032-001-78 75-012-032-001-62 75-012-032-001-92  
75-012-032-001-76 75-012-032-001-97

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This Master Deed is made and executed on this 3<sup>rd</sup> of January, 2006, by Pheasant Ridge Development Company, Inc., a Michigan corporation, hereinafter referred to as the "Developer," whose address is 54560 County Road 17, Elkhart, Indiana 46516, pursuant to the provisions of the Michigan Condominium Act, as amended (the "Act").

#### RECITALS:

A. The Developer desires by recording this Master Deed together with the Condominium Bylaws attached hereto as **Exhibit A**, and together with the Condominium Subdivision Plan attached hereto as **Exhibit B** (both of which are hereby incorporated by reference and made a part hereof) 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, which provisions shall be incorporated into this Master Deed and, where applicable, shall control all rights of all Co-Owners and occupants of the Condominium.

B. The Developer, by executing and recording this Master Deed, establishes the Island Hills Phase II Condominium as a condominium under the Act and declares that the Island Hills Phase II Condominium (sometimes hereinafter referred to as the "Condominium") 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, and 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 successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

#### ARTICLE I

##### TITLE AND NATURE

The Condominium is a 50-unit site condominium which shall be known as the Island Hills Phase II Condominium (sometimes "Condominium Project" or "Condominium"). The engineering and architectural plans and specifications for the Condominium shall be filed with the Township of Nottawa, County of St. Joseph, and State of Michigan. The Units contained in the Condominium, including the number, boundaries, dimensions, and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as **Exhibit B** hereto. Each individual Unit has been created as a building site for single family residential use and each Unit is capable of individual utilization on account of having its own access to the Common Elements of the Condominium. Each Co-Owner in the Condominium shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share the General Common Elements, as designated by the Master Deed, with other Co-Owners of the Condominium.



All of the provisions, covenants, conditions, restrictions, uses, limitations, and obligations set forth in this Master Deed, including **Exhibit A** and **Exhibit B** attached to this Master Deed, shall run with the land included in the Condominium Project and shall benefit the Developer, its successors and assigns, and all persons inquiring or owning an interest in the Condominium Project, or in the real property dedicated to the Condominium Project, and their grantees, successors, assigns, heirs, and personal representatives.

Notwithstanding anything in this Master Deed to the contrary, or any of the other Condominium Documents to the contrary, if any provisions of the Master Deed or other Condominium Documents are contradicted or amended by the Act, then the Act shall prevail. None of the Condominium Documents are intended to contravene the Act, but Developer encourages each potential Co-Owner to hire an attorney to review all of the Condominium Documents and the Act to see if any such contradictions exist.

## ARTICLE II

### LEGAL DESCRIPTION

The land which is submitted to the Condominium established by this Master Deed is described as follows:

Premises located in the Township of Nottawa, St. Joseph County, Michigan, described as follows:

#### **Condominium Description:**

All that part of the Northeast  $\frac{1}{4}$  of Section 32, Town 6 South, Range 10 West, Nottawa Township, St. Joseph County, Michigan, described as follows:

Commencing at the Northeast corner of said Section 32 and running thence North  $89^{\circ}31'34''$  West, along the section line as monumented, 379.53 feet; thence Southerly, along the Westerly line of Raintree Boulevard, along a 626.27 foot radius curve to the left, having a delta angle of  $41^{\circ}15'09''$  and an arc length of 450.91 feet (Chord = South  $04^{\circ}44'31''$  West 441.23 feet) to the point of beginning of this description; thence Southerly, along said Raintree Boulevard, along the following three courses: thence Southerly, along a 626.27 foot radius curve to the left, having a delta angle of  $08^{\circ}38'21''$  and an arc length of 94.43 feet (Chord = South  $20^{\circ}12'14''$  East 94.34 feet); thence Southerly, along a 433.00 foot radius curve to the right, having a delta angle of  $54^{\circ}40'30''$  and an arc length of 413.19 feet (Chord = South  $02^{\circ}56'12''$  West 397.69 feet); thence South  $30^{\circ}17'18''$  West 736.56 feet; thence North  $59^{\circ}43'13''$  West 200.00 feet; thence North  $30^{\circ}17'18''$  East 566.74 feet; thence North  $00^{\circ}28'29''$  East 161.52 feet; thence North  $89^{\circ}31'31''$  West, along the South right-of-way line of proposed Brookstone Drive, 40.00 feet; thence South  $00^{\circ}28'29''$  West 150.87 feet;

thence South 30°18'01" West 193.86 feet; thence South 61°21'08" West 246.80 feet; thence South 70°46'38" West 138.89 feet; thence North 89°31'31" West 482.71 feet; thence North 40°57'58" West 203.15 feet; thence North 49°02'02" East 202.70 feet; thence Northwesterly, along the Westerly right-of-way line of proposed Hidden River Drive, along a 346.00 foot radius curve to the right, having a delta angle of 07°10'04" and an arc length of 43.29 feet (Chord = North 44°32'44" West 43.26 feet); thence North 40°57'58" West, along said proposed Hidden River Drive, 56.48 feet; thence South 49°02'02" West 200.00 feet; thence North 40°57'58" West 404.11 feet; thence North 50°22'44" East 200.07 feet; thence Northwesterly, along the Westerly right-of-way line of Hidden River Drive, along a 933.00 foot radius curve to the right, having a delta angle of 05°47'10" and an arc length of 94.22 feet (Chord = North 37°46'26" West 94.18 feet); thence South 59°23'49" West 208.66 feet; thence North 40°57'58" West 126.15 feet; thence North 27°35'04" West 154.30 feet; thence North 00°16'47" East 112.27 feet; thence North 49°08'12" East 189.81 feet; thence North 83°33'02" East 252.14 feet; thence South 42°02'42" East 504.45 feet; thence South 89°31'31" East 900.00 feet; thence South 00°28'29" West 200.00 feet; thence South 89°31'31" East, along the North right-of-way line of Brookstone Drive, 40.00 feet; thence North 00°28'29" East 200.00 feet; thence South 89°31'31" East 20.00 feet; thence North 00°28'29" East 106.00 feet; thence South 89°31'31" East 221.74 feet to the point of beginning.

**Excepting therefrom:**

Commencing at the North ¼ corner of said Section 32 and running thence South 00°19'27" West, along the North-South ¼ line, 330.80 feet; thence South 89°40'33" East, at right angles to said ¼ line, 322.35 feet; thence North 49°08'12" East 189.81 feet; thence North 83°33'02" East 252.14 feet; thence South 42°02'42" East 504.45 feet; thence South 89°31'31" East 285.54 feet; thence South 00°28'29" West 266.00 feet to the point of beginning of this exception; thence South 89°31'31" East, along the South line of Brookstone Drive, 100.00 feet; thence South 00°28'29" West 220.00 feet; thence North 89°31'31" West, along the North line of Hidden River Drive, 100.00 feet, thence North 00°28'29" East 220.00 feet to the point of beginning.

This parcel contains 29.816 acres, more or less.

**Area of Future Development Description (Need Not Be Built):**

**North Area:**

All that part of the Southeast ¼ of Section 29 and the Northeast ¼ of Section 32 and the Southeast ¼ of Section 32, Town 6 South, Range 10 West, Nottawa Township, St. Joseph County, Michigan, described as follows:

Commencing at the Northeast Corner of Section 32 and running thence North 89°31'34" West, along the section line as monumented, 379.53 feet to the West line of Raintree Boulevard, which is the



point of beginning of this description; the boundary runs thence Southerly, along said Boulevard, along a 626.27 foot radius curve to the left, an arc distance of 450.91 feet (Chord = South 04°44'31" West 441.23 feet) to the Northeast corner of proposed Unit 48 of the current phase of "Island Hills Phase II;" thence North 89°31'31" West 221.74 feet to the Northwest corner of said Unit 48; thence North 00°28'29" East 304.00 feet; thence North 89°31'31" West 712.00 feet; thence North 64°37'51" West 783.92 feet; thence North 89°31'33" West 595.85 feet; thence North 00°06'37" West, along the North-South ¼ line of Section 29, a distance of 469.05 feet; thence South 89°31'41" East, along the North line of the South ½ of the Southwest ¼ of the Southeast ¼ of Section 29, a distance of 1327.39 feet; thence South 00°03'01" West, along the East line of the South ½ of the Southwest ¼ of the Southeast ¼ of Section 29, a distance of 331.55 feet; thence South 89°31'37" East 1319.03 feet to the West line of Findley Road; thence South 12°06'15" East, along the West line of Findley Road, 0.84 feet to the West line of Raintree Boulevard; thence Southwesterly, along the West line of Raintree Boulevard, along a 626.27 foot radius curve to the left, an arc distance of 510.89 feet (Chord = South 48°44'18" West 496.84 feet) to the point of beginning.

**South Area:**

Also: Commencing at the Northeast corner of Section 32 and running thence North 89°31'34" West, along the section line as monumented, 379.53 feet to the West line of Raintree Boulevard; thence Southwesterly and Southeasterly, along said West line, along a 626.27 foot radius curve to the left, an arc distance of 545.34 feet (Chord = South 00°25'21" West 528.27 feet); thence Southeasterly and Southwesterly, along said boulevard, along a 433.00 foot radius curve to the right, an arc distance of 413.19 feet (Chord = South 02°56'12" West 397.69 feet); thence South 30°17'18" West, along said Boulevard, 736.56 feet to the Southerly most corner of proposed Unit 97 of the current phase of "Island Hills Phase II," which is the point of beginning of this description; the boundary runs thence along the West line of Raintree Boulevard, along the following 5 courses: South 30°17'18" West 33.05 feet, Southwesterly, along a 942.00 foot radius curve to the left, an arc distance of 318.95 feet (Chord = South 20°35'40" West 317.42 feet), South 79°06'27" East 34.00 feet, South 10°53'23" West 624.82 feet, Southwesterly, along a 994.00 foot radius curve to the right, an arc distance of 72.78 feet (Chord = South 12°59'56" West 72.76 feet) to the Northeast corner of Unit 125 of "Island Hills" (St. Joseph County Condominium Subdivision No. 5) as recorded in Liber 868, Page 357; thence along the North line of said Unit 125 of "Island Hills," along the following 3 courses: Northwesterly, along a 30.00 foot radius curve to the left, an arc distance of 49.30 feet (Chord = North 31°59'18" West 43.94 feet), North 79°04'15" West 92.44 feet, Northwesterly, along a 285.00 foot radius curve to the right, an arc distance of 66.64 feet (Chord = North 72°22'22" West 66.48 feet) to the Northwest corner of said Unit 125 of "Island Hills;" thence South 24°18'08" West 116.41 feet to the Northwest corner of Unit 126 of "Island Hills;" thence South 38°07'55" West 87.27 feet to the Westerly most corner of said Unit 126 of "Island Hills;" thence North 51°52'05" West 200.15 feet; thence North 39°51'47" West 826.75 feet; thence North 00°16'47" East 180.00 feet; thence South 89°43'13" East 413.00 feet; thence North 68°19'27" East 623.85 feet; thence North 30°17'18"

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East 58.60 feet to the Southwest corner of proposed Unit 97 of the current phase of "Island Hills Phase II;" thence South 59°43'13" East 200.00 feet to the point of beginning.

Together with and subject to all easements and restrictions of record, as shown on the Condominium Subdivision Plan attached hereto as **Exhibit B**, and all governmental limitations or as declared and reserved herein.

### ARTICLE III

#### DEFINITIONS

Certain terms are utilized not only in this Master Deed and **Exhibit A and Exhibit B** hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, combined Condominium Bylaws and Association Bylaws of the Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the 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. "Administrator" shall mean the Michigan Department of Consumer and Industry Services, or its successor, which is responsible for the administration of the Act.

C. "Association" shall mean the Island Hills Phase II Condominium Association, a 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 to 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.

D. "Board" shall mean the Board of Directors of the Association.

E. "Bylaws" mean the combined Bylaws governing the Condominium and the Association. Sometimes these Bylaws, which are attached as **Exhibit A** to this Master Deed, may be referred to as "Condominium Bylaws," but the same also govern the activity and rights of the Condominium Association.

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



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G. "Condominium" means the Island Hills Phase II Condominium as an approved condominium established in conformity with the provisions of the Act.

H. "Condominium Documents" means and includes this Master Deed and **Exhibits A** and **B** hereto (i.e., the Condominium Bylaws and Condominium Subdivision Plan, respectively), the Articles of Incorporation, the Restrictions (**Exhibit 1** to the Condominium Bylaws), and any other documents or instruments which pertain to the establishment of the Condominium.

I. "Condominium Premises" means and includes the land described in Article II of this Master Deed, and all easements, rights, and appurtenances belonging to the Condominium.

J. "Condominium Subdivision Plan" means **Exhibit B** hereto.

K. "Co-Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, who or which owns legal or equitable title to a Unit in the Condominium. The term "Co-Owner" shall include a land contract vendee. The term "Owner," wherever used, shall be synonymous with the term "Co-Owner".

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

M. "Percentage of Value" means the percentage assigned to each Condominium Unit in Article V of this Master Deed. The Percentage of Value of all Units shall total one hundred (100%) percent.

N. "Transitional Control Date" means the date on which a Board for the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

O. "Unit or Units" means each Unit in the Condominium as described in this paragraph with reference to the Condominium Subdivision Plan of Island Hills Phase II Condominium, attached hereto as **Exhibit B**. Each Unit shall consist of all that space within the Unit boundaries as shown on **Exhibit B** hereto, together with all appurtenances therein.

Terms not defined in this Master Deed, but defined in the Act, shall carry the meanings given to them in the Act unless the context clearly indicates to the contrary. 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.

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**ARTICLE IV****COMMON ELEMENTS**

The Common Elements of the Condominium Project described in **Exhibit B** attached to this Master Deed and the respective responsibilities for maintenance, decoration, repair, restoration, renovation, or replacement thereof are as follows:

A. General Common Elements. The General Common Elements and the responsibility for maintenance, repair, and replacement are as follows:

1. Roads and Public Areas. All of the roads, boulevards, structures, and all other areas designated as General Common Elements on **Exhibit B**. All of the roads within the Condominium shall be private roads unless amended as set forth herein.

2. Electrical. The electrical improvements, wiring, appurtenances, and network (the "Electrical Network") installed throughout the Project up to the boundaries of the Unit.

3. Exterior Lighting. The exterior lighting system throughout the Project, including all electrical transmission lines, lighting fixtures, and related equipment, and whether or not located within a Unit.

4. Telephone. The telephone improvements, wiring, appurtenances, and network (the "Telephone Network") installed throughout the Project up to the boundaries of the Unit.

5. Gas. The gas delivery improvements, appurtenances, and network (the "Gas Network") located throughout the Project up to the boundaries of the Unit.

6. Storm Sewer. The storm drainage system throughout the Project, whether or not located within a Unit.

7. Signs. Project signs, if any, located on the Condominium.

8. Cable Television/Broadband. The cable television, broadband, and/or internet transmission system (the "Cable Network"), if any, located throughout the Project, up to the boundaries of the Unit.

9. Other. Such other Common Elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

10. Maintenance and Repair of General Common Elements. The responsibility for maintenance, repair, and replacement of any and all General Common Elements shall be the responsibility of the Association, unless the need for maintenance, repair, or replacement is due to the act or neglect of a Co-owner or its agents, guests, or invitees, in which case such Co-owner shall be wholly responsible. In addition to the foregoing, any common expenses incurred by the Association which are associated with the maintenance, repair, renovation, restoration, or replacement of a Limited Common Element shall be specially assessed against the Condominium Unit to which that Common Element was assigned at the time the expenses were incurred. If the Limited Common Element involved was assigned to more than one (1) Condominium Unit, the expenses shall be specially assessed against each of the Units in a percentage relative to the percentage of value for each affected Unit.

11. Municipal Utilities. Some or all of the utility lines, systems (including mains and service leads), and equipment and the telecommunications system may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems, and equipment and the telecommunications system shall be General Common Elements only to the extent of the Co-Owner's interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. Limited Common Elements. The Limited Common Elements and the responsibility for maintenance, repair and replacement are as follows:

1. Utilities. The Electrical Network, Telephone Network, Gas Network, and Cable Network located within the Unit boundaries (including in the residences) shall be Limited Common Elements, except for the portion of the utilities, if any, which are located within the utility easement areas located on some or all Units, in which case that portion within the easement area shall be a General Common Element or repaired by the utility company.

2. Miscellaneous. All other areas shown as Limited Common Elements on **Exhibit B**, or those other Common Elements which are undefined herein, but which are intended to serve a particular Unit, or Units, and not designed for common use or necessary to the existence, upkeep and safety of the Project. If there are any questions about whether an item is a General Common Element or Limited Common Element, the Developer or Association shall decide the same.

3. Maintenance and Repair of Limited Common Elements. The responsibility and cost of maintenance, repair, and replacement of any and all Limited Common Elements shall be borne by the Co-owner of the Unit to which such Limited Common Element appertains, unless otherwise set forth herein.



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C. Units.

1. Description of Units. Each Unit in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as **Exhibit B**. Each Unit shall consist of the land contained within the Unit boundaries, as shown on **Exhibit B**. As set forth on **Exhibit B**, there shall be a total of fifty (50) Units in the Condominium.

2. Maintenance and Repair of the Units. Each Co-Owner shall be responsible for the maintenance, repair, and replacement of all improvements, structures, and other items within the Unit, except to the extent the same are General Common Elements. The same shall include, but not be limited to, all interior and exterior home care, mowing, lawn care, landscaping, snow plowing, de-icing, and the repair of any concrete or asphalt within a Unit. Each Co-Owner shall also maintain, repair, and replace all of the Limited Common Elements located within the Unit.

