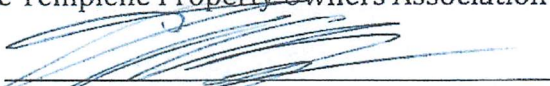


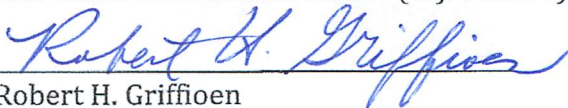
Raintree Snow Removal and Median Mowing Agreement

This Snow Removal and Median Mowing Agreement ("Agreement") is entered into among the Lake Templene Property Owners Association (the "Association"), Island Hills Condominium Association ("Phase I"), and Island Hills Phase II Condominium Association ("Phase II."). All items listed below are supported in detail on the worksheets that follow this page.

1. The Association shall be solely responsible for undertaking winter snow removal and summer median mowing obligations ("Expenses") with respect to the .88-mile-long portion of Raintree Boulevard owned by the Association. This portion begins at the East entrance at Findley Rd. and extends to the southwest borderline of lot 012 032 001 90. (See Exhibit "A" variations on the worksheet below.)
2. Association and Phase I & Phase II acknowledge that some [et al.] property owners are beyond the authority of Association and Phase I & Phase II.
3. Phase I and Phase II shall reimburse the Association an amount of \$1,041.07 toward the Expenses as they are incurred and paid by the Association. This includes an arbitrary amount of \$300.00 intended to be applied toward possible extra chemical treatments for de-icing of Raintree that would be in excess of what the snow removal contractor charges for snow removal *only*. Any leftover funds would be applied toward grass mowing of the medians on Raintree during the summer months. It is the Association's responsibility to provide documentation that the Expenses have been incurred and paid. Phase I and Phase II shall provide said reimbursement within 30 days after receipt of documentation but in no event more often than once per month.
4. Any property owner whose empty lot is on an ENTIRE road that is *not* plowed by its own governing condominium shall be exempt from the fair-share formula until it becomes necessary to plow that road.
5. This Agreement shall commence on December 31, 2020 and terminate on December 30, 2021; provided, however, that it shall automatically extend for subsequent one-year periods until terminated by either party upon 60 days written notice prior to expiration of the then-current term.
6. The parties acknowledge that the \$1,041.07 reimbursement amount is based on current ownership and development on all properties encompassed by this Agreement. If ownership and development changes, Association and Phase I & Phase II shall enter into good faith negotiations to revise the percentage amount, utilizing the same methodology utilized herein.

Signed on the dates set forth below.

Dated: Jan 19, 2021
By: 
Timothy Barron
Its: President

Dated: 1-19-2021
By: 
Robert H. Griffioen
Its: President

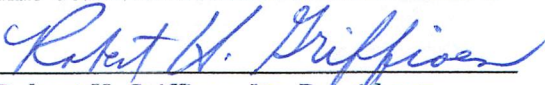
Dated: 1-19-2021
By: 
Robert H. Griffioen Its: President

Exhibit "A"

DETAILED WORKSHEET FOR:

Snow Removal and Median Mowing Agreement for Raintree Blvd.

dated December 26, 2020

This is a worksheet for Snow Removal and Raintree Blvd. Median Mowing ONLY. It defines how the actual fair-shares were determined on a pure "ACTUAL USERS PAY" basis for all CURRENT users of Raintree from Findley Rd. to the end of the cul de sac. It is entirely based on mathematical logic.

See EXHIBIT "A" variations below for text pictorial references.

There are 200 property owners who must ultimately access their property using Raintree Blvd. regardless of how they are differentiated. Phase I & Phase II property owners total 145. Association, et al. property owners total 55. If all 145 lots in Phase I & Phase II had *homes* on them, that would total 145 of 200 = 72.5%. Association, et al. property owners would be 55 of 200 = 27.5%. However, *at the time this agreement is being negotiated*, this is *not* the case. In practical reality, it is exactly the *opposite*. i.e. There are a total of 57 current "generic" property owners *with HOMES* using Raintree. 16 of 57 (28%) are Phase I and Phase II *home* owners. 41 of 57 (72%) are Association, et al. home owners.

