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F033

SEC. 135 ACT 206,1893, as Amended - Sec. C.L. 1929) Date March (2007)

I hereby certify that there are no tax liens of titles held by the state on the lands

Described below that there are No tax liens or titles held by individuals
on said lands for five years proceeding day (100, 2007) 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.

Cynthia L. Jarratt Register Of Deeds
St. Joseph County, Michigan



Recorded

March 06, 2007 | 1:40:28 AM

Liber 1425 Page 132-140 \$38.00

Receipt # 30290 | D16 #200703971

Liber 1425 Page 132

SECOND AMENDMENT TO MASTER DEED FOR ISLAND HILLS PHASE II CONDOMINIUM

Background

Pheasant Ridge Development Company, Inc., an Indiana corporation, whose address is 54560 County Road 17, Elkhart, Indiana 41516, is the Developer of the Island Hills Phase II Condominium ("Condominium"), a Condominium Project established pursuant to the Master Deed thereof, recorded on January 5, 2006 at Liber 1350, Page 320, in the St. Joseph County Register of Deeds.

The Condominium Master Deed was amended by a First Amendment to Master Deed for Island Hills Phase II Condominium (hereinafter the "First Amendment"), recorded on December 21, 2006, at Liber 1413, Page 482, in the St. Joseph County Register of Deeds.

Pursuant to the authority granted in the Michigan Condominium Act and the authority reserved in the Master Deed, Developer hereby amends the Master Deed with this Second Amendment to Master Deed ("Second Amendment"). In accordance with Article IX of the Master Deed, this Second Amendment is made without the consent of any Co-Owner or mortgagee because, among other things, this Second Amendment does not materially alter or change any of the rights of any Co-Owner or mortgagee of any Unit in the Project. The Master Deed for the Island Hills Phase II Condominium is amended as follows:

- 1. <u>Amendment to Article V.A.</u> Article V.A shall be amended so that there shall be a total of 124 Units in the Condominium. Notwithstanding the fact that the Condominium shall be expanded to 124 Units by the recording of this Second Amendment, as set forth on the attached Amended Condominium Subdivision Plan, due to seasonal high water tables, the following Units shall be combined to form a single home site:
 - A. Units 103 and 104 comprise one building site;
 - B. Units 117 and 118 comprise one building site; and
 - C. Units 121 and 122 comprise one building site.

For all purposes under the Condominium Documents, each of the combined Units listed above shall be treated as one Unit and, therefore, for computing percentages of value for assessments or voting privileges, or any other relevant computations, the Condominium shall be deemed to have a total of 121 Units, and each Unit shall have an equal percentage of value as set forth below.



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Developer hereby expands the Condominium pursuant to Article VII of the Master Deed into the "South Area" of the "Area of Future Development" (hereinafter the "South Area of Future Development") as legally described in Article II of the Master Deed. The South Area of Future Development is also described and shown on the Amended Condominium Subdivision Plan Replat No. 2 ("Amended Condominium Subdivision Plan"), which is attached hereto as Exhibit A, and which Amended Condominium Subdivision Plan is intended to show all easements, encumbrances, and conditions which shall affect this portion of the Condominium and which shall be part and parcel of this Second Amendment and the Condominium Documents. All of the easements, encumbrances, and conditions shown on the Amended Condominium Subdivision Plan shall affect the South Area of Future Development. Notwithstanding the foregoing, all Co-Owners shall review their title policies with respect to said Units, and nothing herein is intended to be a warranty as to the number or nature of encumbrances affecting the South Area of Future Development.

The percentage of value for all of the Units in the Project shall continue to be equal, because the Unit sizes and proposed uses of all of the Units are substantially the same, even for the combined Units. The revised percentage of value for all the Units in the Condominium shall be .8264%, which is equal to 100% divided by the new total number of Units in the Condominium of 121, which equals .8264% for each Unit. Thus, the percentage of value for each Unit in the Condominium (including all original 50 Units and the 47 Units added by the First Amendment), shall be .8264% after the recording of this Second Amendment.