If any Co-Owner fails to maintain or repair any part of his Unit or the Limited Common Elements in the manner required to be maintained and repaired by such Unit Owner, then the Association, in its sole discretion, may maintain or repair the Co-Owner's Unit and Limited Common Elements, provided reasonable time has elapsed after written notice of the necessity of such maintenance or repair has been delivered by the Association to the Co-Owner (and not less than 20 days, except in the case of an emergency when no notice shall be required), and the Association may also levy a special assessment against the Co-Owner's Unit for the cost of said maintenance or repair and cause such repairs or maintenance to be made.

D. Modification of Unit or Common Elements by Co-Owner.

1. A Co-Owner may make improvements or modifications to the Co-Owner's Condominium Unit, including improvements or modifications to Common Elements and to the route from the public way to the door of the Co-Owner's Condominium Unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities who reside in or regularly visit the Unit, or to alleviate conditions that could be hazardous to persons with disabilities who reside in or regularly visit the Unit. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the Condominium Project. The Co-Owner is liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in the normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding prohibitions and restrictions in the Condominium Documents, but shall comply with all applicable state and local building code requirements and health and

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safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

2. An improvement or modification allowed by this subsection D that affects the exterior of the Condominium Unit shall not unreasonably prevent passage by other residents of the Condominium Project. A Co-Owner who has made exterior improvements or modifications allowed by this subsection D shall notify the Association of Co-Owners in writing of the Co-Owner's intention to convey or lease his or her Condominium Unit to another at least thirty (30) days before the conveyance or lease. Not more than thirty (30) days after receiving a notice from a Co-Owner under subsection D, the Association of Co-Owners may require the Co-Owner to remove the improvement or modification at the Co-Owner's expense. If the Co-Owner fails to give timely notice of a conveyance or lease, the Association of Co-Owners at any time may remove or require the Co-Owner to remove the improvement or modification at the Co-Owner's expense. However, the Association of Co-Owners may not remove or require the removal of an improvement or modification if a Co-Owner intends to resume residing in the Unit within twelve (12) months or a Co-Owner conveys or leases the Unit to a person with disabilities who needs the same type of improvement or modification or who has a person residing with him or her who requires the same type of improvement or modification.

3. If a Co-Owner makes an exterior improvement or modification allowed under this subsection, the Co-Owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this state and naming the Association of Co-Owners as an additional insured, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The Co-Owner is not liable for acts or omissions of the Association of Co-Owners with respect to the exterior improvement or modification and is not required to maintain liability insurance with respect to any Common Element. The Association of Co-Owners is responsible for maintenance, repair, and replacement of the improvement or modification only to the extent of the cost currently incurred by the Association of Co-Owners for maintenance, replacement, and repair of the Common Elements covered or replaced by the improvement or modification. All costs of maintenance, repair, and replacement of the improvement or modification exceeding that currently incurred by the Association of Co-Owners for maintenance, repair, and replacement of the Common Elements covered or replaced by the improvement or modification shall be assessed to and paid by the Co-Owner or the Unit serviced by the improvement or modification.

4. Before an improvement or modification allowed by this subsection is made, the Co-Owner shall submit plans and specifications for the improvements or modifications to the Association of Co-Owners for review and approval. The Association of Co-Owners shall



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determine whether the proposed improvement or modification substantially conforms to the requirements of this subsection and shall not deny a proposed improvement or modification without good cause. If the Association of Co-Owners denies a proposed improvement or modification, the Association of Co-Owners shall list, in writing, the changes needed to make the proposed improvement or modification conform to the requirements of this subsection and shall deliver that list to the Co-Owner. The Association of Co-Owners shall approve or deny the proposed improvement or modification not later than sixty (60) days after the plans and specifications are submitted by the Co-Owner proposing the improvement or modification to the Association of Co-Owners. If the Association of Co-Owners does not approve or deny submitted plans and specifications within the sixty (60) day period, the Co-Owner may make the proposed improvement or modification without the approval of the Association of Co-Owners. A Co-Owner may bring an action against the Association of Co-Owners and the officers and directors to compel those persons to comply with this subsection if the Co-Owner disagrees with a denial by the Association of Co-Owners of the Co-Owner's proposed improvement or modification.

5. As used in this subsection, "person with disabilities" means that term as defined in Section 2 of the State Construction Code Act of 1972, 1972 PA 230, MCL §125.1502.

6. A Co-Owner shall not make structural modifications or alterations to his Unit or the Common Elements, nor shall he make any decorations or modifications which alter the exterior appearance of the improvements or structures constructed on his Unit without previously notifying the Association and complying with the Restrictions and any subsequent rules and regulations governing the Condominium.

E. Abuse by Co-Owner. No Co-Owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with, or impair the rights of, any other Co-Owner in the use and enjoyment of his Unit or the Common Elements or interfere with the right of the Developer and/or the Association to repair and maintain the General Common Elements, Limited Common Elements, or take any other rights hereunder.

F. Alterations. Until the Developer has conveyed title to all of the Units that may be created in the Condominium Project, it may, in its discretion and without the consent of any other person, (1) modify the dimensions of unsold Units, the General Common Elements, and Limited Common Elements appurtenant to any Unit, by enlargement, combination, division, or reduction in size, and (2) make such structural alterations as it deems necessary or appropriate to any unsold Units or Common Elements. However, no such modifications or alterations may be performed which would unreasonably impair or diminish the appearance of the Condominium Project or the view,



privacy or other significant attribute or amenity of any Unit sold by Developer which adjoins or is proximate to the modified Unit.

G. Developer's Rights. Until Developer has conveyed title to the last unsold Unit owned by the Developer, the Developer has the irrevocable right:

1. To use the Common Elements (both General and Limited) for sales, administrative, rental, or storage purposes, and
2. To use any of the unsold Units for sales (including sales offices), administrative, or management purposes, and
3. To place signs on the Common Elements for sales and promotional purposes.

## ARTICLE V

### PERCENTAGE OF VALUE OF UNITS

A. Percentage of Value. The percentage of value assigned to each Unit shall be equal. Therefore, each Unit will have a percentage of value two (2%) percent which multiplied by 50 units equals one hundred (100%) percent. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Condominium which would affect maintenance costs and value, and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-Owner's respective share in the proceeds and the expenses of administration and the value of such Co-Owner's vote at meetings of the Association. The total value of the Condominium shall always be one hundred (100%) percent. The unit number for the Units in this Condominium is as follows:

Unit No. 48	2%
Unit No. 49	2%
Unit No. 50	2%
Unit No. 51	2%
Unit No. 52	2%
Unit No. 53	2%
Unit No. 54	2%
Unit No. 55	2%
Unit No. 56	2%
Unit No. 57	2%
Unit No. 58	2%
Unit No. 59	2%

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Unit No. 60	2%
Unit No. 61	2%
Unit No. 62	2%
Unit No. 63	2%
Unit No. 64	2%
Unit No. 65	2%
Unit No. 66	2%
Unit No. 67	2%
Unit No. 68	2%
Unit No. 70	2%
Unit No. 71	2%
Unit No. 72	2%
Unit No. 73	2%
Unit No. 74	2%
Unit No. 76	2%
Unit No. 77	2%
Unit No. 78	2%
Unit No. 79	2%
Unit No. 80	2%
Unit No. 81	2%
Unit No. 82	2%
Unit No. 83	2%
Unit No. 84	2%
Unit No. 85	2%
Unit No. 86	2%
Unit No. 88	2%
Unit No. 89	2%
Unit No. 90	2%
Unit No. 91	2%
Unit No. 92	2%
Unit No. 93	2%
Unit No. 94	2%
Unit No. 95	2%
Unit No. 96	2%
Unit No. 97	2%
Unit No. 195	2%
Unit No. 196	2%
Unit No. 197	2%

It should be noted that parcels identified as Units 69, 75, and 87 are not part of the Condominium Project. Although these three (3) parcels are not part of the Condominium Project,

there is a utility easement or easements burdening each parcel and, in addition, the owners of these parcels shall have the right to use the utility easements as shown on **Exhibit B** and shall have the right to use the roads which are located within the Condominium Project, but shall not have the corresponding responsibility to pay for maintenance, repair, and replacement of the roads, nor any general or special assessments, nor any other monies for which the Condominium unit Co-Owners are responsible under the Condominium Documents. Provided, however, that if the owners of parcels 69, 75, and 87 cause any damage to the General Common Elements or Limited Common Elements within the Condominium Project, then the Developer or Association shall, if said parties believe it is in the best interest of the Condominium to do so, take action against the owners to remedy the damages caused to such Common Elements. Nothing in this paragraph shall limit the rights of the individual Co-Owners of the Condominium Project.

B. Amendment. If the Condominium Project is contracted or expanded into the future development area shown on **Exhibit B**, then the percentages of value may be readjusted by the Developer in its discretion so long as reasonable recognition is given to the method of original determination of percentages of value for the Project. This percentage of value shall be determinative of the proportionate share of each Unit in the proceeds and expenses of administration, the value of such Unit's vote at meetings of the Association of Co-Owners, and of such Unit's undivided interest in the Common Elements (which is hereby allocated to each Unit). All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of percentages of value of existing Units which Developer or its successor may solely determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. This power shall be deemed to be coupled with an interest.

## ARTICLE VI

### CONTRACTION OF CONDOMINIUM

- A. Developer reserves the right, but is not obligated, to contract the Condominium.
- B. There are no restrictions or limitations on Developer's right to contract the Condominium except as stated in this Article VI. The consent of any Co-Owner shall not be required to contract the Condominium. All of the Co-Owners and mortgagees of Units and persons interested or who become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to contraction of the Condominium and any amendment or amendments of this Master Deed to effectuate the contraction and to any reallocation of percentages



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of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors (including the Association in time) as agents and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing, and power shall be coupled with an interest. Such amendments may be made without the necessity for 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 the Exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to contract the Condominium.

C. The Developer's right to contract the Condominium shall expire six (6) years after the initial recording of this Master Deed, except as amended by the Act.

D. The land which may be withdrawn from the Condominium includes all land described in Article II hereof, but does not include the Unit which has been conveyed to a non-developer Co-Owner, and the roadway and Common Elements adjacent to such Unit and such contiguous land thereto as may be necessary to comply with setback and space requirements imposed by any statute, ordinance, or building authority. The land and Units may be withdrawn as one parcel or in separate parcels at different times in any order.

E. Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing percentages of value of Units to preserve a total value of one hundred (100%) percent for the entire Condominium. Percentages of value shall be readjusted and determined in accordance with the method and formula described in Article V of this Master Deed.

F. Any contraction shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the contraction. At the conclusion of the contraction of the Condominium, a consolidating Master Deed and plans showing the Condominium "as built" shall be prepared and recorded by the Developer. A copy of the recorded consolidating Master Deed shall be provided to the Association.

G. Notwithstanding Section 33 (MCLA §559.133) of the Act, if the Developer has not completed development and construction of Units or improvements in the Condominium Project that are identified as "need not be built" during a period ending ten (10) years after the date of commencement of construction by the Developer of the Project, the Developer, or its successors or assigns, have the right to withdraw from the project all undeveloped portions of the project not identified as "must be built" without the prior consent of any Co-Owners, mortgagees of Units in the Project, or any other party having an interest in the Project. If the master deed contains provisions permitting the expansion, contraction, or rights of convertibility of units or common elements in the condominium project, then the time period is six (6) years after the date the Developer exercised its rights with respect to either expansion, contraction, or rights of convertibility, whichever right was

exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project from the Project before expiration of the time periods, those undeveloped lands shall remain part of the Project as General Common Elements, and all rights to construct units upon that land shall cease. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-Owner or the Association of Co-Owners may bring an action to require revisions to the percentages of value under Section 95 (MCLA §559.195).

## ARTICLE VII

### EXPANSION OF CONDOMINIUM

A. Area of Future Development. The Condominium established pursuant to this Master Deed consisting of fifty (50) Units may be expanded under the Act to contain, in its entirety, a maximum of two hundred (200) Units. Additional Units, if any, will be established upon all or some portion or portions of the land described (hereinafter referred to as "area of future development") in Article II of this Master Deed.

B. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer, from time to time, be increased by the addition to this Condominium of all or any portion of the area of future development and the establishment of Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of the dwellings and other improvements to be constructed within the area of future development shall be determined by Developer, in its sole discretion. No Unit shall be created within the area of future development, as an addition to this Condominium, that is not restricted exclusively to residential use.

C. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of the area of future development as a separate condominium project (or projects), or any other form of development. There are no restrictions on the election of the Developer to expand the Condominium other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium all or any portion of the area of future development described in this Article VII, nor is there any obligation to add portions thereof in any particular order, nor to construct particular improvements thereon in any specific locations.

D. Amendments to the Master Deed and Modification of Percentages of Value. Expansion of the Condominium shall be given effect by an appropriate amendment or amendments



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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 in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of one hundred (100%) percent for the entire Condominium 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 the Developer or the Board if Developer no longer has any legal interest in the Condominium. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Condominium.

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

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

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



H. Expansion Time Period. The Developer's right to expand the Condominium Project shall expire six (6) years after the initial recording of this Master Deed, except as amended by the Act.

## ARTICLE VIII

### EASEMENTS

A. Easements for Encroachments on Other Units or Common Elements. To the extent that a Condominium Unit or Common Element encroaches on any other Condominium Unit or Common Element, whether by reason of any deviation from the plans and the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment shall exist and allow the owner of the encroaching Unit to undertake all necessary maintenance, repair, or other work as required in the Condominium Documents. This subsection A shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon any Units described in the Master Deed, including any land and/or air space above and/or below said land, without the consent of the Co-Owner of the Unit to be burdened by the encroachment or easement.

B. Easements for Utilities. The Developer, the Association, and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements, to construct, maintain, repair, or replace all utilities contained within the Condominium Premises. These easements include, without any implication of limitation, the right of the Association to obtain access over Units and all Common Elements, during reasonable hours and upon reasonable notice, to access water meters, sprinkler controls and valves, and other improvements located within any Unit or its appurtenant Limited Common Elements, to the overhead lines on the Condominium Premises, to install gas, electric, telephone, water, and sewer from the roads into all of the Units, to construct, maintain, repair, and replace all storm water facilities, to access all areas of the Condominium Premises, and take all other necessary action and exercise all other rights which the above parties may have under the Condominium Documents.

C. Structural Easements. Every portion of a Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements.

D. Right of Association to Grant Easements. The Association, acting through its lawfully constituted Board (including any Board 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, only to the approval of the Developer so long as the Developer shall own any Unit.

E. Easements and Other Rights Retained by the Developer.

1. Road Easements. In addition to all other rights reserved to it under this Master Deed, the Developer reserves, for the benefit of itself, and its agents, employees, guests, invitees, independent contractors, successors, and assigns, a perpetual easement for the unrestricted use of any roads now or hereafter located in the Condominium for the purpose of (a) ingress to and egress from all or any portion of (i) the Condominium Premises, and (ii) any other land in the vicinity of the Condominium Premises now owned or hereafter acquired by the Developer (including land removed from the Condominium); (b) complying with any governmental regulation, or installing and servicing the roads, utilities, storm water facilities or any future municipal sanitary sewer or water facilities; or (c) for any other lawful purpose. This easement shall burden the Condominium and benefit the Developer, and shall include any other land in the vicinity of the Condominium now owned or hereafter acquired by Developer (and as such land may from time to time be subdivided) in perpetuity. This provision shall not be amended or deleted by any amendment to the Master Deed.

2. Utility Easements. The Developer hereby reserves the right, for the benefit of itself, its successors and assigns, and all future owners of any land acquired by the Developer contiguous thereto or to the Condominium Premises, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend, enlarge, maintain, repair, and replace all utility lines located in the Condominium, including, but not limited to, telephone, water, gas, and storm and sanitary sewer mains. In the event the Developer, or its successors or assigns, thus installs, utilizes, taps, ties into, extends, or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to its state immediately prior to such utilization, tapping, tying-in, extension or enlargement. The costs of installation, maintenance, repair, and replacement of utility lines shared by the Co-Owners and the owner or owners of any neighboring land shall be proportionately based upon the ratio of the number of residential dwellings located upon the adjoining land which are sharing the utilities to the number the dwellings located in the Condominium using the same.

The Developer reserves the right, at any time prior to the Transitional Control Date, to grant easements for utilities over, under, and across the Condominium Premises to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county, or local governments. Any such easements or transfer of title may be conveyed by the Developer without the consent of any Co-Owner, mortgagee, or other person and shall be evidenced by an appropriate amendment to this Master Deed. 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 the foregoing easement or transfer of title.

3. Use of Facilities. The Developer, and its duly authorized agents, representatives, and employees, may maintain offices and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the development and sale of Units in the Condominium. In connection therewith, the Developer shall have full and free access to all General Common Elements and unsold Units.

F. Telecommunications Easements. The Developer, and then beginning on the Transitional Control Date, the Association, acting through its duly constituted Board and subject to the Developer's approval until all Units are sold, shall have the power to grant such easements, licenses, and other rights of entry, use, and access, and to enter into any contract or agreement, including wiring agreements, rights-of-way agreements, access agreements, and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient, or desirable to provide for telecommunications, videotext, broad band cable, earth antenna, and similar services (collectively "Telecommunications") to any portion of the Condominium or any Unit therein.

