

TENTH AMENDMENT TO MASTER DEED OF ISLAND IN THE HILLS CONDOMINIUM ASSOCIATION

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

Article VI, Section 3 is hereby replaced in its entirety with the following:

Section 3. Leasing and Rental. A Co-owner or the Developer, and its successors and assigns are prohibited from leasing or renting a Unit. **It is acknowledged that Michigan Law may at some time in the future overrule this prohibition. If that occurs, the following list of Association restrictions will apply:**

a. Prior to transitional control date. Prior to the Transitional Control Date, during the Development and Sales period, the Developer, or its successors or assigns, may lease any number of units to the Association in its discretion, on such terms as the Developer may desire.

b. Other leases. A Co-owner desiring to rent or lease a unit at any time, and the Developer desiring to rent or lease a unit at a time to which sub section a. above does not apply, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease or otherwise agreeing to grant possession of a unit to potential lessees or occupants, and, at the same, shall supply the Association with a copy of the exact written lease for the Association's review for its compliance with the Condominium Documents. A written

lease is required to be used and shall contain all agreed upon terms for the rental of the unit. The lease shall provide for a minimal term of at least three (3) months. The lease shall not be executed until it has been reviewed and approved by the Association. A copy of the executed lease shall be provided to the Association by the Co-owner or Developer who is leasing the unit.

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

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

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

2. Eviction. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for both eviction against the tenant or non-Co-owner occupant and, simultaneously, for money damages against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subsection may be by summary proceeding. The Association may hold both the tenant and Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the unit or project.

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

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

2. Initiate proceedings pursuant to subsection d(2) above.

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

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

ISLAND IN THE HILLS CONDOMINIUM Association

By: _____
Robert H. Griffioen, its Secretary

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

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

Dated: _____

/s/ _____

Notary public, State of Michigan, County of _____

My commission expires: _____

Prepared in the offices of:
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