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

ARTICLE XV

RESTRICTIVE COVENANTS FOR ON-SITE WATER WELLS AND SEPTIC SYSTEMS ON ALL UNITS CONTAINED IN THE SOUTH AREA OF FUTURE DEVELOPMENT

Notwithstanding anything in the Condominium Documents to the contrary, including the Amended Declaration of Building Restrictions and Covenants for the Island Hills Phase II Condominium, recorded in the St. Joseph County Register of Deeds at Liber 1350, Page 320, the following restrictions and requirements for on-site water wells and septic systems on the Units located in the South Area of Future Development shall be as follows:

- All wells must be installed by a Michigan licensed well driller to a depth to provide a minimum of fifty (50) feet of submergence and/or penetration of a protective clay overburden. The minimum well depth shall be ninety (90) feet.
- В. All individual wells must be isolated a minimum distance of seventy-five (75) feet from all septic tanks, all initial and replacement effluent absorption areas, and any other potential contamination.

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- C. A copy of the preliminary map is on file at the Community Health Agency in Three Rivers, Michigan, which shows the location for the septic systems on some Units. Due to seasonal high water tables, some systems must be constructed as a raised mound-type system to provide a minimum of four (4) feet between the base of the system and the seasonal high water table. Each prospective purchaser of any Unit in the South Area of Future Development shall check with the St. Joseph County Health Department to see if the purchaser's prospective Unit is a Unit on which a raised mound-type system must be constructed.
- D. In addition to Paragraph C of this Article, the Amended Condominium Subdivision Plan attached hereto as **Exhibit A**, at page 3, shows where the septic systems must be located on certain Units. On those Units where the septic system must be located in a specific portion of the Unit, the septic system is shown as a shaded rectangle.
- E. Prior to beginning construction on any Condominium Unit, a well and sewage system construction permit must be obtained from the Community Health Agency. Applications for any site shall include a scale drawing showing the proposed location of the house, all outbuildings, driveways, and all other permanent structures and indicating compliance with all required isolation distances and area for replacement of subsurface disposal systems.
- F. Deed restrictions must indicate the following advisory statement regarding the presence of arsenic and iron in local test wells:

"Test well results have revealed that individual wells may contain arsenic levels which may exceed the U.S. EPA drinking water standards established at 0.01mg/L. Some people who drink water containing arsenic in excess of the established standards over many years could experience skin damage or problems with their circulatory system and may have an increased risk for cancer. Iron has also been found in the water in excess of recommended limits (>0.3 mg/L). High levels of iron may impart reddish-brown staining of laundry and plumbing fixtures and can affect the taste of the water for drinking. Reverse osmosis, distillation, and activated alumina water treatment devices are among the most effective processes for removing arsenic and iron from water supplies. Water softeners and activated carbon filters do not reduce arsenic levels effectively."

Notwithstanding the foregoing, all deeds for Units in the South Area of Future Development shall be deemed to have included on them the language set forth in this Article XV(F).

- 3. Amendment to Article VIII. An Article VIII(I) shall be added to the Master Deed which sets forth the following provisions:
 - I. Specific Easements Pertaining to the South Area of Future Development. The South Area of Future Development shall be subject all easements, conditions, limitations, and build and use restrictions set forth on the title commitment for the South Area of Future Development dated January 16, 2007, File No. 7525584, including, but not limited to the following:

- A ten (10) foot private easement for public utilities as shown on Exhibit A.
- A fifteen (15) foot private easement for public utilities shown on Exhibit A.
 - A twenty (20) foot drain easement as shown on **Exhibit A**. 3.
 - A six (6) foot drainage easement as shown on Exhibit A. 4.
- A drainage easement area located on and between Lots 101 and 102, and legally described as follows:

Commencing at the Westerly most corner of Unit 97 of "Island Hills Phase 2" (St. Joseph County Condominium Subdivision Plan No. 27) and running thence South 30°17'18" West, along the boundary of proposed Island Hills Phase 2 Replat 2, 58.60 feet; thence South 68°19'27" West, along said boundary, 192.71 feet to the point of beginning; the easement runs thence South 06°04'40" West 41.81 feet; thence South 30°19'32" West 40.61 feet; thence South 80°00'49" West 59.23 feet; thence North 88°28'38" West 38.08 feet; thence North 62°16'37" West 46.10 feet; thence North 68°19'27" East, along the boundary of proposed Island Hills Phase 2 Replat 2, 174.47 feet to the point of beginning.