Notwithstanding the foregoing, in no event shall the Board enter into any contract or agreement or grant any easement, license of right of entry or do another act or thing which will violate any provision of any federal, state, or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be paid over and shall be the property of the Association and the Association shall otherwise pay for all costs and expenses incurred in bringing any Telecommunications to the Condominium Premises and for the maintenance, repair, and replacement thereof.

G. Specific Easements. The Condominium Project shall also be subject to all easements, conditions, limitations, and building and use restrictions set forth on **Exhibit B** and the title commitment for the Condominium Premises from Patrick Abstract and Title Office, Inc., dated December 6, 2005, File No. ST-25040, including, but not limited to:

1. A 10-foot or 15-foot easement for installation of private and public utilities as shown on **Exhibit B**;
2. Building and Use Restrictions contained in a certain Declaration of Building Restrictions and Covenants dated June 29, 1998 and recorded in the St. Joseph County Register of Deeds at Liber 843, Page 160;



3. Terms and conditions of a Reciprocal Easement Agreement dated June 29, 1998, and recorded in the St. Joseph County Register of Deeds at Liber 843, Page 182;
4. Terms and conditions of a Grant of Easement dated May 27, 1994, and recorded in the St. Joseph County Register of Deeds at Liber 708, Page 21;
5. Terms and conditions of a Cable Television Installation and Wiring Agreement dated June 27, 1989, and recorded in the St. Joseph County Register of Deeds at Liber 586, Page 496;
6. Terms and conditions of an Easement and Right of Way dated August 30, 1999, and recorded in the St. Joseph County Register of Deeds at Liber 906, Page 303;
7. Terms and conditions of an Easement dated August 19, 2003, and recorded in the St. Joseph County Register of Deeds at Liber 1176, Page 836; and
8. All other easements as shown on **Exhibit B**, if any.

H. Termination of Easements. The Developer reserves the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when a utility easement is relocated to coordinate further and future development of the Condominium Project. No easements may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

## ARTICLE IX

### AMENDMENT OF THE CONDOMINIUM DOCUMENTS

A. Except as herein provided with respect to rights reserved by the Developer, the Condominium Documents may be amended by the Developer or the Association without the consent of all of the Co-Owners and/or mortgagees if the amendment does not materially alter or change the rights of a Co-Owner or mortgagee as determined by the Developer. An amendment which does not materially change the right of a Co-Owner or mortgagee includes, but is not limited to, a modification of the types and sizes of unsold Units and their appurtenant Limited Common Elements. An amendment that does not materially change the rights of a mortgagee further includes, but is not limited to, any change in the Condominium Documents that, in the written opinion of an appropriately licensed real estate appraiser, does not detrimentally change the value of any Unit affected by the change.

B. Amendment to the Condominium Documents shall be subject to the following terms:

1. Except as provided in this Article, the Master Deed, Condominium Bylaws, and Condominium Subdivision Plan may be amended, even if the amendment will 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 votes of the Co-Owners and mortgagees. A mortgagee shall have one (1) vote for each mortgage held. The two-thirds (2/3) majority required in this section may not be increased by the terms of the Condominium Documents, and a provision in any Condominium Documents that requires the consent of a greater proportion of Co-Owners and mortgagees for the purposes described in this subsection is void and is superseded by this subsection.

2. Mortgagees are not required to appear at any meeting of Co-Owners, except that their approval shall be solicited through written ballots. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of the Co-Owners is considered two-thirds (2/3) of all Co-Owners entitled to vote as of the record date for such votes, even if some Co-Owners do not vote.

3. The Developer may reserve, in the Condominium Documents, the right to amend materially the Condominium Documents to achieve specified purposes, except a purpose provided for in the paragraph below. Reserved rights (such as those set forth below in subsection D) shall not be amended except by or with the consent of the Developer. If a proper reservation is made, the Condominium Documents may be amended to achieve the specified purposes without the consent of Co-Owners or mortgagees.

4. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes shall not be modified without the consent of each affected Co-Owner and mortgagee. A Co-Owner's Condominium Unit dimensions or appurtenant limited Common Elements may not be modified without the Co-Owner's consent.

5. Co-Owners and mortgagees of record shall be notified of proposed amendments under this Article not less than ten (10) days before the amendment is recorded.

6. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment (including attorneys fees), except for amendments based upon a vote of a prescribed majority of Co-Owners and mortgagees, or based upon the advisory committee's decision, the costs of which are expenses of administration.

7. A Master Deed amendment, including the consolidating Master Deed, dealing with the addition, withdrawal or modification of Units or other physical characteristics of the Project shall comply with the standards prescribed in Section 66 of the Act for preparation of an original condominium subdivision plan for the Project.

8. For purposes of this Article IX, the affirmative vote of two-thirds (2/3) of the Co-Owners is two-thirds (2/3) of all Co-Owners entitled to vote as of the record date for such votes.

C. To the extent that the Act or the Condominium Documents require a vote of mortgagees of Units on amendment of the Condominium Documents, the following procedures shall apply.

1. The date on which the proposed amendment is approved by the requisite majority of Co-Owners is considered the "control date."

2. Only those mortgagees who hold a duly recorded first mortgage or a recorded assignment of a first mortgage against one (1) or more Units in the Condominium on the control date are entitled to vote on the amendment. Each mortgagee entitled to vote shall have one (1) vote for each Unit in the Project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular Unit.

3. The Association shall give a notice to each mortgagee entitled to vote containing all of the following:

- (a) A copy of the amendment or amendments as passed by the Co-Owners.
- (b) A statement of the date that the amendment was approved by the requisite majority of Co-Owners.
- (c) An envelope addressed to the entity authorized by the Board of Directors for tabulating mortgagee votes.
- (d) A statement containing language in substantially the form described in subsection (4).



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- (e) A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the mortgagee or an officer of the mortgagee.
  - (f) A statement of the number of Units subject to the mortgage or mortgages of the mortgagee.
  - (g) The date by which the mortgagee must return its ballot.

4. The notice provided by subsection (3) shall contain a statement in substantially the following form:

“A review of the Association records reveals that you are the holder of one (1) or more mortgages recorded against title to one (1) or more Units in the Island Hills Phase II Condominium. The Co-Owners of the Condominium adopted the attached amendment to the Condominium Documents on (control date). Pursuant to the terms of the Condominium Documents and/or the Act, you are entitled to vote on the amendment. You have one (1) vote for each Unit that is subject to your mortgage or mortgages.

The amendment will be considered approved by first mortgagees if it is approved by 66-2/3% of those mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than 90 days after this notice (which date coincides with the date of mailing). Failure to timely return a ballot will constitute a vote for approval. If you oppose the amendment, you must vote against it.”

5. The Association shall mail the notice required by subsection (3) to the first mortgagee at the address provided in the mortgage or assignment for notices by certified mail, return receipt requested, postmarked within thirty (30) days after the control date.

6. The amendment shall be considered to be approved by the first mortgagees if it is approved by 66-2/3% of the first mortgagees whose ballots are received, or are considered to be received, in accordance with Section 90(2) of the Act, and the entity authorized by the Board to tabulate mortgagee votes. The Association of Co-Owners shall mail the notice required under Subsection (3) to the first mortgagee at the address provided for notices in the mortgage or assignment.

7. The Association shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by mortgagees for a period of two (2) years after the control date.

8. Notwithstanding any provision of the Condominium Documents to the contrary, first mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

- (a) Termination of the Condominium Project.
- (b) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.
- (c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association of Co-Owners to the Unit subject to the mortgagee's mortgage.
- (d) Elimination of a requirement for the Association to maintain insurance on the Condominium as a whole or a Unit subject to the mortgagee's mortgage or allocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.
- (e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.
- (f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Condominium Project.
- (g) Amendments requiring the consent of all affected mortgagees under Section 90(4) of the Act.

Amendments of the type described in Subsection C.8 (a) through (g) may be made by the Developer without the consent of Co-Owners or mortgagees, and any Co-Owner or mortgagee having an interest in a Unit affected by such an amendment shall join with the Developer in amending this Master Deed.

D. Notwithstanding anything in this Article IX to the contrary, the Developer reserves the right to materially amend the Condominium Documents to contract or expand the Condominium as herein provided, without the consent of Co-Owners or mortgagees. The Developer further reserves the right to amend materially this Master Deed or any of its Exhibits for any of the following purposes:

1. To amend the Condominium Bylaws, subject to any restrictions on amendments stated in the Condominium Bylaws;
2. To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction, or any similar errors in the Master Deed, Condominium Subdivision Plan, or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements;
3. To clarify or explain the provisions of this Master Deed or its Exhibits;
4. To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Premises;
5. To create, grant, make, define, or limit easements affecting the Condominium;
6. To record an "as built" Condominium Subdivision Plan and/or consolidating Master Deed and/or to designate any improvements shown on the Condominium Subdivision Plan as "must be built," subject to any limitations or obligations imposed by the Act;
7. To terminate or eliminate reference to any right which Developer has reserved to itself herein.

## **ARTICLE X**

### **TERMINATION OF THE CONDOMINIUM PROJECT**

A. If there is no Co-Owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the Condominium Project or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

B. If there is a Co-Owner other than the Developer, then the Condominium Project shall be terminated only by the agreement of the Developer and unaffiliated Co-Owners of Condominium Units to which four-fifths (4/5) of the votes in the Association appertain.



C. Agreement of the required majority of Co-Owners to termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

D. Upon recordation of an instrument terminating the Condominium Project, the property constituting the Condominium Premises 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.

E. Upon recordation of an instrument terminating the Condominium 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 and shall be distributed in accordance with the Condominium Documents and the Act.

## **ARTICLE XI**

### **ASSIGNMENT OF DEVELOPER'S RIGHTS**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the St. Joseph County Register of Deeds.

## **ARTICLE XII**

### **SUBDIVISION OF A UNIT BY DEVELOPER**

A Unit may be subdivided at the election of the Developer until such time as Developer has conveyed the Unit to a third party Co-Owner. If Developer wishes to subdivide a Unit, the

Developer shall prepare and execute an Amendment to the Master Deed showing the subdivision and shall otherwise comply with Section 49 of the Act.

Pheasant Ridge Development Company, Inc.

By: Jeffrey A. Chupp, Pres  
Jeffrey A. Chupp  
Its: President

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF Kalamazoo )

The foregoing instrument was acknowledged before me this 3rd day of January, 2006, by Jeffrey A. Chupp, President of Pheasant Ridge Development Company, Inc., a Michigan corporation.

Carol E. Taylor  
Carol E. Taylor Notary Public  
Kalamazoo County, Michigan  
Acting in Kalamazoo County, Michigan  
My Commission Expires: 9/29/11

Prepared by and when Recorded Return to:  
Jeffrey D. Swenarton  
KREIS, ENDERLE,  
CALLANDER & HUDGINS, P.C.  
One Moorsbridge  
P.O. Box 4010  
Kalamazoo, MI 49003-4010

**EXHIBIT A TO THE MASTER DEED**

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**CONDOMINIUM BYLAWS AND ASSOCIATION BYLAWS (COMBINED)  
FOR  
ISLAND HILLS PHASE II CONDOMINIUM**

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Island Hills Phase II Condominium  
Condominium Bylaws and Association Bylaws (Combined)

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## ARTICLE I

### ASSOCIATION OF CO-OWNERS

Section 1. The Island Hills Phase II Condominium (sometimes the "Condominium"), located in the Township of Nottawa, County of St. Joseph, State of Michigan, shall be administered by an Association of Co-Owners, which shall be a non-profit Association, hereinafter called the "Association," 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 in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and the Restrictions governing the Condominium (which are attached hereto as **Exhibit 1**), all other documents pertaining to the Condominium, and the laws of the State of Michigan. All Co-Owners in the Condominium 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 2. 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) Each Unit shall be entitled to vote based on its percentage of value of the Condominium.

(d) No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium to the Association. The vote of each Co-Owner may only be cast by one (1) 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 may 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 or numbers of the Unit or Units owned by the Co-Owner, and the name and address of each person, firm, Association, partnership, trust, or other entity who is 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 commencing with the First Annual Meeting held as provided herein. At least ten (10) days written notice of the time, place, and subject matter of the meeting shall be given to each Co-Owner by mailing the same to each individual representative designated by the respective Co-Owners at the address indicated in the notice designating such individual representative. Other meetings may be provided for herein. Notice of time, place, and subject matter of all meetings 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 at least sixty (60%) percent in value 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 or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) Votes may be cast in person, by proxy, or by a 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 (50%) percent in value of those qualified to vote and present in person or by proxy (or written vote if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the majority necessary for purposes herein may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy or by written ballot, if applicable, at a given meeting of the members of the Association.

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

Section 3. The Association shall keep detailed books of account, in accordance with the Act, showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses related to the Common Elements and other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts shall be open for inspection by the Co-Owners during reasonable working hours, and income, expense, and position statements, the contents of which shall be defined by the Association of Co-Owners, shall be prepared at least semi-annually by Developer or by qualified accountants as required by law, and distributed to each Co-Owner. Such audit, review, or compilation need not be certified. The cost of such professional accounting assistance, if any, shall be an expense of



administration. The Association shall keep current copies of the Master Deed, Bylaws, and all other Condominium Documents available for inspection by Co-Owners, prospective mortgagees, and their representatives during business hours at the address of the Condominium Association's Resident Agent. Any holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of the annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The financial reports and statements provided for in this section are not required to be certified.

Section 4. The Association shall keep current copies of the Master Deed, Bylaws, and all other Condominium Documents available for inspection by Co-Owners, prospective mortgagees, and their representatives during business hours at the address of the Condominium Association's Resident Agent. Any holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of the annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The financial reports and statements provided for in this section are not required to be certified.

## ARTICLE II

### ASSESSMENTS

Section 1. 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. All expenditures affecting the administration of the Condominium shall include costs incurred in the satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall include 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.

Section 3. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors 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, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs, and replacement of those General 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 6 below rather than by special assessments. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-Owner and the assessment for said

year shall be established based upon said 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 General Common Elements, (3) to provide additions to the General Common Elements not exceeding One Thousand and 00/100 (\$1,000.00) Dollars per Unit 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 to be necessary.

(b) Special assessments, in addition to those assessments 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 One Thousand and 00/100 (\$1,000.00) Dollars per Unit annually, (2) assessment to purchase a Unit upon foreclosure of the lien for an unpaid assessment, or (3) assessment 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 3(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-Owners in value and in number.

(c) Notwithstanding anything herein to the contrary, in the event that any unusual expenses are incurred by the Association which benefit less than all of the Units, or any expenses are incurred by the Association as a result of the conduct of less than all those entitled to occupy the Units in the Condominium or by their lessees, licensees, or invitees, then such expenses shall be specially assessed against the Unit involved, or if more than one Unit is involved, against all such Units, pro rata as to their percentages of value so that the total of such expenses equal the total of such assessments.

(d) All assessments, whether general or special, shall be due and payable at such times as the Board of Directors shall determine, commencing with acceptance of a deed to a Unit or with acquisition of fee simple title to a Unit by any other means. 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 shall bear interest at the greater of seven (7%) percent per annum or the highest legal annual interest rate permitted by the laws of the State of Michigan until paid in full. Each Co-Owner (whether one or more person or entities) shall be, and remain, personally liable (jointly and severally if the Co-Owner consists of more than one person or entity) for the payment of all assessments pertinent to his Unit which may be levied while such Co-Owner is the owner thereof.



Section 4. No Co-Owner shall be exempt from any assessment levied pursuant to this Article II by reason of his nonuse or waiver of use of any of the General Common Elements or by the abandonment of his Unit.

Section 5. At the time of any transfer of ownership of any Unit by deed, land contract, or other method, the purchaser who is an original or resale purchaser of a Unit, shall pay a non-refundable fee to the Association of Two Hundred and 00/100 (\$200.00) Dollars. These assessments shall be used by the Association for such purposes as it shall determine.

Section 6. The Association shall maintain a reserve fund for major repairs and replacements of Common Elements as required by Section 105 of the Act. The reserve fund shall be at least ten (10%) percent of the Association's annual budget on a noncumulative basis and may be increased by the Board of Directors. Funds contained in the reserve fund shall be used only for major repairs and replacement of Common Elements. There shall be set aside by the Association by the time of the Transitional Control Date, an amount equal to at least ten (10%) percent of the assessments levied by the Association prior to the Transitional Control Date. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association should carefully analyze the Condominium to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

Section 7. Pursuant to Section 131 of the Act, special assessments by governmental authorities and real property taxes are to be assessed against the Units identified as such in the Condominium Subdivision Plan and not on the Condominium Premises or any part thereof, except for the year in which the Condominium was established subsequent to the tax day for that year. Real property taxes and special assessments which become a lien against the Condominium Premises, or any part thereof, in that year shall be expenses of administration to be assessed against, apportioned among, and paid by the Co-Owners in the manner provided in this Article II.

Section 8. The Developer shall be deemed to be a Co-Owner with respect to any Units owned by the Developer after the date of the recording of the Master Deed and shall be responsible for payment of assessments in accordance with this Article, except that prior to the first annual meeting of the Association and/or prior to the obtaining of a certificate of occupancy on the Unit, Developer shall not be required to pay full Association assessments. Instead, the Developer must contribute only its proportionate share of the Association's actual expenses.

Section 9. Section 58 of the Act provides that if a mortgagee of a first mortgage of record or other purchaser obtains title to the Condominium Unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for Association assessments chargeable to that Unit which became due prior to the acquisition of title to the Unit by such person. The unpaid assessments are deemed to be common expenses collectible from all Co-Owners including such person, its successors and assigns.



**ARTICLE III****MEETINGS OF ASSOCIATION**

Section 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. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and these Bylaws or the laws of the State of Michigan.

Section 2. The first annual meeting of the members of the Association shall be held in accordance with the terms and provisions of Section 3. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-Owner. Thereafter, the annual meetings of the members of the Association shall be held on a date chosen by the Developer or the first 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 IV of these Bylaws. The Co-Owners may also transact such other business of the Association as may properly come before them.

Section 3. The First Annual Meeting of the members of the Association shall be convened not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-Owners of 25% percent of the Units that may be created. The Association shall comply with Section 52 of the Act which provides, in part, as follows:

(a) An advisory committee of nondeveloper Co-Owners shall be established either one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-Owners of one-third (1/3) of the Units that may be created, or one (1) year after the initial conveyance of legal or equitable title to a nondeveloper Co-Owner of a Unit in the Project, whichever occurs first. The advisory committee shall meet with the Association Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association of Co-Owners. The advisory committee shall cease to exist when a majority of the Board of Directors of Co-Owners is elected by the nondeveloper Co-Owners.

(b) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-Owners of 25% of the Units that may be created, at least one (1) director and not less than 25% of the Board of Directors of Co-Owners shall be elected by nondeveloper Co-Owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-Owners of 50% of the Units that may be created, not less than 33 1/3% of the Board of Directors shall be elected by nondeveloper Co-Owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-Owners of

75% of the Units that may be created, and before conveyance of 90% of such Units, the nondeveloper Co-Owners shall elect all Directors, except that the Developer shall have the right to designate at least one (1) Director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

(c) Notwithstanding the formula provided in subsection (b) above, fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper Co-Owner of a Unit in the Project, if title to not less than 75% percent of the Units that may be created has not been conveyed, the nondeveloper Co-Owners have the right to elect, as provided in the Condominium Documents, a number of members of the Board of Directors of the Association of Co-Owners equal to the percentage of Units they hold, and the Developer has the right to elect, as provided in the Condominium Documents, a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but does not reduce, the minimum election and designation rights otherwise established in subsection (b). Application of this subsection does not require a change in the size of the Board of Directors as determined in the Condominium Documents.

(d) If the calculation of the percentage of members of the Board of Directors that the nondeveloper Co-Owners have the right to elect under subsection (b), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the nondeveloper Co-Owners under subsection (c) results in a right of nondeveloper Co-Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the nondeveloper Co-Owners have the right to elect. After application of the formula contained in this section, the Developer has the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) member as provided in subsection (b).

Section 4. 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) of the Co-Owners in number or value 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 5. 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 shall be deemed to be proper notice served. Any member of the Association



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 6. If any meeting of Co-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 forty-eight (48) hours from the time the original meeting was called.

#### ARTICLE IV

#### BOARD OF DIRECTORS

Section 1. 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 except for the first Board of Directors, appointed by the Incorporator prior to the First Annual Meeting of members. The number, term 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 for herein.

(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 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, the Board of Directors shall be responsible specifically for the following:

- (1) Management and administration of the affairs of and maintenance of the Condominium and the Common Elements thereof.
- (2) To collect assessments from the members of the Association and to use the proceeds thereof for the purpose 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, associations, or other agents to assist in the management, operation, maintenance, administration, and security of the Condominium.
- (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, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.

(7) To borrow money and issue evidence of indebtedness in furtherance of any and all of the purposes of the business of the Association including, but not limited to, borrowing for equipment to maintain the premises, and to secure the same by mortgage, pledge, 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 (60%) percent of all of the members of the Association in value.

(8) To make rules and regulations in accordance with 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 the Condominium Documents required to be performed by the Board or other parties.

(10) To make rules and regulations and/or to enter into agreements with lenders, the purposes of which are to obtain mortgage financing for Unit Co-Owners.

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

(12) To deliver semiannual financial statements to the Co-Owners.

(b) The Board of Directors may employ for the Association one or more professional management agents 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 4(a) of this Article IV, 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 or have the approval of the Board of Directors or the members of the Association. Nothing herein shall be deemed to prevent a Co-Owner from hiring a management agent or any third party to manage his Unit. Such management agents may include the Developer or any person or entity related thereto provided that, pursuant to Section 55 of the Act, the Association may void any management contract on the Transitional Control Date or within ninety (90) days thereafter and on thirty (30) days notice at any time thereafter for cause. Also, to the extent any such management contract extends beyond one year after the Transitional Control Date, the excess period under the contract may be voided by the Association by written notice to the agent of at least thirty (30) days.

(c) All of the actions of the first Board of Directors named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of members 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 2. The Board of Directors shall all be members of the Association, or partners, shareholders, trustees, trust beneficiaries or joint venturers in an entity that is a member of the Association. Notwithstanding the foregoing, the first Board of Directors designated in the Articles of Incorporation of the Association may consist of any persons including non-members. Directors shall serve without compensation.

Section 3. The Developer's President, Jeffrey Chupp, shall choose the Board of Directors designated in the Articles of Incorporation, which may include Mr. Chupp, and such first Board of Directors shall manage the affairs of the Association until a successor Board of Directors is elected at the First Annual Meeting of members of the Association. The members of the Association may increase the size of the Board of Directors from three (3) persons to five (5) persons. The term of office of all Directors elected at an annual meeting of members or otherwise shall be for one (1) year. The term of office for each Director elected at the first Annual Meeting of members will be as follows:

<u>Director</u>	<u>Term</u>
1	1 year
2	1 year
3	1 year
4 (if increased)	1 year
5 (if increased)	1 year

The Directors shall hold office until their successors have been elected.

Section 4. The Board of Directors shall have all powers and duties as set forth in these Bylaws.

Section 5. In addition to the Restrictions attached hereto as **Exhibit 1**, the Board of Directors may propose rules and regulations respecting the use and enjoyment of the Units and Common Elements in the Condominium and such other regulations as are necessary for the maintenance and control of the Condominium. All such regulations and amendments thereto shall be approved by not less than a majority of members, in number and value, before such shall become effective. Any regulations proposed by the first Board of Directors and approved by the original members of the Association prior to the First Annual Meeting of members shall be binding upon all subsequent members unless duly amended as provided herein.

Section 6. Vacancies in the Board of Directors (including the first Board of Directors named in the Articles of Incorporation) caused by any 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 remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director to act for the unexpired term of his predecessor (and thereafter a successor shall then be elected by the members pursuant to these Bylaws).

Section 7. 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 in value 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. The first meeting of a newly elected Board of Directors shall be held within ten (10) 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 of Directors shall be present.

Section 9. 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 Board of 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 10. 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 any one or more Directors.

Section 11. Before or at any 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 meetings 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 12. 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 purposes of determining a quorum.

Section 13. All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected before the First Annual Meeting of members 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 the Board of Directors as provided in the Master Deed, Articles of Incorporation, or these Bylaws.

Section 14. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

## ARTICLE V

### OFFICERS

Section 1. The principal officers of the Association shall be a President who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer, all of whom shall serve without compensation. The Directors may appoint, without compensation, an assistant Treasurer, and an assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices, except that of President and Vice President, may be held by one person.

Section 2. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board.

Section 3. Upon an 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 of Directors called for such purpose.

Section 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 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 nor the 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 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, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 7. The Treasurer shall have responsibility for 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, in such depositories as may from time to time be designated by the Board of Directors.

Section 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 VI

### INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Every member of the Board of Directors 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 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 and wanton misconduct and for 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 such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights of which such Director or officer may be entitled. Notwithstanding the above, ten (10) days prior written notice

shall be given to Co-Owners before the Association makes any payment pursuant to this Article, and where no judicial determination as to indemnification of the Director has been made, the written opinion of independent counsel approving the indemnification shall be obtained before the Director is indemnified, if such opinion is requested in writing by a majority of the Co-Owners within ten (10) days after notice is given.

## ARTICLE VII

### AMENDMENTS TO BYLAWS

Section 1. These Bylaws may be amended by the Association at a duly constituted meeting, by an affirmative vote of two-thirds (2/3) in percentage of value of the Co-Owners in the manner set forth in the Master Deed.

Section 2. Amendments to these Bylaws may be proposed by the Board of Directors acting upon the vote of the majority of the Directors or by one-third (1/3) or more in value or in number of the members of the Association whether meeting as members or by instrument in writing signed by them.

Section 3. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 4. Any amendment to these Bylaws shall become effective only upon adoption of the same in accordance with this Article and the recording of the amendment in the appropriate Office of the Register of Deeds.

Section 5. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption.

## ARTICLE VIII

### RESOLUTION OF DISPUTES/REMEDIES

Section 1. 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 at the time such dispute arises shall be applicable to such arbitration. At the exclusive option of a purchaser, Co-Owner, or person occupying a restricted Unit under section 104b of the Act, a contract



to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00, and arises out of or relates to a purchase agreement, Condominium Unit, or Project.

At the exclusive option of the Association, an agreement to resolve a dispute by arbitration shall be executed by the Developer with respect to any claim against the Developer, which claim arises out of or relates to the Common Elements of the Condominium, if the amount of the claim is \$10,000.00 or less.

Section 2. No Co-Owners or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims, or grievances; provided, however, that election by the parties involved to submit any dispute, claim, or grievance to arbitration shall preclude the parties from litigating the dispute, claim or grievance in the courts.

Section 3. All present and future Co-Owners, tenants of a Co-Owner or non-Co-Owner occupant of a Unit or any other persons acquiring an interest in or using the facilities of the Condominium in any manner, shall be subject to, and shall comply with, the Act, the Master Deed, these Bylaws, the Articles of Incorporation, and Rules and Regulations of the Association and all other Condominium Documents. In the event of a conflict between the Act and the Condominium Documents, the Act shall govern and control.

Section 4. Pursuant to Section 106 of the Act, a default by a Co-Owner shall entitle the Association of Co-Owners to the following relief:

(a) Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien if default in payment of assessment, or any combination thereof.

(b) In proceedings arising because of an alleged default by a Co-Owner, the Association of Co-Owners or the Co-owner, if successful, shall recover the costs of the proceeding and reasonable attorney fees.

(c) The Association may also levy reasonable fines against defaulting Co-Owners after notice and hearing thereon and impose late charges for nonpayment of assessments.

Section 5. In addition to the rights, powers, and remedies of the Association set forth in Section 106 of the Act, 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; provided, however, that prior to the entry into a Unit the Association shall give the affected Co-Owner at least two (2) days prior written notice of its' intent to enter and, if the Co-Owner fails to correct such violation within the two (2) day period, the Association shall thereupon have the right to enter the Unit in accordance with the preceding clause and without liability to the affected Co-Owner, unless the Association acts grossly negligent and causes said Co-Owner damages.

Section 6. A Co-Owner may maintain an action against the Association of Co-Owners and its officers and directors to compel these persons to enforce the terms and provisions of the Condominium Documents. In such a proceeding, the Association of Co-owners or the Co-owner, if successful, shall recover the costs of the proceeding and reasonable attorney fees, as determined by the court. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

Section 7. 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 or the Act shall not constitute a waiver of the right of the Association or any such Co-Owner to enforce such right, provisions, covenant, or condition in the future.

Section 8. All rights, remedies, and privileges granted to the Association or any Co-Owners pursuant to any terms, provisions, covenants, or conditions of the 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 the party from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

Section 9. The following limitations apply in a cause of action arising out of the development or construction of the Common Elements of the Condominium Project, or the management, operation, or control of a Condominium Project:

(a) If the cause of action accrues on or before the Transitional Control Date, a person shall not maintain an action against the Developer, residential builder, licensed architect, contractor, sales agent, or manager of a Condominium Project later than three (3) years after the Transitional Control Date or two (2) years after the date on which the cause of action accrued, whichever occurs later.

(b) If the cause of action accrues after the Transitional Control Date, a person shall not maintain an action against the Developer, residential builder, licensed architect, contractor, sales agent, or manager of a Condominium Project later than two (2) years after the date on which the cause of action accrued.

## ARTICLE IX

### INSURANCE

Section 1. The Association shall carry liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use, and maintenance of the Common Elements of the Condominium. The Association, at the election of the Board of Directors, may carry other insurance, including cross coverage for damages done by one Co-Owner to another.

Section 2. Insurance carried by the Association pursuant to these Bylaws shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-Owners and their mortgagees, as their interest may appear, and provision shall be made for the issuance of certificates of mortgagees' endorsements to the mortgagees of Co-Owners. Each Co-Owner shall obtain insurance coverage, at his own expense, to cover the full replacement cost of all improvements ever constructed on the entire Unit. Each Co-Owner shall also obtain insurance coverage to replace all personal property located within the Unit or elsewhere on the Condominium Premises and public liability insurance to cover all damages to property and personal injuries within his Unit or upon the Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining the coverages set forth in this Section 2(a). The Association and all Co-Owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association for any costs or damage which are covered by any insurance proceeds.

(b) All Common Elements of the Condominium shall be insured against perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors. Any improvements made by a Co-Owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-Owner; provided that if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-Owner and collected as part of the assessments against said Co-Owner under Article II hereof.

(c) All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.



(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-Owners and their mortgagees as their interests may appear; provided however, whenever repair or reconstruction of the Condominium shall be required, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction of the Condominium.

Section 3. Each Co-Owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Condominium, his Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect the proceeds and to distribute the same to the Association, the Co-Owner and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to accomplish the foregoing.

## ARTICLE X

### RECONSTRUCTION AND EMINENT DOMAIN

Section 1. If any General Common Element of the Condominium property shall be damaged it shall be rebuilt or repaired.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage, unless the Co-Owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of a Unit which is the responsibility of a Co-Owner to maintain and repair, it shall be the responsibility of a Co-Owner to repair such damage. Each Co-Owner shall be responsible for the reconstruction, repair, and maintenance of his Unit. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. The Association shall be responsible for the reconstruction, repair, and maintenance of the General Common Elements and any incidental damage to a Unit caused by such General Common Elements or the reconstruction, repair, or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of

maintenance, repair, and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessment shall be made against all Co-Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. The Association shall maintain a reserve fund which, at a minimum, shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. The funds contained in the reserve fund shall only be used for major repairs and replacement of Common Elements. The minimum standard required by this section may prove to be inadequate for a particular project. The Association of Co-Owners shall carefully analyze their Condominium to determine if a greater amount should be set aside, or if additional funds should be established for other purposes. On the Transitional Control Date as defined in the Act, the reserve account shall be fully funded and Developer shall be liable for any deficiency in the same as of that date.

Section 5. The taking of an entire Unit or the Condominium Project, or the partial taking of the same, is governed by Section 133 of the Act, as amended.

Section 6. The Association shall give any person or institution holding a first mortgage written notice, at such address as it may direct, from time to time, of any loss to or taking of the General Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount.

Section 7. 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 XI

### RESTRICTIONS ON USE WITHIN CONDOMINIUM

Section 1. The Association or its duly authorized agents shall have access to each Unit from time to time during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacements of any of the General Common Elements. The Association or its agents shall also have access to each Unit at all times without notice, as may be necessary to make emergency repairs or to prevent damage to the General Common Elements or to another Unit. It shall be the responsibility of each Co-Owner to provide the Association means of access to his Unit during all periods of absence and in the event of the failure of such Co-Owner to provide means of access, the Association may gain access in such manner as may be reasonable



under the circumstances and shall not be liable to such Co-Owner for any necessary damage to his Unit caused thereby or for repair or replacement of any damages to his Unit.

Section 2. Initially, the Condominium Premises, including all expansion areas, shall be subject to the Restrictions attached hereto as **Exhibit 1** which shall govern all Units and all persons or entities having any interest therein. In addition, reasonable rules and regulations consistent with the Condominium Documents may be made and amended from time to time by any Board of Directors, including the first Board of Directors (or its successors elected by the Developer). Except for the original Restrictions, all subsequent rules, regulations, and amendments may be revoked at any time by the affirmative vote of more than sixty percent (60%) of all Co-Owners in number and in value.

Section 3. Tenants or non-Co-Owner occupants of any portion of the Condominium Premises shall comply with all the conditions of the Condominium Documents, and all leases and rental agreements shall expressly provide for the same.

Section 4. Each Co-Owner shall maintain his Unit and any Limited Common Elements appurtenant thereto from which he has maintenance responsibility in a safe, clean, and sanitary condition that is satisfactory to the Association. Each Co-Owner shall be responsible for damages or costs to the Association resulting from all costs, expense, or damage to any of the Common Elements caused by the Co-Owner or his family, guests, agents, tenants, or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such payment of damages or costs (unless there is a deductible which must be paid before the Association's policy will cover such losses, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association shall be assessed to and collected from the responsible Co-Owner as though it were an approved special assessment in the manner provided in Article II of these Bylaws.

Section 5. The Restrictions shall not apply to the Developer generally, including, but not limited to, Developer's commercial activities or signs or billboards, if any. During the time that Developer is constructing the Condominium Project or owns or is selling any Unit, the Developer and its agents are irrevocably authorized, permitted, and empowered to sell, lease, or rent Units to any purchaser or lessee on any terms and conditions as it shall deem appropriate. Until all Units in the entire Condominium are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model office Unit, storage areas, reasonable parking incident to the foregoing, and such access to, from, and over the Condominium as may be reasonable to enable construction and sale of the entire Condominium by Developer. Developer shall have full right to utilize all or any portion of any Unit for office and sales purposes or any other purposes reasonably incident to the development and sale of the Condominium Units.