- Terms and conditions of a cable television installation and wiring agreement with Jones Cable Income Fund, as recorded in Liber 586, Page 496, St. Joseph County Records.
- Terms and conditions of a Reciprocal Easement Agreement between Island Hills Properties, Inc., a Michigan corporation, and Pheasant Ridge Development Company, Inc., an Indiana corporation, as recorded in Instrument recorded in Liber 843, Page 182, St. Joseph County Records.
- Terms and conditions of an easement between St. Joseph County Lake and Land Development Corporation and Pheasant Ridge Development Company, Inc., an Indiana corporation, as recorded in Liber 708, Page 21, St. Joseph County Records.
- Terms and conditions of an easement granted to Utilicorp United Inc., as recorded in Liber 906, Page 303, St. Joseph County Records.
- Terms and conditions of a Master Deed recorded in Liber 868, Page 357, St. Joseph County Records, as amended by First Amendment to Master Deed for Island Hills Phase II Condominium recorded in Liber 1413, Page 482, St. Joseph County Records.

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Second Amendment to Master Deed for Island Hills Phase II Condominium

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- Building and Use Restrictions contained in a Declaration of Building Restrictions and Covenants dated June 29, 1998, and recorded in Liber 843, Page 160, St. Joseph County Records.
- <u>Further Amendments</u>. Except as provided in the Condominium Documents, the Master Deed, Condominium Bylaws, and other Condominium Documents shall not be amended unless a writing which amends the Condominium Documents is recorded in the St. Joseph County Register of Deeds.

IN WITNESS WHEREOF, this Second Amendment to the Master Deed of Island Hills Phase II Condominium has been executed on this Laterday of February, 2007.

Developer:

Pheasant Ridge Development Company, Inc., an Indiana corporation

Bes

By: Jeffrey) A. Chupp

Its: President

STATE OF MICHIGAN

SS.

COUNTY OF KALAMAZOO

Acknowledged before me in Kalamazoo County, Michigan, on February 12, 2007, by Jeffrey Chupp, President of Pheasant Ridge Development Company, Inc., an Indiana corporation, by authority of its Board of Directors.

Jeffre/D. Swenarton, Notary Public

Kalamazoo County, Michigan

Acting in Kalamazoo County, Michigan My commission expires: 05/22/2008

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

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COVER SHEET REPLAT NO. 2 ጵ PROPERTY DESCRIPTION

JOSEPH COUNTY CONDOMINIUM SUBDIVISION **TIBIHX3** B TO MASTER DEED OF

THE CONDOMINIUM SUBDIVISION PLAN 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.

ATTENTION COUNTY REGISTER OF DEEDS

SITUATED IN SECTION 32, TO NOTTAWA TOWNSHIP, ST. WN 6 SOUTH, RANGE 10 WE JOSEPH COUNTY, MICHIGAN 10 WEST,

MOSTROM & ASSOC., INC. 610 W. BURR OAK ST. (M-8 P.O. BOX 85 CENTREVILLE, MI. 49032 PH. (269) 467-6348 ASSOC., INC. OAK ST. (M-86)

CONDOMNIUM SUBDIVISION PLAN)

AST 1/4 OF SECTION 32, TOWN 6 SOUTH, ... MICHIGAN, DESCRIBED AS FOLLOWS:

SURVEYOR'S CERTIFICATE

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

THAT THE SUBDIVISION PLAN KNOWN AS ST. JOSEPH COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 27 REPLAT NO. 2, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND THE PROPERTY HEREIN DESCRIBED.

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

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

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

32 AND RUNNING THENCE N89*31'34'W, ALONG
THE WEST LINE OF RAINTREE BOULEVARD;
S SAID WEST LINE, ALONG A 826.27 FOOT
OF 49*5330" AND AN ARC LENGTH OF 545.34
UTHEASTERLY AND SOUTHWESTERLY, ALONG
TO THE RIGHT, HAVING A DELTA ANGLE OF
TO THE RIGHT, HAVING A DELTA ANGLE OF
TO THE RIGHT, HAVING A DELTA ANGLE OF
INIUM SUBDIVISION PLAN NO. 27) AS
INT OF BEGINNING OF THIS DESCRIPTION: THE
AINTREE BOULEVARD, ALONG THE FOLLOWING 5
LONG A 942.00 FOOT RADIUS CURVE TO THE
CC LENGTH OF 318.95 FEET (CHORD =
*53'23'W 624.82 FEET, SOUTHWESTERLY, AND AN
72 FEET) TO THE EASTERLY MOST CORNER OF
DOMINIUM SUBDIVISION PLAN NO. 5) AS
E NORTH LINE OF SAID UNIT 125 OF "ISLAND
TERLY, ALONG A 30.00 FOOT RADIUS CURVE
ID AN ARC LENGTH OF 49.30 FEET (CHORD =
12'46" AND AN ARC LENGTH OF 66.64 FEET
(MOST CORNER OF SAID UNIT 125 OF "ISLAND
SIYFE SAID UNIT 125, 116.41 FEET TO THE
WESTERLY MOST CORNER OF SAID UNIT 126;
826.75 FEET; THENCE S38*07'55'W, ALONG THE
WESTERLY MOST CORNER OF SAID UNIT 126;
826.75 FEET; THENCE NOO'16'47'E 180.00
9'27'E 623.85 FEET; THENCE N30*17'18'E 58.60
SAID "ISLAND HILLS PHASE II"; THENCE
T 97. 200.00 FEET TO THE POINT OF