## ARTICLE XII

### MORTGAGES

Section 1. Any Co-Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of any such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

Section 2. The Association shall notify each mortgagee appearing in said 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 3. Upon written request submitted to the Association, any 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

### FINANCE

Section 1. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Board of Directors. The commencement date of the fiscal year shall be subject to change by the Board of Directors for accounting reasons or other good cause.

Section 2. The funds of the Association shall be deposited in such bank as may be designated by the Board of 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 XIV

### DEFINITIONS

Section 1. All terms used herein shall have the same meaning as they have in the other Condominium Documents or as set forth in the Act.

**ARTICLE XV**

**SEVERABILITY/COMPLIANCE WITH THE ACT**

Section 1. 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 held to be partially invalid or unenforceable. Notwithstanding anything herein to the contrary, there is no intention by Developer or its attorneys to breach any portion of the Act, as amended, and therefore, the Master Deed incorporates any and all statutory terms of the Act, including, but not limited to, any and all language which the Act requires to be included in the Condominium Documents.

**ARTICLE XVI**

**RIGHTS RESERVED TO DEVELOPER**


Section 1. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by Developer to the Association or any other entity. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer.

**ARTICLE XVII**

**SEAL**

Section 1. The Association shall not be required to have a seal.

Pheasant Ridge Development Company, Inc.

By:  Pres.  
Jeffrey A. Chupp  
Its: President

**EXHIBIT 1 TO THE CONDOMINIUM BYLAWS FOR  
THE ISLAND HILLS PHASE II CONDOMINIUM**

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**AMENDED DECLARATION OF BUILDING RESTRICTIONS AND COVENANTS  
FOR THE ISLAND HILLS PHASE II CONDOMINIUM**

**Background**

On or about June 29, 1998, the Developer, Pheasant Ridge Development Company, Inc., an Indiana corporation, recorded a Declaration of Building Restrictions and Covenants ("Declaration") which was recorded on June 30, 1998 in the St. Joseph County Register of Deeds at Liber 843, Page 160. The Declaration contained Restrictions and Covenants governing property located in the Townships of Nottawa and Sherman in St. Joseph County. In fact, the Declaration affects the original Island Hills Condominium, St. Joseph County Condominium Subdivision Plan No. 5, which Master Deed was recorded on December 21, 1998, in the St. Joseph County Register of Deeds at Liber 868, Page 357, and also covers the condominium premises for this Condominium, Island Hills Phase II Condominium, and the Area of Future Development of the Island Hills Phase II Condominium.

Although the original Declaration covers condominiums, property, and life therein, there is no intention by the Developer that the Island Hills Condominium, or the Island Hills Phase II Condominium are otherwise connected. These two condominiums are separate condominiums, with separate associations, and which will not share finances, decision-making authority, or any other matters, except as expressly set forth in the Condominium Documents for each condominium.

Set forth below are additional covenants and restrictions established by the Developer of the Island Hills Phase II Condominium (sometimes referred to as "Condominium" or "Condominium Project"), which shall bind and benefit all of the Co-Owners of any Units in the Condominium and the Association. It is the intent of the Developer that these Restrictions shall bind and benefit any future Units of the Condominium, including the Area of Future Development.

As set forth herein, the following definitions shall apply:

"Developer" shall mean the developer of the Condominium which shall be Pheasant Ridge Development, Inc. or any successor developer who owns the Condominium Premises;

"Association" shall mean the Condominium Association as set forth in the Condominium Documents for the Condominium; and

"Co-Owner(s)" shall mean any person(s) or entity(ies) which has or have the exclusive, or who shares, fee simple Co-Ownership interest in any Unit in the Condominium, and to the extent that Co-Owners are prohibited from taking any action or activity under these Restrictions, the prohibition shall extend to any of the Co-Owner's agents, representatives, contractors, tenants, subtenants, visitors, mortgagees, and all other parties acting on behalf of any Co-Owners or who



have an interest in the Unit or who are located on the premises described in Article II of the Master Deed which contain the entire Condominium (the "Condominium Premises"); and

All other capitalized terms shall, unless expressly defined in these Restrictions, have the same meaning as they are defined in any of the Condominium Documents for the Condominium.

NOW, THEREFORE, the following are the restrictions and covenants pertaining to the Condominium:

Section 1. All Units within the Condominium shall be used for single family, residential purposes only. Notwithstanding the foregoing, the restrictions set forth in this **Exhibit 1** (sometimes referred to as the "Restrictions") shall not apply to the Developer, who shall have the right to use one or more Units in the Condominium, or portions thereof, for model homes and/or a real estate office, or for uses other than single family residential purposes. Except for the uses put to any Units by Developer, no conspicuous commercial, professional, or other activity or use will be allowed at the Condominium, except with the written consent of the Committee (as defined below). A Co-Owner of a Unit may lease the residence, but only for single family use.

No residence or other "structure" (which shall be defined hereinafter as any improvement or structure of any kind, or any material added or located on or about any Unit, including, but not limited to, any garage, building, pole, wall, swing set, or anything which is permanently or temporarily affixed to the real estate) shall be erected, placed, altered, located, or permitted to remain on any Unit; nor may any structure, equipment, or material be placed on a Unit, until a conceptual plan and a site plan have been approved by the Review Committee (hereinafter "Committee") for the Condominium.

Section 2. If any Co-Owner wishes to remodel or modify the exterior of the residence or any structure, change the exterior color scheme of any structure, or otherwise alter any aspect of any structure which can be seen from the outside of the structure, then said Co-Owner must first submit plans to the Committee, and such changes shall only be undertaken after written approval is obtained therefor from the Committee. No construction or modification of any structures in the Condominium shall be made except by the Co-Owner(s) of any Unit in the Condominium (together with their contractors).

Section 3. Except as provided and approved by the St. Joseph County Health Department or other appropriate governing body, all water wells on all Units must be installed by a Michigan licensed well driller and shall provide (1) a minimum of fifty (50) feet of submergence and/or penetration of a protective clay overburden, and (2) a minimum well depth of ninety (90) feet.

Section 4. All developed Units must connect, at the Co-Owner's cost, to a community sewer system if constructed by the Developer or Association in the future.

Section 5. All individual water wells must be isolated a minimum distance of fifty (50) feet from all septic tanks and all initial and replacement effluent absorption areas, or as required by any state and local laws, as amended.

Section 6. All on-site septic systems must be isolated a minimum distance of 100 feet from any body of surface water, or as required by any state and local laws, as amended.

Section 7. Prior to beginning of construction of a home or other structure of any Condominium Unit, a well and sewage system construction permit must be obtained from the St. Joseph Community Health Agency, Environmental Health Division.

Section 8. When applying for an on-site sewage construction permit, all Units must submit to the appropriate county health department a site plan drawn to scale showing the proposed location of the dwelling, well, septic tank, effluent absorption area, including the replacement area, any outbuildings, proposed pools, driveways, other paved areas, or other permanent structures. Issuance of a sewage construction permit will only be made where sufficient area exists and can be shown on a scaled site drawing to meet the requirements listed above, including that the well, septic tank, initial and replacement absorption areas meet the size and isolation requirements of the "Environmental Health Codes for Branch, Hillsdale, and St. Joseph Counties, Michigan" (and any other applicable local or state laws) for the size of home proposed to be constructed on the Unit.

Section 9. A Co-Owner, including the Developer, desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association of Co-Owners at least ten (10) days before presenting a lease or otherwise agreeing to grant possession of a Condominium Unit to potential lessees or occupants and, at the same time, shall supply the Association of Co-Owners with a copy of the exact lease for its review for its compliance with the Condominium Documents. The Co-Owner or Developer shall also provide the Association of Co-Owners with a copy of the executed lease. If no lease is to be used, then the Co-Owner or Developer shall supply the Association of Co-Owners with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-Owner or Developer, the due dates of that rental and compensation, and the term of the proposed arrangement.

Section 10. Tenants or non-Co-Owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project, and all leases and rental agreements shall so state.

Section 11. If the Association of Co-Owners determines that the tenant or non-Co-Owner occupants failed to comply with the conditions of the Condominium Documents or the Act, the Association of Co-Owners shall take the following action:

(a) The Association of Co-Owners shall notify the Co-Owner by certified mail, advising of the alleged violation by the tenant. The Co-Owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association of Co-Owners that a violation has not occurred.

(b) If after fifteen (15) days the Association of Co-Owners believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-Owners on behalf of the Association of Co-Owners, if it is under the control of the



Developer, an action for both eviction against the tenant or non-Co-Owner occupant and, simultaneously, for money damages against the Co-Owner and tenant or non-Co-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be made under the Michigan Summary Proceedings Act. The Association of Co-Owners may hold both the tenant and the Co-Owner jointly and severally liable for any damages and liability caused by the Co-Owner or tenant in connection with the Condominium Unit or Condominium Project.

Section 12. When a Co-Owner is in arrearage to the Association of Co-Owners for assessments, the Association of Co-Owners may give written notice of the arrearage to a tenant occupying a Co-Owner's Condominium Unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the Co-Owner the arrearage and future assessments as they fall due and pay them to the Association of Co-Owners. The deduction does not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-Owner to the Association of Co-Owners, then the Association of Co-Owners may do the following:

(a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(b) Initiate summary proceedings under Michigan law.

Section 13. A mailbox and the number of the residence are to be placed on each Unit. The size, location, design, style, and type of materials for each such mailbox and number of the residence must be approved by the Committee.

Section 14. No Unit shall be subdivided or reduced in area or width for use as a building site for any structures, but this shall not be construed to prohibit a building site of one full platted Unit and a fraction of another platted Unit if approved by the Committee and subdivided consistent with the Condominium Documents and Michigan law.

Section 15. No noxious or offensive activity shall be carried on upon any Unit or common area of the Condominium (as defined by the Developer), nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 16. Co-Owners must install underlying sprinkling/irrigation to keep lawns on Units green and in good repair. All such systems shall be installed within ninety (90) days of occupancy of the residence on the Unit. Co-Owners must keep the exterior of all structures clean and in a good state of repair. Notwithstanding anything in these Restrictions to the contrary, if any Co-Owner fails to maintain or repair the Unit or residence, or any structures as set forth herein (including all landscaping), then the Developer, Committee, or Association, in its sole discretion, shall have the right (with contractors) to maintain or repair all structures on the Unit, in its sole discretion, and a special assessment shall be levied against said Co-Owner for the actual costs of said maintenance or repair. Said maintenance and repair of the Unit shall not be deemed a trespass or violate any law, statute, rule, regulation or ordinance, and neither Developer, Committee, nor



Association shall be liable to any Co-Owner for any claims, costs, expenses, damages, or liabilities of any nature whatsoever.

Section 17. No structure of a temporary character, including, but not limited to, a basement, tent, swing set, recreational equipment, shack, garage, barn, or other outbuilding shall be located on any Unit, either temporarily or permanently.

Section 18. All General Common Elements for the Condominium, including, but not limited to, the streets, sidewalks, landscaping, lawn, shrubbery, recreational areas, curbs, storm draining, and all other similar or dissimilar areas, shall be maintained, repaired, or replaced by the Condominium Association, and not by the individual Co-Owners. Co-Owners shall not take any activity to perform, conduct, or cause to be performed or conducted, outdoor repair work or otherwise landscape, mow the lawn, remove snow, plant flowers, gardens, or trees, or take any other activity related to the General Common Elements.

Section 19. No rubbish, junk, materials, inoperative vehicles, machinery, or objectionable or valueless object shall be permitted to accumulate or remain on a Unit. Trash, garbage, or other waste shall be kept in fully enclosed sanitary containers. Co-Owners and their builder shall keep their Units and the adjacent street(s) clear of trash and debris during the construction of a residence or any other structure. Co-Owners and their builders shall prevent any erosion of soils and sand during the Construction process and repair same immediately should any occur. No open burning of rubbish, leaves, or other materials shall be allowed on the Condominium Premises or adjacent property unless the same is a campfire or barbeque which is controlled, safe, and does not bother and is otherwise not a nuisance to the neighbors.

Section 20. All Co-Owners shall obtain all necessary permits, licenses, and approvals for the construction of any residence or structure, including, but not limited to, any building permit, driveway permit, and soil erosion permit, but nothing in these Restrictions shall otherwise prejudice or waive the necessity for the Co-Owner to obtain the approval of the construction of any residence or any other structure from the Committee, or its successor, as set forth herein.

Section 21. No residence shall be deemed completed until a paved, concrete, or brick driveway has been constructed from the street to the garage on said Unit and the area between the Unit boundary line and the curb line or traveled portion of the street is finish graded and seeded.

Section 22. No mining or drilling shall be permitted within the Condominium.

Section 23. Each Unit shall have a post light on an Committee-approved post which shall provide safety lighting from dusk until dawn and controlled automatically by a photocell. All Co-Owners' personal property must be reasonably screened from the view of other Co-Owners. Any exterior lighting shall be buffered so that the source of the light cannot be seen from any adjoining land. Down-lighting and up-lighting where the source of the light is shielded from view is encouraged. No spotlights with direct glare should be used within the Condominium.

Section 24. If approved by the Committee for installation, all mechanical equipment (air conditioning, pool equipment, meters, storage tanks, solar heating, etc.), playground equipment (jungle gyms, swing sets, trampolines, etc.), clothes lines, dog pens, and small satellite dishes shall be screened from view.

Section 25. Notwithstanding anything in these Restrictions to the contrary, if any of the Sections are vague, ambiguous, need further interpretation, or if there is a dispute with a Co-Owner over the meaning of any restriction and/or its applicability to a Unit or Units in the Condominium, then the meaning and its applicability shall be determined by the Committee. For illustrative purposes only, and not by way of limitation, the Committee shall determine what activities shall be deemed noxious or offensive. All Co-Owners agree that the final decision by the Committee regarding the Restrictions shall be final and non-appealable; provided, however, that any decisions made by the Committee or Association or anybody regarding these restrictions which are fraudulent, made in bad faith, or which undermine the purpose of the Condominium Project may be appealed to the St. Joseph County Circuit Court.

Section 26. Notwithstanding anything in these Restrictions to the contrary, the Committee shall have the right to waive any of the Restrictions hereunder, in its sole discretion, which decision shall be final and non-appealable. Said prohibited activity may only be taken by a Co-Owner or other person or entity if said affected person or entity receives written approval therefor from the Committee. No person or entity may rely upon any waiver, forbearance, or variance given by the Committee to any other person or entity, and the failure of the Committee to enforce any covenant or restriction shall in no event be deemed a waiver of the Committee to do so at a later time or prohibit enforcement in the event of a later violation by the same or different persons. Subject to the right of the Committee to waive these Restrictions as set forth in this Section, nothing shall otherwise prohibit or limit the right of any person or entity to enforce these Restrictions.

Section 27. The Committee shall have the sole and exclusive right:

(a) To modify and amend these Restrictions as may be required by the Federal National Mortgage Association, or other insurer of first mortgages upon the Units, without acquiring the approval or joinder of the Committee or mortgagee.

(b) To amend these Restrictions for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Co-Owner or mortgagee. In such event, the Committee shall record all such amendments.

(c) To include in any contract, deed, sublease agreement, or other instrument hereafter made, any additional covenants or restrictions.

(d) To use any unsold Unit as an aide in selling Units or as a sales office, construction office, parking lot, or for any other reasonable use, and shall further be allowed to install signs advertising the sale of Units, construction trailers, and sales trailers. The Committee will further have the right to complete Construction of all improvements to any



common areas contemplated by its development plan and to transact any business to consummate the sale of Units after the transfer of any of its rights and powers under these Restrictions.

(e) To add additional property to the Condominium and subject the same to these Restrictions, and require said additional property to be part of the Association. In the event additional property is added to the Condominium or subject to these Restrictions, the Restrictions may be modified by Developer as they are applied to the additional property.

(f) To add, alter, or amend these Restrictions which new, altered, or amended Restrictions shall run with the land as set forth herein.

Section 28. All mineral rights are reserved by the Developer and its successors.

Section 29. Notwithstanding anything in these Restrictions to the contrary, whenever a violation of these Restrictions exists, the Committee shall have the right, but not the obligation, to enter upon the Unit to remove the violation and such entry and abatement or removal shall not be deemed a trespass or make the Committee liable for any damages that result from such abatement. In the event that the Committee shall sue to enforce any of the restrictions set forth herein, against any Co-Owner or person, then all attorneys fees and costs incurred by said parties shall be paid by the offending Co-Owner(s) and other persons against whom the proceedings were commenced, if any part of the relief sought by said parties shall be granted by the court. The remedies set forth in these restrictions shall be cumulative and not exclusive.

Section 30. No Co-Owner may impose any additional covenants or restrictions on any part of the Condominium except as set forth herein.


Section 31. As set forth above, the purpose of this Amended Declaration is to add to the original Declaration and, where expressly stated, amend the original Declaration. If there are any contradictions between this Amended Declaration and the original Declaration, the terms of this Amended Declaration shall control the rights and obligations of the Co-Owner(s) and any other occupants within the Condominium Premises, and any Area of Future Development. Notwithstanding the foregoing, except where there are contradictions, if any, the terms and provisions of this Amended Declaration and the original Declaration shall form one integrated agreement and control the rights and obligations of all Co-Owners and occupants and other affected parties living within the Condominium Premises and Area of Future Development. Notwithstanding the foregoing, it is not the Developer's intent that these Amended Declarations affect any Co-Owner(s) within the original Island Hills Condominium.

End of Restrictions



**Developer:**

Pheasant Ridge Development Company, Inc.

By:   
Jeffrey A. Chupp  
Its: President

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

ATTENTION COUNTY REGISTER OF DEEDS  
 THE CONDOMINIUM SUBDIVISION BY AN NUMBER  
 MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE  
 WHEN A NUMBER HAS BEEN PROPERLY ASSIGNED  
 TO THIS PROJECT, IT MUST BE PROPERLY SHOWN  
 IN THE TITLE ON THIS SHEET AND IN THE  
 SURVEYOR'S CERTIFICATE ON SHEET 1

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

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

DESCRIPTION

ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWN 6 SOUTH, RANGE 10 WEST, NOTTAWA TOWNSHIP, ST. JOSEPH COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32 AND RUNNING THENCE N89°31'34"W ALONG THE SECTION LINE AS MONUMENTED, 379.53 FEET; THENCE SOUTHERLY, ALONG THE WESTERLY LINE OF RAINIERE BOULEVARD, ALONG A 626.27 FOOT RADIUS CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 41°15'09" AND AN ARC LENGTH OF 450.91 FEET (CHORD=S04°44'31"W 441.23 FEET) TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTHERLY, ALONG SAID RAINIERE BOULEVARD, ALONG THE FOLLOWING THREE COURSES: THENCE SOUTHERLY, ALONG A 626.27 FOOT RADIUS CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 08°38'21" AND AN ARC LENGTH OF 94.43 FEET (CHORD=S20°12'14"E 94.34 FEET); THENCE SOUTHERLY, ALONG A 433.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 54°40'30" AND AN ARC LENGTH OF 413.19 FEET (CHORD=S02°56'12"W 397.69 FEET); THENCE S30°17'18"W 736.56 FEET; THENCE N59°43'13"W 200.00 FEET; THENCE N30°17'18"E 566.74 FEET; THENCE N00°28'29"E 161.52 FEET; THENCE N89°31'31"W, ALONG THE SOUTH RIGHT-OF-WAY LINE OF PROPOSED BROOKSTONE DRIVE, 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 N49°02'02"E 202.70 FEET; THENCE N89°31'31"W 482.71 FEET; THENCE N40°57'58"W 203.15 FEET; THENCE N49°02'02"E 202.70 FEET; THENCE NORTHWESTERLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED HIDDEN RIVER DRIVE, ALONG A 346.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 07°10'04" AND AN ARC LENGTH OF 43.29 FEET (CHORD=N44°37'44"W 43.26 FEET); THENCE N40°57'58"W, ALONG SAID PROPOSED HIDDEN RIVER DRIVE, 56.48 FEET; THENCE S49°02'02"W 200.00 FEET; THENCE N40°57'58"W 404.11 FEET; THENCE N50°22'44"E 200.07 FEET; THENCE NORTHWESTERLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF HIDDEN RIVER DRIVE, ALONG A 933.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 05°47'10" AND AN ARC LENGTH OF 94.22 FEET (CHORD=N37°46'26"W 94.18 FEET); THENCE S59°23'49"W 208.66 FEET; THENCE N40°57'58"W 126.15 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, ALONG THE NORTH RIGHT-OF-WAY LINE OF BROOKSTONE DRIVE, 40.00 FEET; THENCE N00°28'29"E 200.00 FEET; THENCE S89°31'31"E 20.00 FEET; THENCE N00°28'29"E 106.00 FEET; THENCE S89°31'31"E 221.74 FEET TO THE POINT OF BEGINNING.


EXCEPTING THEREFROM:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 32 AND RUNNING THENCE S00°19'27"W, ALONG THE NORTH-SOUTH 1/4 LINE, 330.80 FEET; THENCE S89°40'33"E, AT RIGHT ANGLES TO SAID 1/4 LINE, 322.35 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 285.54 FEET; THENCE S00°28'29"W 206.00 FEET TO THE POINT OF BEGINNING OF THIS EXCEPTION; THENCE S89°31'31"E, ALONG THE SOUTH LINE OF BROOKSTONE DRIVE, 100.00 FEET; THENCE S00°28'29"W 220.00 FEET; THENCE N89°31'31"W, ALONG THE NORTH LINE OF HIDDEN RIVER DRIVE, 100.00 FEET; THENCE N00°28'29"E 220.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 29.816 ACRES, MORE OR LESS.

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

THAT THE SUBDIVISION PLAN KNOWN AS ST. JOSEPH COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 27, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY 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.

12/30/05  
 DATE  
  
 WAYNE A. MOSTROM  
 PROFESSIONAL LAND SURVEYOR NO. 14100  
 MOSTROM & ASSOC., INC.  
 610 W. BURR OAK ST.  
 CENTREVILLE, MI 49032



- SHEET INDEX
1. COVER SHEET & PROPERTY DESCRIPTION
  2. SURVEY PLAN
  3. SURVEY PLAN
  4. SITE PLAN FOR CURRENT DEVELOPMENT
  5. UTILITY PLAN FOR CURRENT DEVELOPMENT

SURVEY PLAN

ST. JOSEPH COUNTY CONDOMINIUM PLAN NO. 27

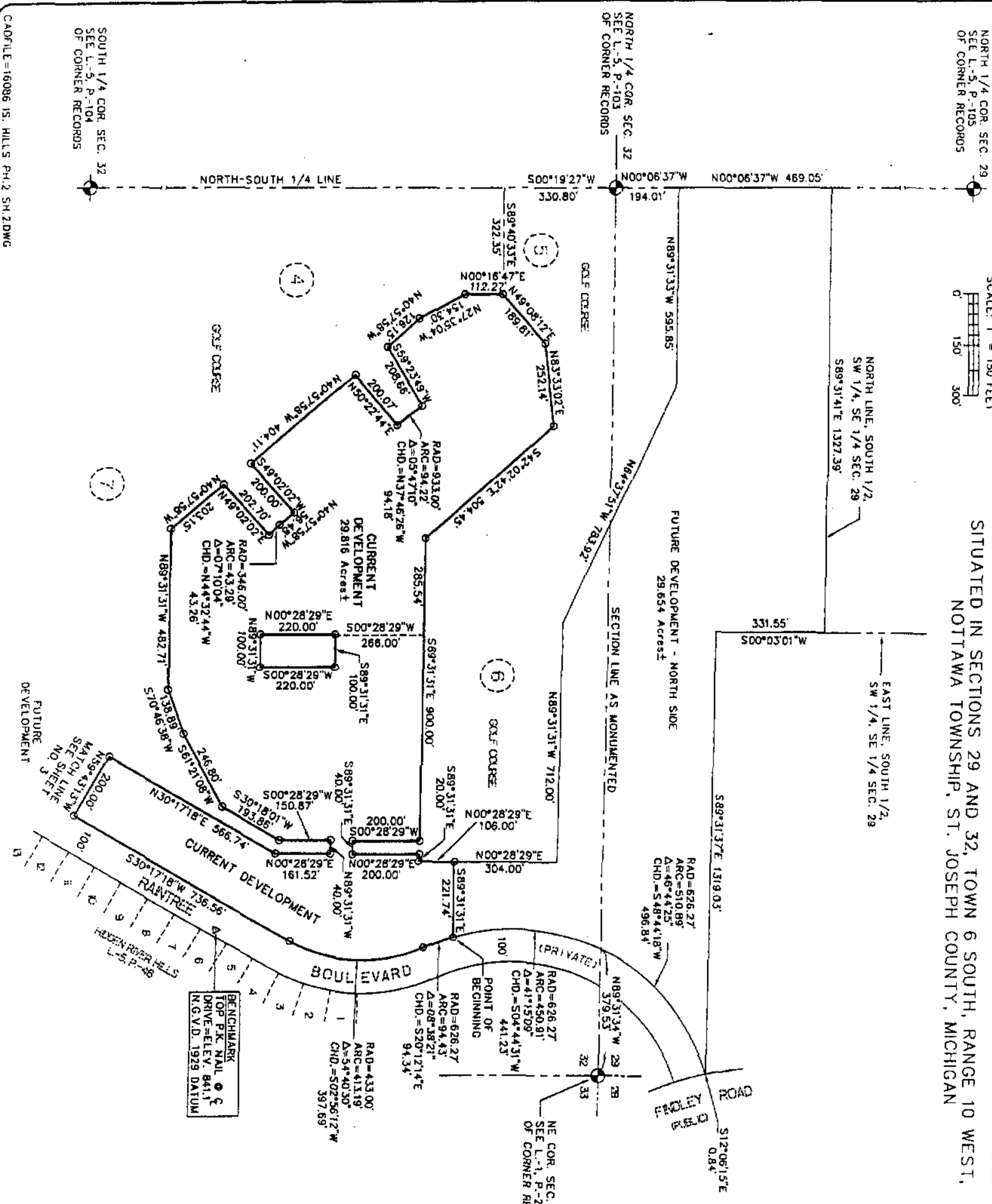
EXHIBIT B TO MASTER DEED OF

ISLAND HILLS PHASE II

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



SCALE: 1" = 150 FEET  
0 150 300



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

COMMENCING AT THE NORTHEAST CORNER OF SECTION 32 AND RUNNING THENCE N89°31'31"W, ALONG THE SECTION LINE AS MONUMENTED, 379.53 FEET TO THE WEST LINE OF RAIN TREE BOULEVARD, WHICH IS THE POINT OF BEGINNING OF THIS DESCRIPTION; THE BOUNDARY RUNS THE COURSE SOUTHERLY, ALONG SAID BOULEVARD, ALONG A 626.27 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 450.91 FEET (CHORD = 504°44'31"W 441.23 FEET) TO THE NORTHEAST CORNER OF PROPOSED UNIT 48 OF THE CURRENT PHASE OF ISLAND HILLS PHASE II; THENCE N89°31'31"W 221.74 FEET TO THE NORTHWEST CORNER OF SAID UNIT 48; THENCE N89°31'31"W 394.00 FEET; THENCE N89°31'31"W 595.85 FEET; THENCE N00°06'37"W 469.05 FEET; THENCE S89°31'41"E, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH 1/4 OF SECTION 29, A DISTANCE OF 1327.39 FEET; THENCE S00°03'01"W, ALONG THE EAST LINE OF SECTION 29, A DISTANCE OF 331.55 FEET; THENCE S00°03'01"W, ALONG THE EAST LINE OF SECTION 29, A DISTANCE OF 331.55 FEET; THENCE S89°31'37"E 1319.03 FEET; THENCE S12°06'15"E 0.84 FEET TO THE WEST LINE OF RAIN TREE BOULEVARD; THENCE SOUTHWESTERLY, ALONG THE WEST LINE OF RAIN TREE BOULEVARD, ALONG A 626.27 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 510.89 FEET (CHORD = 548°44'18"W 496.84 FEET) TO THE POINT OF BEGINNING.

NOTES:

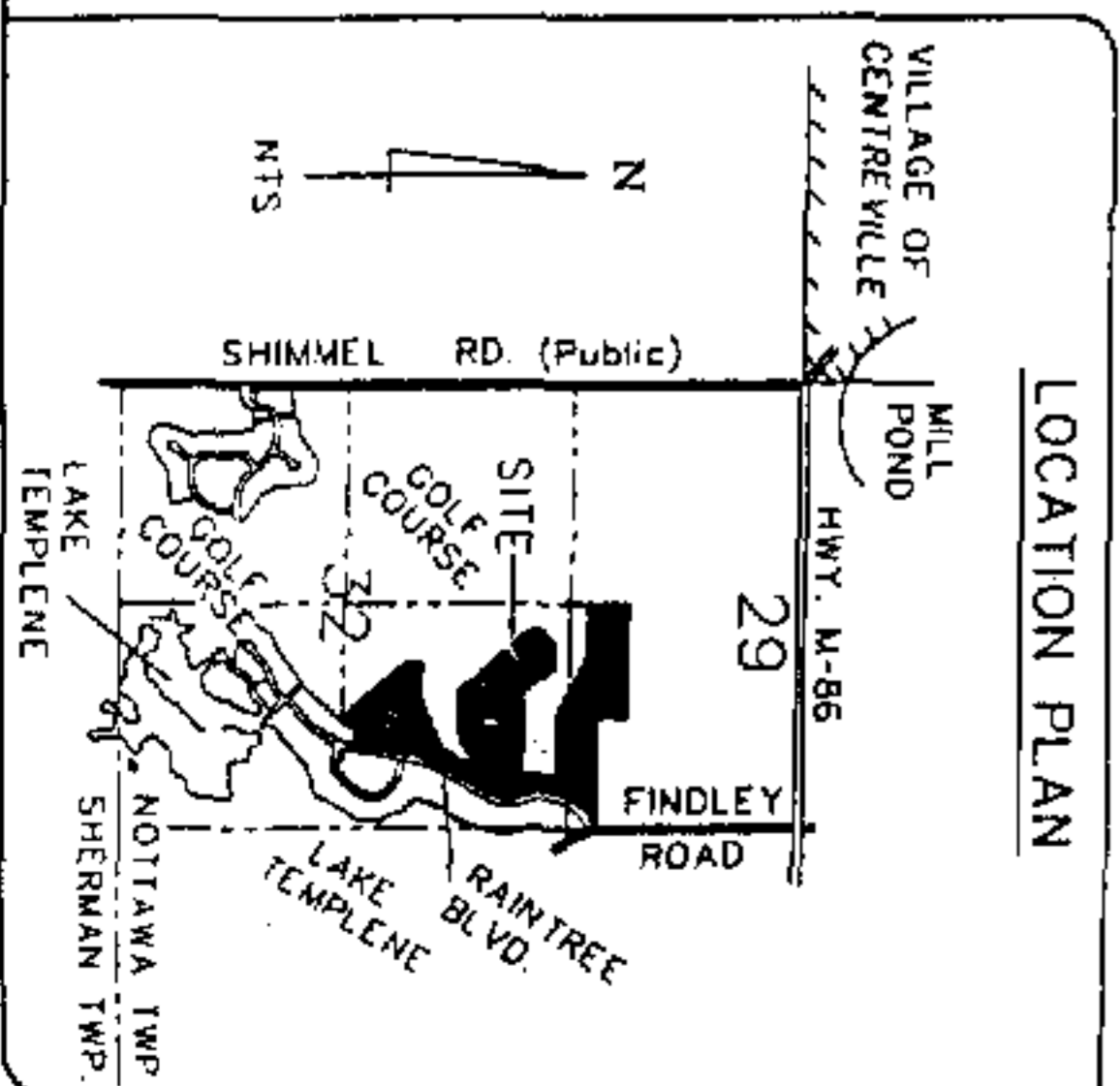
1. BEARINGS ARE BASED ON STATE PLANE COORDINATE SYSTEM, ALONG THE NORTH LINE OF SECTION 32.
2. COORDINATE ORIGIN IS ASSUMED AND BASED UPON THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF THE 817843893 (NE CORNER OF PROPOSED UNIT 48).
3. VERTICAL BENCHMARK: TOP OF P.K. NAIL, IN CENTERLINE OF DRIVE ON THE EAST SIDE OF RAIN TREE BLVD. EAST OF PROPOSED UNIT 92 (N.G.V.D. 1929).
4. A 1/2" STEEL BAR, 36" IN LENGTH, ENCASED IN CONCRETE 4" IN DIAMETER HAS BEEN SET AT ALL POINTS MARKED THUS: O
5. THE TOTAL ACREAGE FOR THE CURRENT DEVELOPMENT IS 30.321 ACRES, MORE OR LESS.