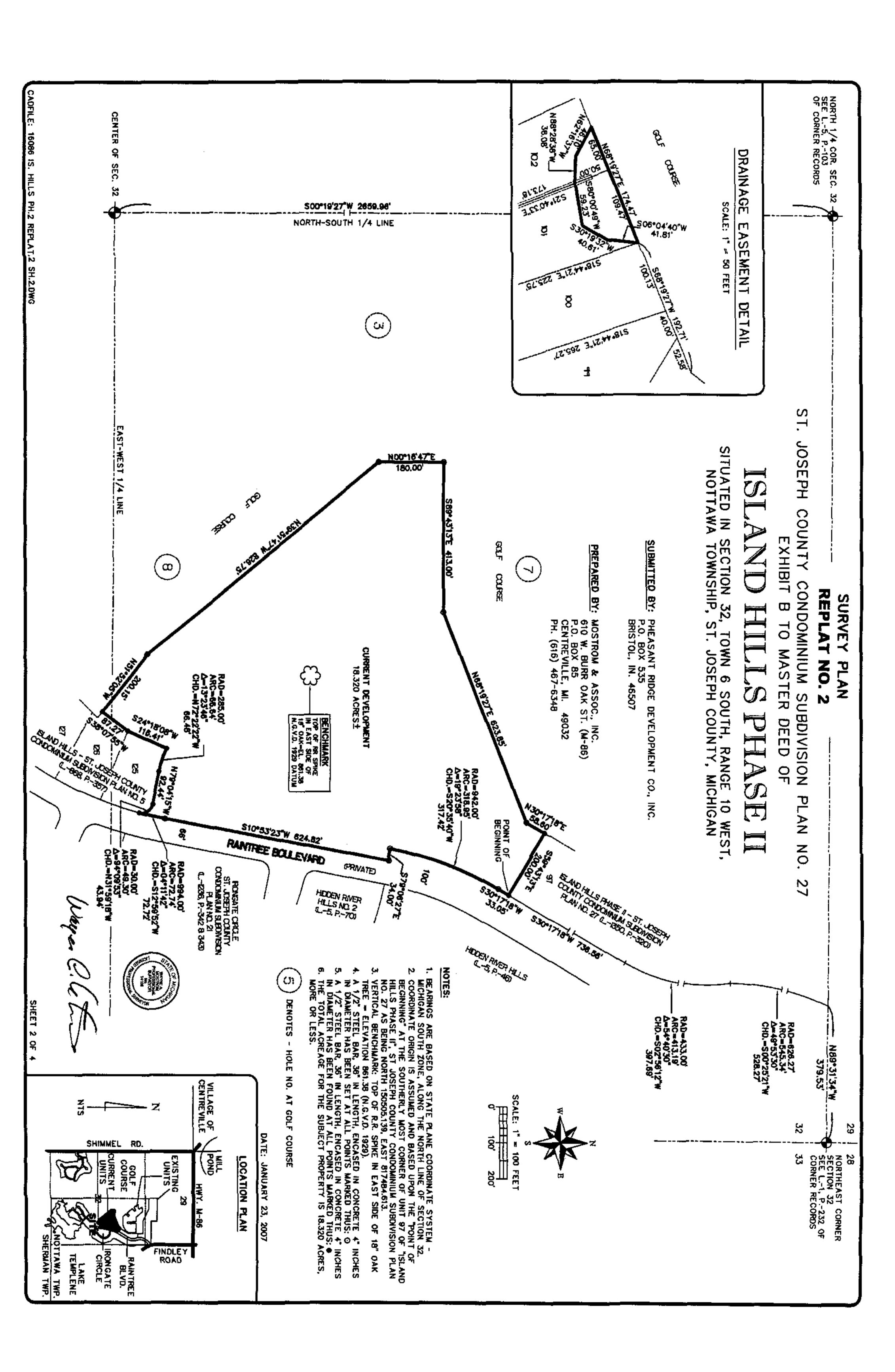
WAYNE A. MOSTROM
PROFESSIONAL LAND SURVEYOR NO. 14100
MOSTROM & ASSOC., INC.
610 W. BURR DAK ST.
CENTREVILLE, MI 49032