7 DENOTES - HOLE NO. AT GOLF COURSE



William O. Harkins

DATE: 12/30/2005  
SHEET 2 OF 5





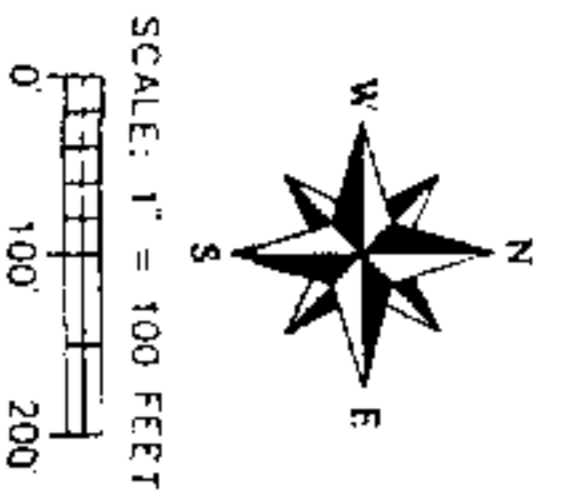
SURVEY PLAN

ST. JOSEPH COUNTY CONDOMINIUM PLAN NO. 27

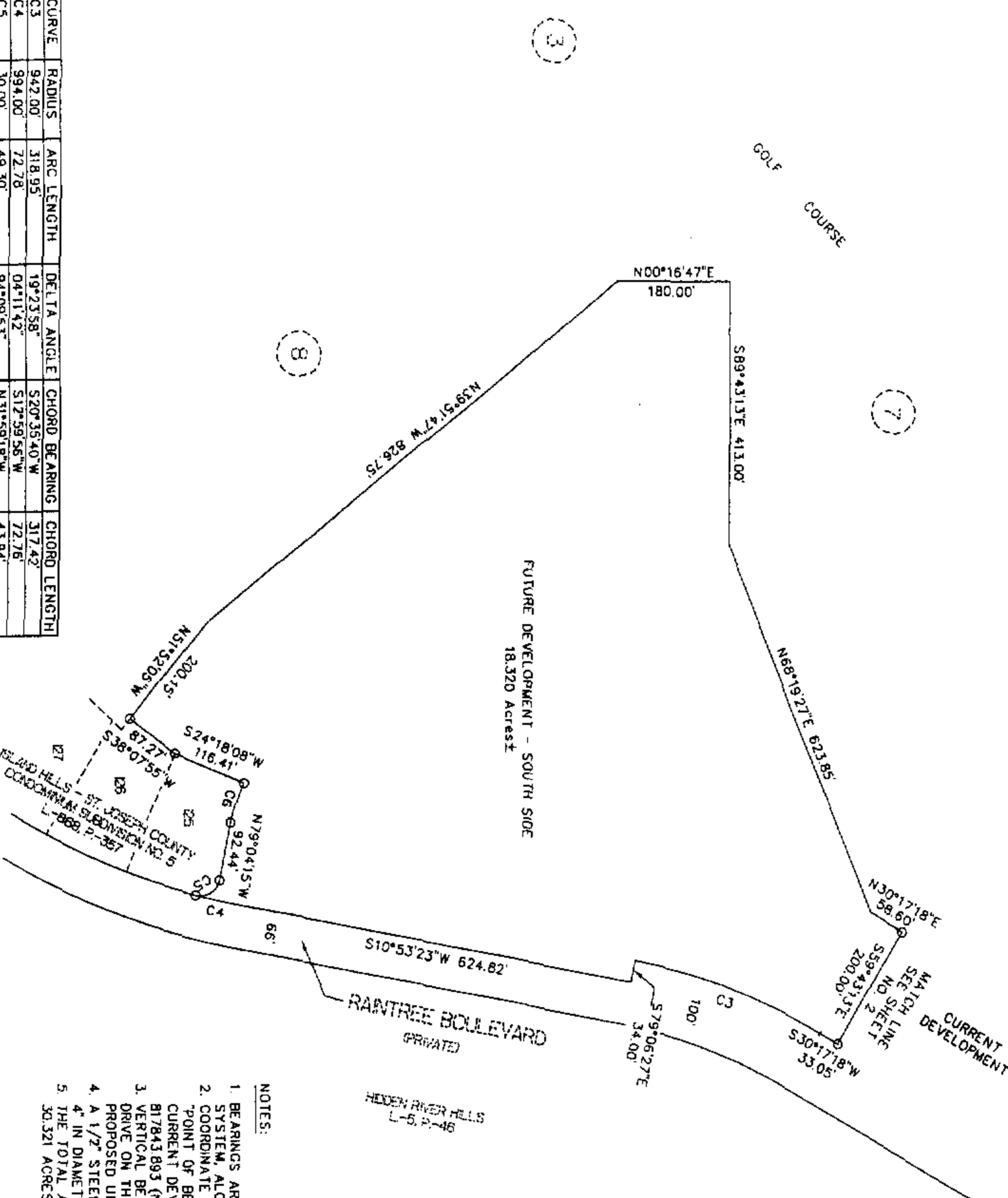
EXHIBIT B TO MASTER DEED OF

**ISLAND HILLS PHASE II**

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



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C3	942.00'	318.95'	19°23'58"	S20°35'40" W	317.42'
C4	994.00'	72.78'	04°11'42"	S17°59'56" W	72.78'
C5	30.00'	49.30'	94°09'53"	N31°59'18" W	43.94'
C6	285.00'	66.64'	13°23'46"	N72°22'22" W	66.48'



DESCRIPTION - FUTURE DEVELOPMENT SOUTH AREA

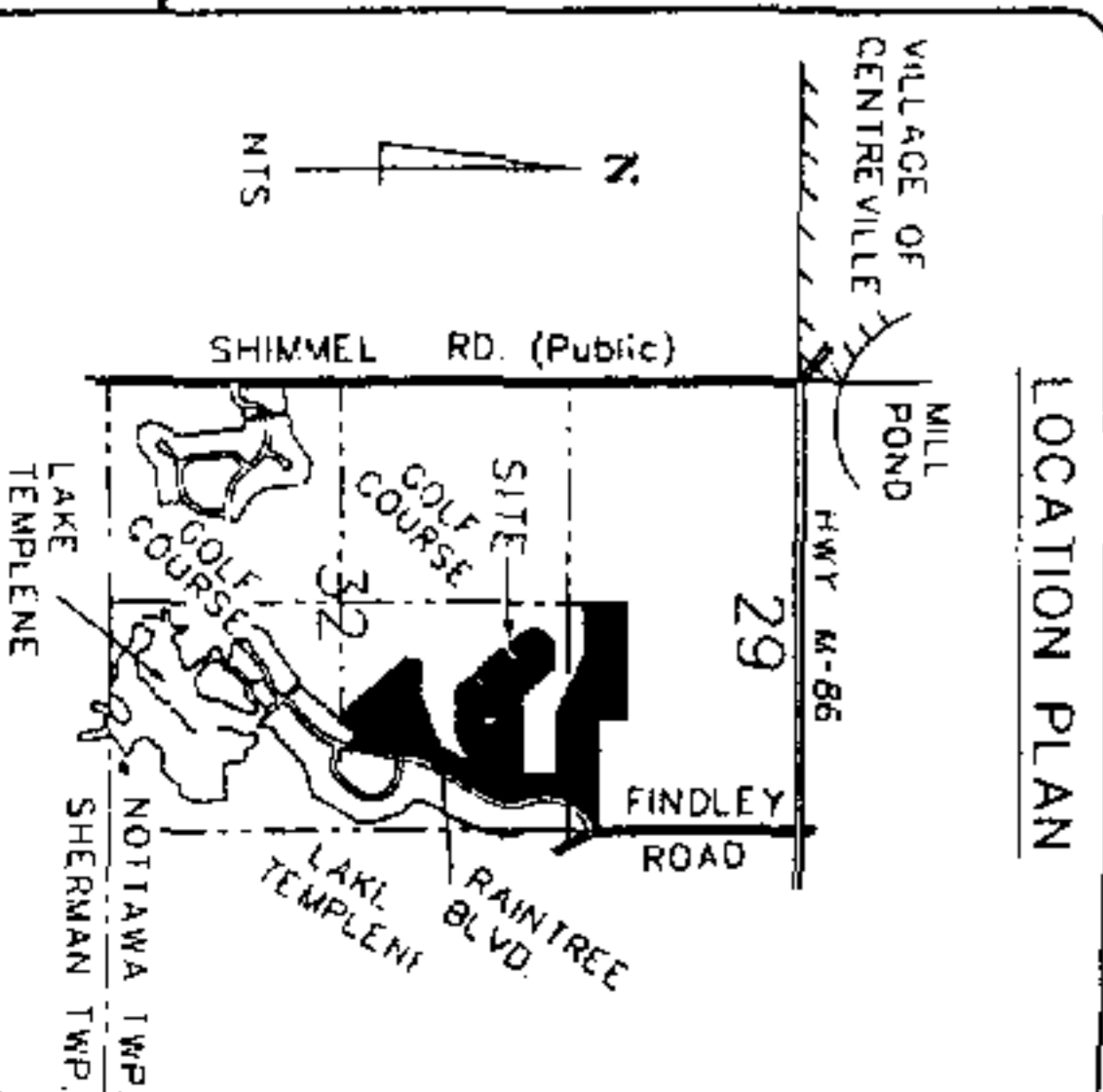
ALSO: COMMENCING AT THE NORTHEAST CORNER OF SECTION 32 AND RUNNING THENCE N89°31'34"W ALONG THE SECTION LINE AS MONUMENTED 379.53 FEET TO THE WEST LINE OF RANTREE BOULEVARD; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG SAID WEST LINE, ALONG A 628.27 FOOT RADIUS CURVE (CHORD = 545.34 FEET) (CHORD = 500°25'21"W 528.27 FEET) TO THE LEFT, AN ARC DISTANCE OF 545.34 FEET (CHORD = 500°25'21"W 528.27 FEET) THENCE SOUTHWESTERLY AND SOUTHWESTERLY, ALONG SAID BOULEVARD, ALONG A 433.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 413.19 FEET (CHORD = 502°56'12"W 397.69 FEET); THENCE S30°17'18"W ALONG SAID BOULEVARD, 736.58 FEET TO THE SOUTHERLY MOST CORNER OF PROPOSED UNIT 97 OF THE CURRENT PHASE OF ISLAND HILLS PHASE II, WHICH IS THE POINT OF BEGINNING OF THIS DESCRIPTION; THE BOUNDARY RUNS THENCE ALONG THE WEST LINE OF RANTREE BOULEVARD, ALONG THE FOLLOWING 5 COURSES: S30°17'18"W 33.05 FEET, SOUTHWESTERLY, ALONG A 942.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 318.95 FEET (CHORD = 520°35'40"W 317.42 FEET); S79°06'27"E 34.00 FEET, S10°53'23"W 624.82 FEET, SOUTHWESTERLY, ALONG A 994.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 72.78 FEET (CHORD = 512°59'56"W 72.76 FEET) TO THE NORTHEAST CORNER OF UNIT 125 OF ISLAND HILLS (ST. JOSEPH COUNTY CONDOMINIUM SUBDIVISION NO. 5) AS RECORDED IN LIBER 866, PAGE 357; THENCE ALONG THE NORTH LINE OF SAID UNIT 125 OF ISLAND HILLS, ALONG THE FOLLOWING 3 COURSES: NORTHWESTERLY, ALONG A 30.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 49.30 FEET (CHORD = N31°59'18"W 43.94 FEET); N79°04'15"W 92.44 FEET, NORTHWESTERLY, ALONG A 285.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 66.64 FEET (CHORD = N72°22'22"W 66.48 FEET) TO THE NORTHWEST CORNER OF SAID UNIT 125 OF ISLAND HILLS; THENCE S24°18'08"W 116.41 FEET TO THE NORTHWEST CORNER OF UNIT 126 OF ISLAND HILLS; THENCE S58°07'55"W 87.27 FEET TO THE WESTERLY MOST CORNER OF SAID UNIT 126 OF ISLAND HILLS; THENCE N51°52'05"W 200.15 FEET; THENCE N39°51'47"W 826.75 FEET; THENCE N00°16'47"E 180.00 FEET; THENCE S89°43'13"E 413.00 FEET; THENCE N69°19'27"E 623.85 FEET; THENCE N30°17'18"E 58.60 FEET TO THE SOUTHWEST CORNER OF PROPOSED UNIT 97 OF THE CURRENT PHASE OF ISLAND HILLS PHASE II; THENCE S59°43'13"E 200.00 FEET TO THE POINT OF BEGINNING.

- NOTES:
1. BEARINGS ARE BASED ON STATE PLANE COORDINATE SYSTEM, ALONG THE NORTH LINE OF SECTION 32.
  2. COORDINATE ORIGIN IS ASSUMED AND BASED UPON THE "POINT OF BEGINNING" AT THE NORTHEAST CORNER OF THE CURRENT DEVELOPMENT AS BEING NORTH 151626.864, EAST 817843.893 (NE CORNER OF PROPOSED UNIT 48).
  3. VERTICAL BENCHMARK: TOP OF P.K. NAIL IN CENTERLINE OF DRIVE ON THE EAST SIDE OF RANTREE BLVD. EAST OF PROPOSED UNIT 92 (N.G.V.D. 1929).
  4. A 1/2" STEEL BAR, 36" IN LENGTH, ENCASED IN CONCRETE 4" IN DIAMETER HAS BEEN SET AT ALL POINTS MARKED THUS: O
  5. THE TOTAL ACREAGE FOR THE CURRENT DEVELOPMENT IS 30.321 ACRES, MORE OR LESS.

7 DENOTES - HOLE NO. AT GOLF COURSE

CA01FILE=16086 IS. HILLS PH. 2 SH.JDWG

DATE: 12/30/2005  
 SHEET 3 OF 5





- = GENERAL COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- = UNITS
- = CONCRETE MONUMENT (1/2" X 36" IRON BAR 4" X 36" CONC. CYLINDER)
- (R) = RADIAL LINE
- C2 = CURVE NUMBER
- (10) = POINT NUMBER

LOT CORNERS ARE MARKED BY A 1/2 INCH DIAMETER STEEL BAR 18 INCHES LONG

# ISLAND HILLS PHASE II

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

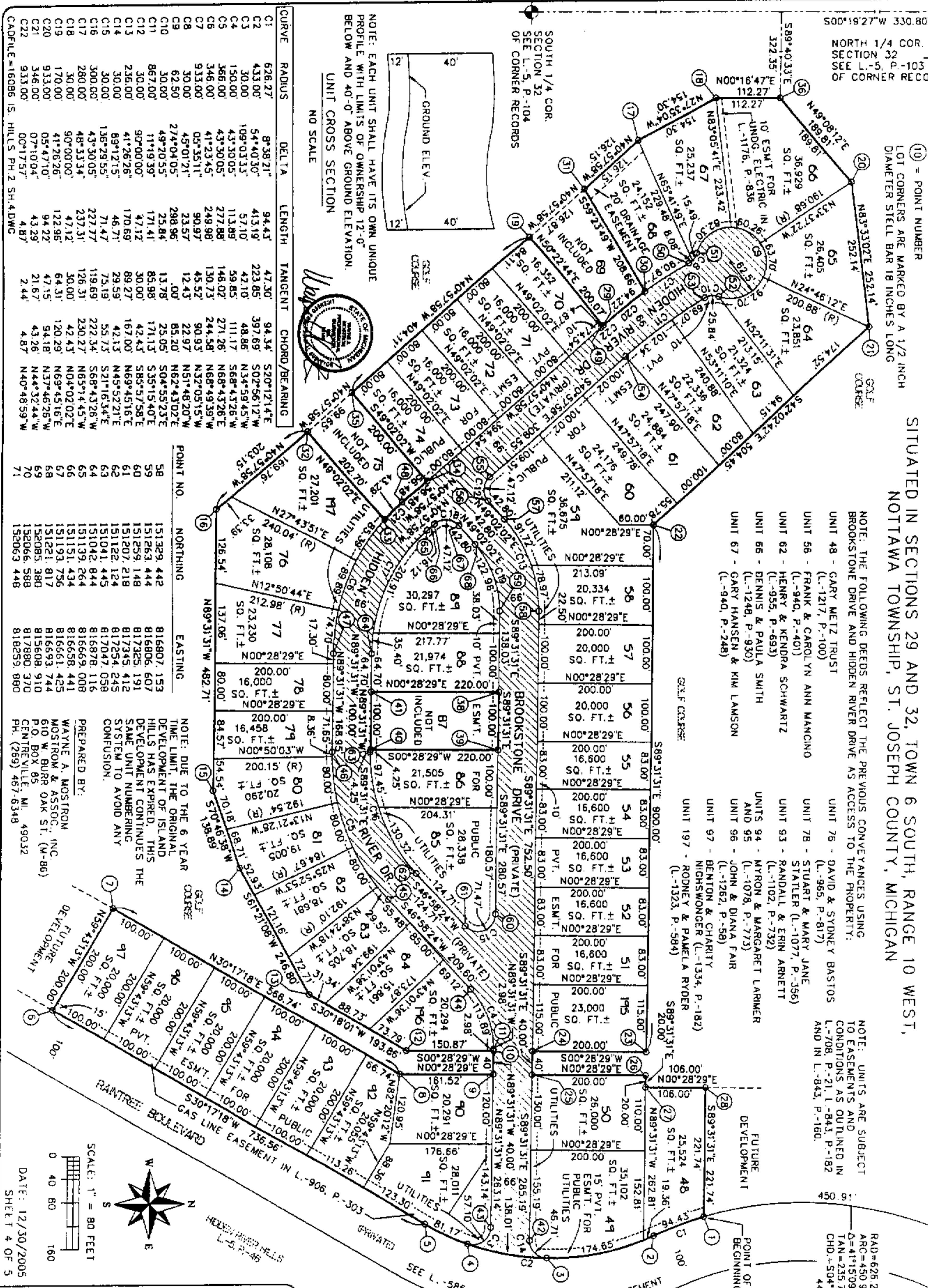
SITE PLAN FOR CURRENT DEVELOPMENT  
ST. JOSEPH COUNTY CONDOMINIUM PLAN NO. 27  
EXHIBIT B TO MASTER DEED OF

NOTE: THE FOLLOWING DEEDS REFLECT THE PREVIOUS CONVEYANCES USING BROOKSTONE DRIVE AND HIDDEN RIVER DRIVE AS ACCESS TO THE PROPERTY:

- UNIT 48 - GARY METZ TRUST (L-1217, P-100)
- UNIT 56 - FRANK & CAROLYN ANN MANCINO (L-940, P-401)
- UNIT 62 - HENRY & KENDRA SCHWARTZ (L-955, P-693)
- UNIT 66 - DENNIS & PAULA SMITH (L-1248, P-930)
- UNIT 67 - GARY HANSEN & KIM LANSON (L-940, P-248)
- UNIT 76 - DAVID & SYDNEY BASTIOS (L-965, P-817)
- UNIT 78 - STUART & MARY JANE RANDALL & ERIN ARNETT (L-1102, P-732)
- UNIT 93 - RANDALL & ERIN ARNETT (L-1078, P-773)
- UNIT 94 - MYRON & MARGARET LARMER AND 95 (L-1078, P-773)
- UNIT 96 - JOHN & DIANA FAIR (L-1262, P-58)
- UNIT 97 - BENJON & CHARITY HIGHMONGER (L-1334, P-182)
- UNIT 197 - RODNEY & PAMELA RYDER (L-1323, P-944)

NOTE: UNITS ARE SUBJECT TO EASEMENTS AND CONDITIONS AS OUTLINED IN L-708, P-21, L-843, P-182 AND IN L-843, P-160.

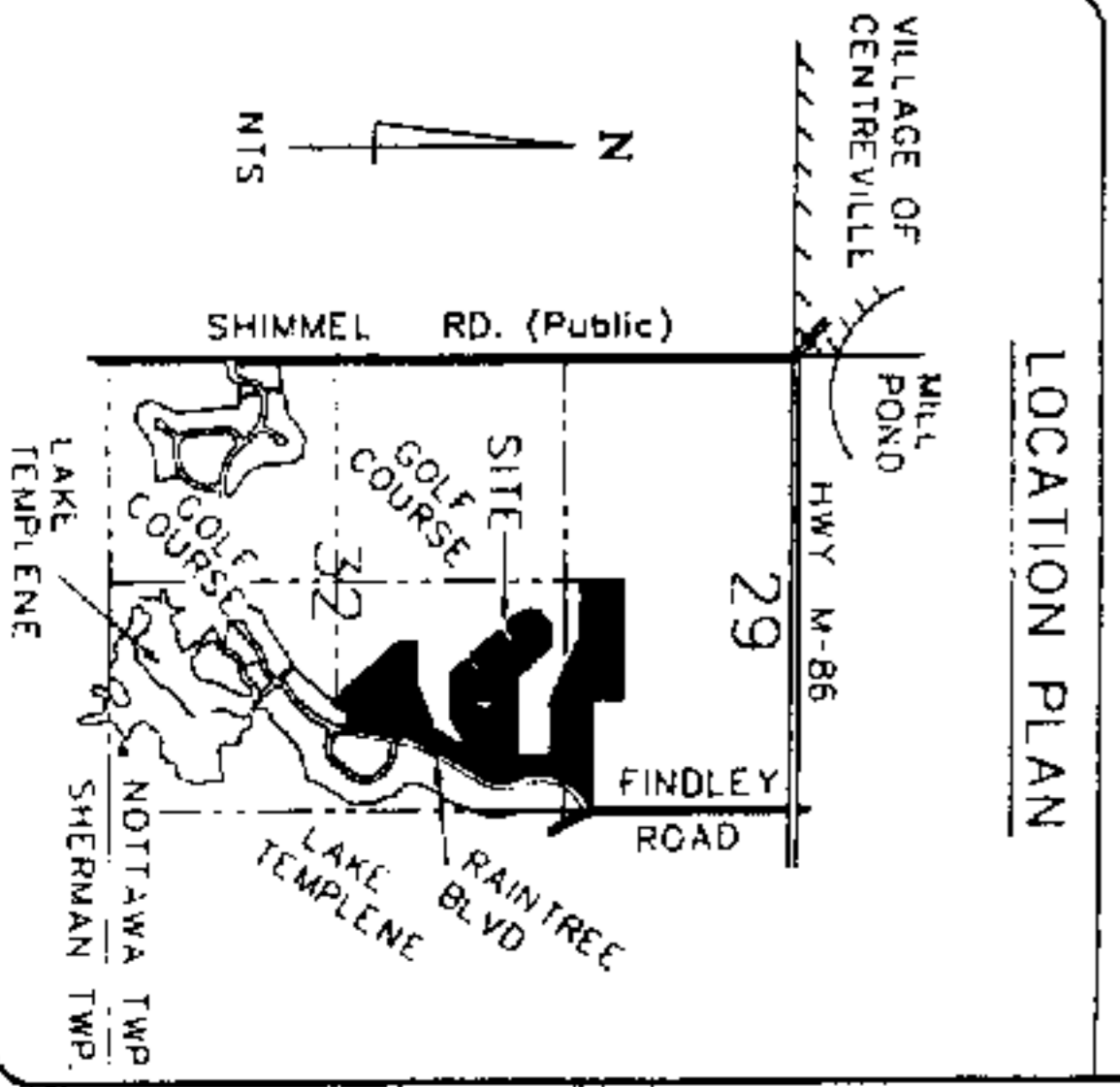
POINT NO.	NORTHING	EASTING
1	151626.864	817843.893
2	151538.329	817876.475
3	151349.848	817915.045
4	151141.156	817856.099
5	150505.139	817484.613
6	150605.983	817311.898
7	151095.365	817597.737
8	151256.879	817599.075
9	151257.211	817559.076
10	151106.344	817556.100
11	150888.944	817577.827
12	150774.695	817460.051
13	150774.695	817112.319
14	150778.894	816629.626
15	151503.738	815928.833
16	151640.498	815166.168
17	151312.680	8151876.950
18	151905.272	816072.931
19	151523.802	816661.311
20	151323.208	817539.623
21	151323.208	817539.623
22	151323.208	817539.623
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53	151323.208	817539.623
54	151323.208	817539.623
55	151323.208	817539.623
56	151323.208	817539.623
57	151323.208	817539.623



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

UNIT CROSS SECTION  
NO SCALE

CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD/BEARING
C1	626.27	8°38'21"	94.43	47.30	S20°12'14"E
C2	433.00	5°44'30"	397.69	507.56	S07°56'12"W
C3	300.00	10°0'33"	57.10	42.10	N54°58'45"W
C4	150.00	43°30'05"	113.89	59.85	N58°43'28"W
C5	366.00	43°30'05"	277.88	146.02	N68°43'26"E
C6	346.00	41°23'45"	244.58	130.73	N68°49'39"W
C7	933.00	05°35'11"	90.97	45.52	N37°05'15"W
C8	300.00	45°01'21"	23.57	12.43	N51°48'20"W
C9	62.50	27°04'05"	298.96	00	N62°43'02"E
C10	300.00	49°20'35"	13.78	23.05	S04°55'23"E
C11	867.00	11°19'39"	171.41	85.98	S35°15'40"E
C12	300.00	90°00'00"	47.12	30.00	S85°57'58"E
C13	236.00	41°26'26"	170.68	89.27	N69°45'16"E
C14	300.00	89°12'15"	29.59	42.13	N45°52'21"E
C15	300.00	136°29'35"	71.47	75.18	S21°16'34"E
C16	300.00	43°30'05"	227.77	119.69	S68°43'28"W
C17	280.00	48°33'34"	237.31	126.31	N65°14'45"W
C18	300.00	90°00'00"	47.12	30.00	N04°02'02"E
C19	170.00	41°26'26"	122.96	64.31	N37°45'16"E
C20	933.00	05°35'11"	94.22	47.15	N37°45'26"W
C21	346.00	07°47'10"	21.67	43.28	N44°32'44"W
C22	933.00	00°17'57"	4.87	2.44	N40°48'59"W



DATE: 12/30/2005  
SHEET 4 OF 5



NORTH 1/4 COR. SEC. 32  
SEE L-5, P-103  
OF CORNER RECORDS

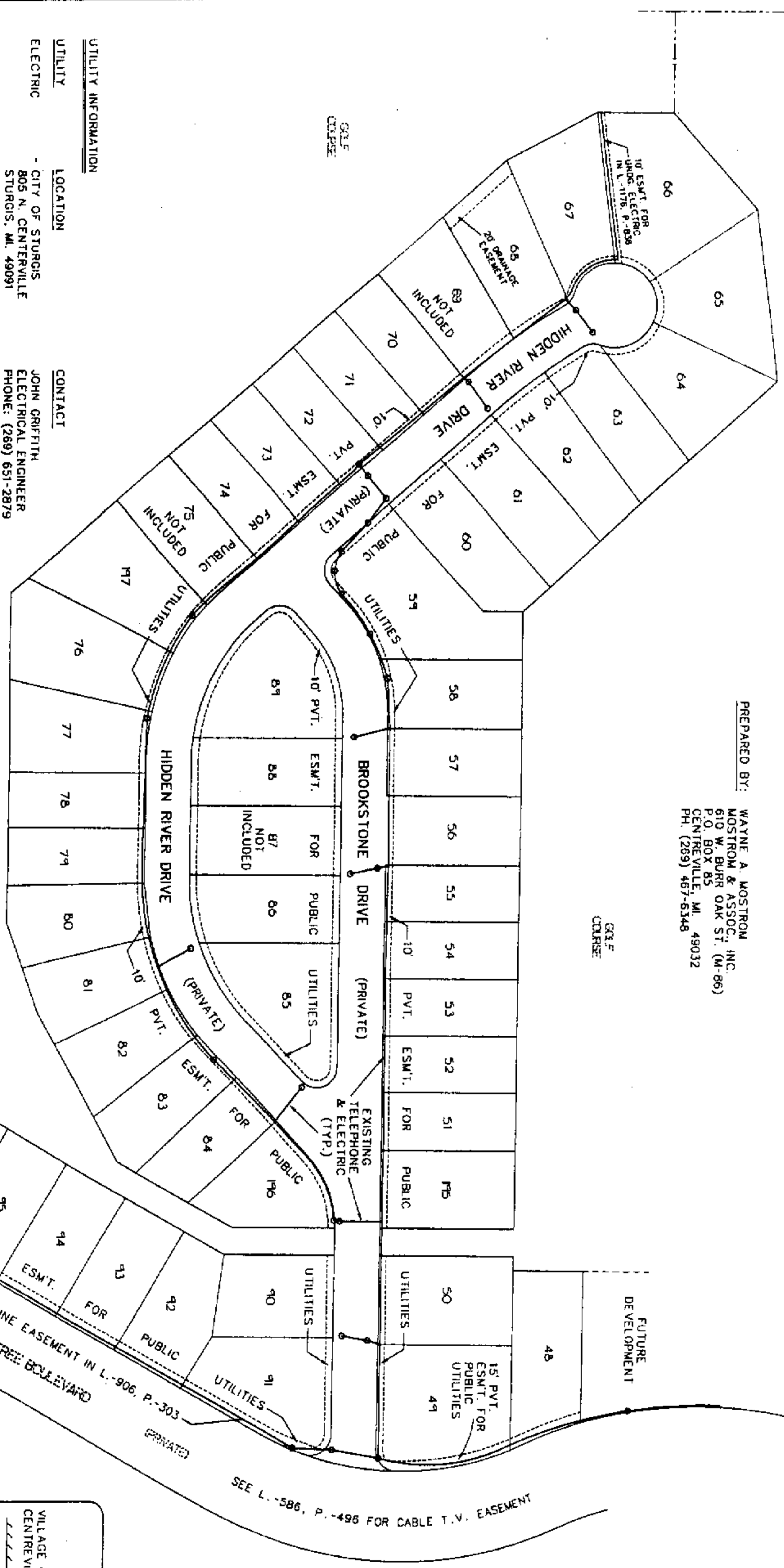
UTILITY PLAN FOR CURRENT DEVELOPMENT  
ST. JOSEPH COUNTY CONDOMINIUM PLAN NO. **27**  
EXHIBIT B TO MASTER DEED OF

# ISLAND HILLS PHASE II

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

NE COR. SEC. 32  
SEE L-1, P-232  
OF CORNER RECORDS

PREPARED BY: WAYNE A. MOSTROM  
MOSTROM & ASSOCIATES, INC.  
610 W. BURN OAK ST. (M-86)  
P.O. BOX 85  
CENTREVILLE, MI 49032  
PH: (269) 467-6346

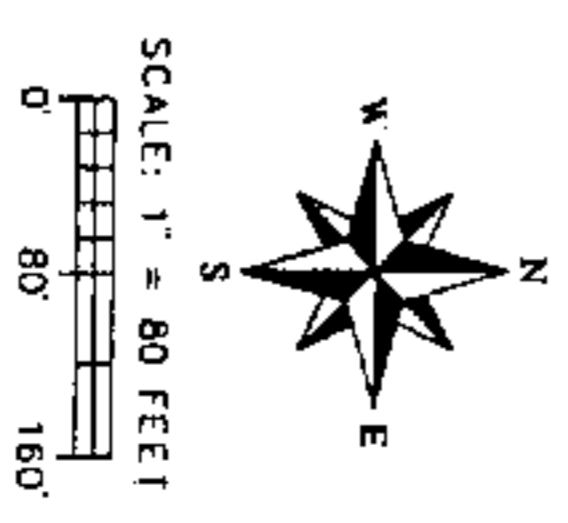


UTILITY INFORMATION	
UTILITY	LOCATION
ELECTRIC	- CITY OF STURGIS 805 N. CENTERVILLE STURGIS, MI 49091
NATURAL GAS	- SEMCO ENERGY 16587 ENTERPRISE DR. THREE RIVERS, MI 49093
TELEPHONE	- VERIZON 601 N. U.S. 131 THREE RIVERS, MI 49093
CABLE T.V.	- COMCAST 414 W. HOFFMAN ST. THREE RIVERS, MI 49093
	CONTACT
	JOHN GRIFFITH ELECTRICAL ENGINEER PHONE: (269) 651-2879
	GENE DUNNINGTON PHONE: (269) 278-2033 EXT. 213
	JIM JACKSON PHONE: (269) 273-0339
	DAVID COOK PHONE: (269) 273-8409 EXT. 11

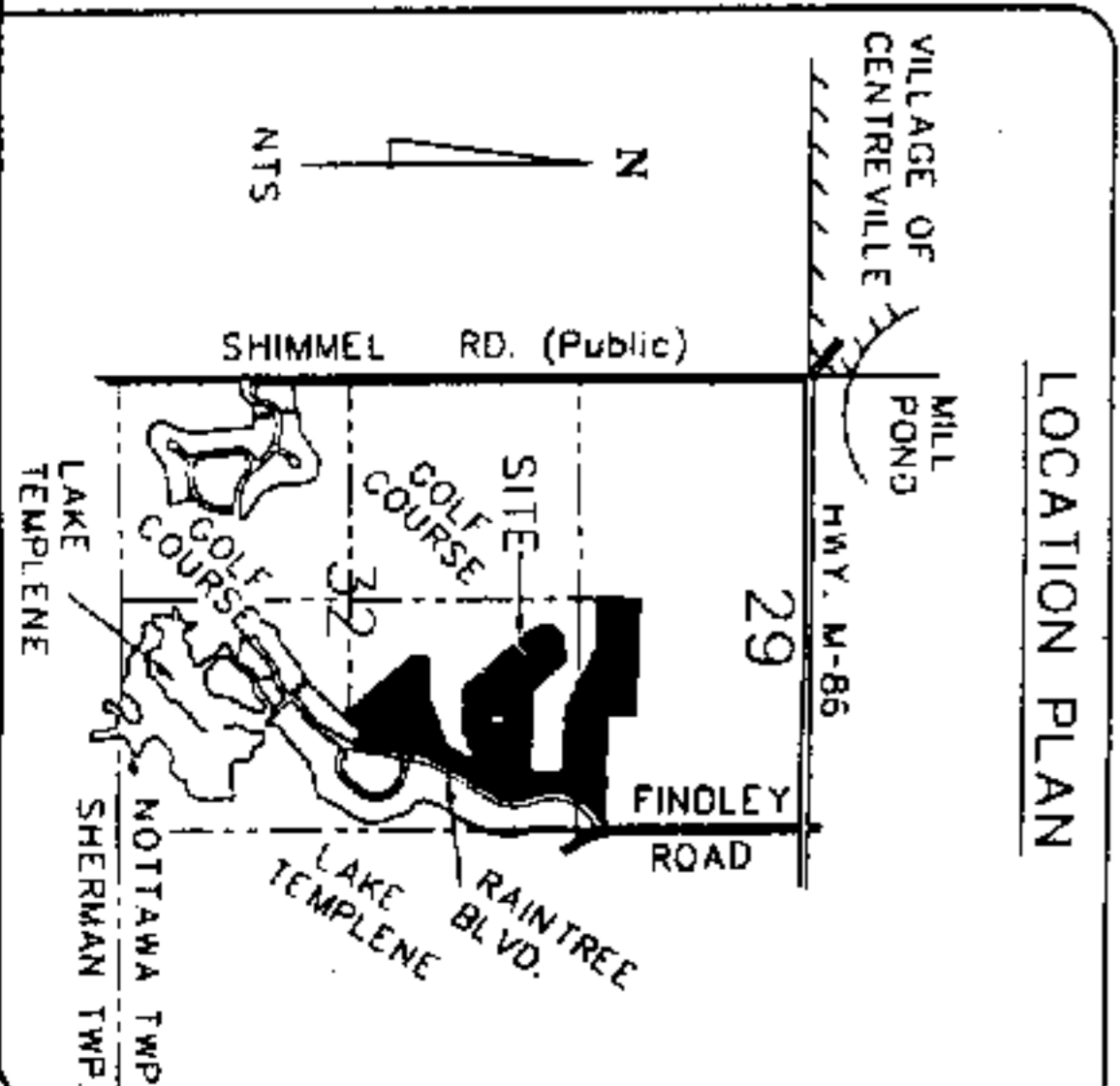
**NOTE:** ALL IMPROVEMENTS AS SHOWN IN THE  
GENERAL COMMON ELEMENTS MUST BE BUILT.  
ALL OTHER IMPROVEMENTS NEED NOT BE BUILT.



*Wayne A. Mostrom*



SCALE: 1" = 80 FEET



LOCATION PLAN

CADFILE=16086 IS. HILLS PH.2 SH.5.DWG

DATE: 12/30/2005  
SHEET 5 OF 5