INDEX

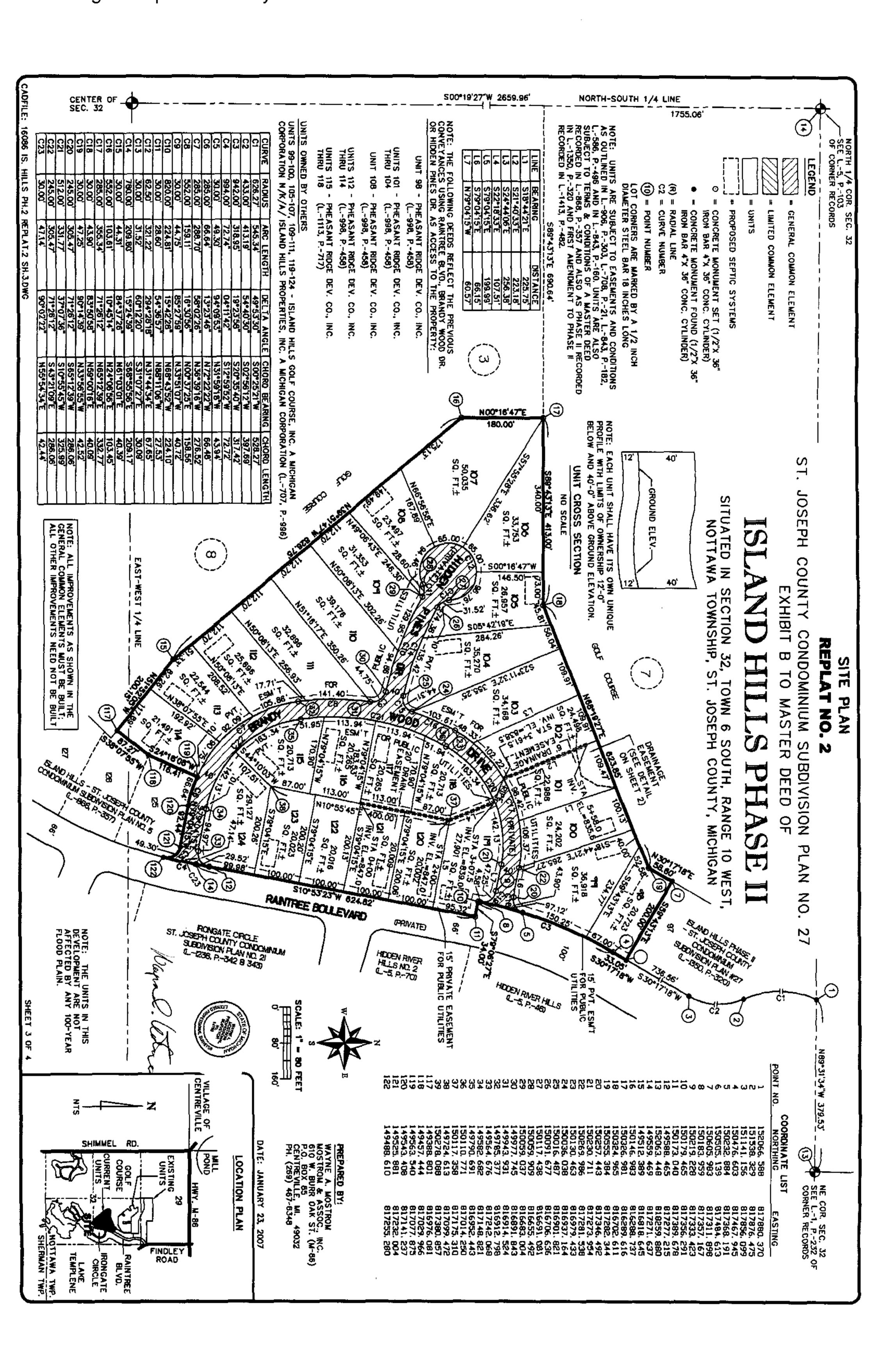
COVER SHEET SURVEY PLAN
SITE PLAN
UTILITY PLAN ۶ PROPERTY DESCRIPTION

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