At this time, the planned homes on the former Floyd Templin/Pauline Meehan/Gary Metz properties are not in the fair-share determination because access to those homes is planned to be from FINDLEY RD., not Raintree Blvd. **HOWEVER, IF ACCESS WAS TO BE FROM RAINTREE, THE HOMES BUILT WOULD BE REQUIRED TO BE ADDED TO THE FORMULA.** i.e. 200 would become 200 plus the number of homes built on the former Floyd Templin/Pauline Meehan/Gary Metz properties.

The purpose of this agreement is to establish fair share assessments for all property owners making up the 200 potential users. Therefore, to be practical in this intent, any property owner whose empty lot is on an ENTIRE road that is *not* plowed by its own governing condominium shall be exempt from the formula until it becomes necessary to plow that road. The **only** properties that would qualify for that exemption at the present time are the forty-four (44) lots on Gales Court which receive zero benefit from this agreement. To clarify, at *any* point in time, *when* a home is built on *any* of the 44 empty lots on Gales Court, requiring snow removal to commence on the road, a new share determination shall be made based on 200 property owners, not 156.

Association and Phase I & Phase II acknowledge that some property owners are beyond the authority of Association and Phase I & Phase II.



Forward:

RAINTREE BLVD. PROPERTY OWNER FACT SHEET:

(As of Feb. 22, 2019)

1. Association, owns Raintree Blvd. from its East entrance at Findley Rd. to the southwest borderline of lot 012 032 001 90. (See Exhibit "A" variations below) From that point continuing southwest to the end of the cul de sac is owned by Phase I and Phase II.
2. There are 200 total properties that require using RRAINTREE BLVD. to gain access. At the time this agreement was made, only a generic mix of fifty-seven (57) are *actual* users. i.e. Lots that have *homes* on them. One-hundred forty-three (143) are empty lots which are randomly spread throughout the community, with the exception of the segregated forty-four (44) empty lots on Gales Court. The Gales Court lots are currently being exempted from this agreement based on the following rationale, re-stated from above:

"The purpose of this agreement is to establish fair share assessments for all property owners making up the 200 potential users. Therefore, to be practical in this intent, any property owner whose empty lot is on an ENTIRE road that is *not* plowed by its own governing condominium shall be exempt from the "formula" until it becomes necessary to plow that road. The **only** properties that would qualify for that exemption at the present time are the forty-four (44) lots on Gales Court which receive zero benefit from this agreement. To clarify, at *any* point in time, *when* a home is built on *any* of the 44 empty lots on Gales Court, requiring snow removal to commence on the road, a new share determination shall be made based on 200 property owners, not 156.
3. As stated above, there are currently 200 total properties that require using RRAINTREE BLVD. to gain access.

57 have a generic mix of homes as follows:

- 11 are in Island Hills Condominium Phase II [260 group]
- 5 are in Island Hills Condominium Phase I. One (1) is LAKEFRONT Lot 145 [210 group]
- 13 are in Hidden River Hills No. 1 and all of them are LAKEFRONT [057 group]
- 14 are in Hidden River Hills No. 2 and all of them are LAKEFRONT [058 group]
- 14 (et al.) are **not members of ANY Condominium Assn.** [i.e. 032 "metes and bounds" group]
 - (3) Are on Grandview Isle are all LAKEFRONT. [Lots 032 099 02; 032 099 03; and 032 099 05]
 - (2) Are adjacent Southwest from the former Floyd Templin home (LAKEFRONT) [032 001 15 & 032 001 50]
 - (4) Extend Southwest beyond Hidden River Hills No. 2 and are LAKEFRONT [032 001 60, 70, 80, & 90]
 - (2) Are on the "land island" encircled by Raintree and Irongate Drive [032 001 24 and 032 001 25]
 - (2) Are **within** Island Hills Condominium Phase II (032 001 75 and 032 001 87)
 - (1) Terra 88, LLC (Floyd Templin's former home [032 001 10])


1/19/22

4. 143 are a generic mix of empty lots not counting LOT "A" on Grandview Isle with the 22 boat slips. For assessment purposes, LOT "A" is not counted because owners of the boat docks are already paying assessments on their condominium lots. Also, for assessment purposes, the 44 exempt lots on Gales Court are subtracted to arrive at a net 99 lots:

- 67 are in Island Hills Condominium Phase II [260 group]
- 16 are in Island Hills Condominium Phase I. Three (3) are LAKEFRONT [210 group]
- 2 empty lots are in Hidden River Hills No. 1 and are LAKEFRONT [057 group]
- 3 are in Hidden River Hills No. 2 and are all LAKEFRONT [058 group]
- 11 (et al.) are not members of ANY Condominium Assn. [i.e. 032 and 220 "metes and bounds" group]:
 - (1) Is on Grandview Isle is LAKEFRONT. [032 099 04]
 - (5) Are on the "land island" encircled by Raintree and Irongate Drive [220 001, 002, 003, 004, 005]
 - (1) Is on the "island" encircled by Raintree and Irongate Drive [032 001 35]
 - (3) Are within Island Hills Condominium Phase II [032 001 69]; [032 001 75]; [032 001 87];
 - (1) Terra 88, LLC (Former Gary Metz lot adjacent North to former Floyd Templin home [029 014 00]

5. For factual reference only, Hidden River Hills Nos. 1 and 2 existed PRIOR to Island Hills Golf Club and Island Hills Condominium Associations Phases I & II.

HOW SHARES WERE DETERMINED

Property owners consist of home owners or empty lot owners. For cost amortization purposes, a share is defined as follows:

Non-exempt empty Lot = 1 share

Lot with home = 2 shares

Therefore, from the above PROPERTY OWNER FACT SHEET:

99 net grand total of generic non-exempt empty lots x 1 = 99 shares. (i.e. 143- 44 exempted = 99)

57 grand total of generic homes x 2 = 114 shares

99 + 114 = 213 Grand Total shares COMBINED for Association + Phase I + Phase II + et al. beyond these jurisdictions.

Association, et al. home owners total 41 x 2 = 82 Shares

Association, et al. empty lot owners total 16 x 1 = 16 Shares

Grand Total of Association, et al. property owners is 98 Shares

Phase I and Phase II homes total 16 x 2 = 32 Shares

Phase I and Phase II empty lot owners total is 83 x 1 = 83 Shares

Total of Phase I and Phase II is 115 Shares

Grand total shares all property owners = 98 + 115 = 213

 1/19/27

DETERMINATION OF ASSESSMENT COST PER SHARE:

Snow Plowing cost for entire length of Raintree: **(Does not include Grandview Court or Grandview Isle)**

For the upper Raintree length of .66 miles from Findley Rd. to the 2nd LEFT turn onto Irongate:
LTPOA contractor charges \$2700 per mile X .66 miles = \$1782.00 (Irongate plowing is NOT included in this amount since it is not a "common element" to the negotiating parties.)

The lower Raintree length of .31 miles from 2nd LEFT turn onto Irongate to the end of the cul de sac:
Phase I & Phase II contractor charges \$2186 per mile X .31 miles = \$678.00

The Total COMBINED snow plowing cost of **BOTH** contractors on Raintree = \$678.00 + \$1,782.00 = **\$2,460.00**

FAIR-SHARE AMOUNT DETERMINATION

For the upper Raintree length of .66 miles, (Ref. "Y" on attached map.) the snow plowing cost of \$1,782.00 is divided by 213 [total shares] which equals **\$8.37** per share.

The total share cost for Phase I & Phase II is 115 x \$8.37 = **\$962.55**

Phase I & Phase II pay their contractor **\$480.92** to plow the lower Association owned .22 mile length of Raintree. (Ref. "Z" on attached map.) Of that amount, the Association, et al. fair-share amount is \$221.48. To clarify, the Phase I & Phase II contractor charges \$2,186.00 per mile x .22 miles = **\$480.92**. Divide that by 213 total shares equals \$2.26 per share. Then, \$2.26 x 98 Association, et al. shares = \$ 221.48, which is **owed to Phase I & Phase II** for payment to their contractor. Therefore **\$962.55 - \$221.48 = \$741.07** is owed to Association for snow removal only.

Phase I & Phase II is *additionally* contributing an arbitrary amount of **\$300.00** toward possible extra chemical treatments for de-icing of Raintree that would be in excess of what the snow removal contractor charges for snow removal only. Any leftover funds would be applied toward grass mowing of the medians on Raintree during the summer months.

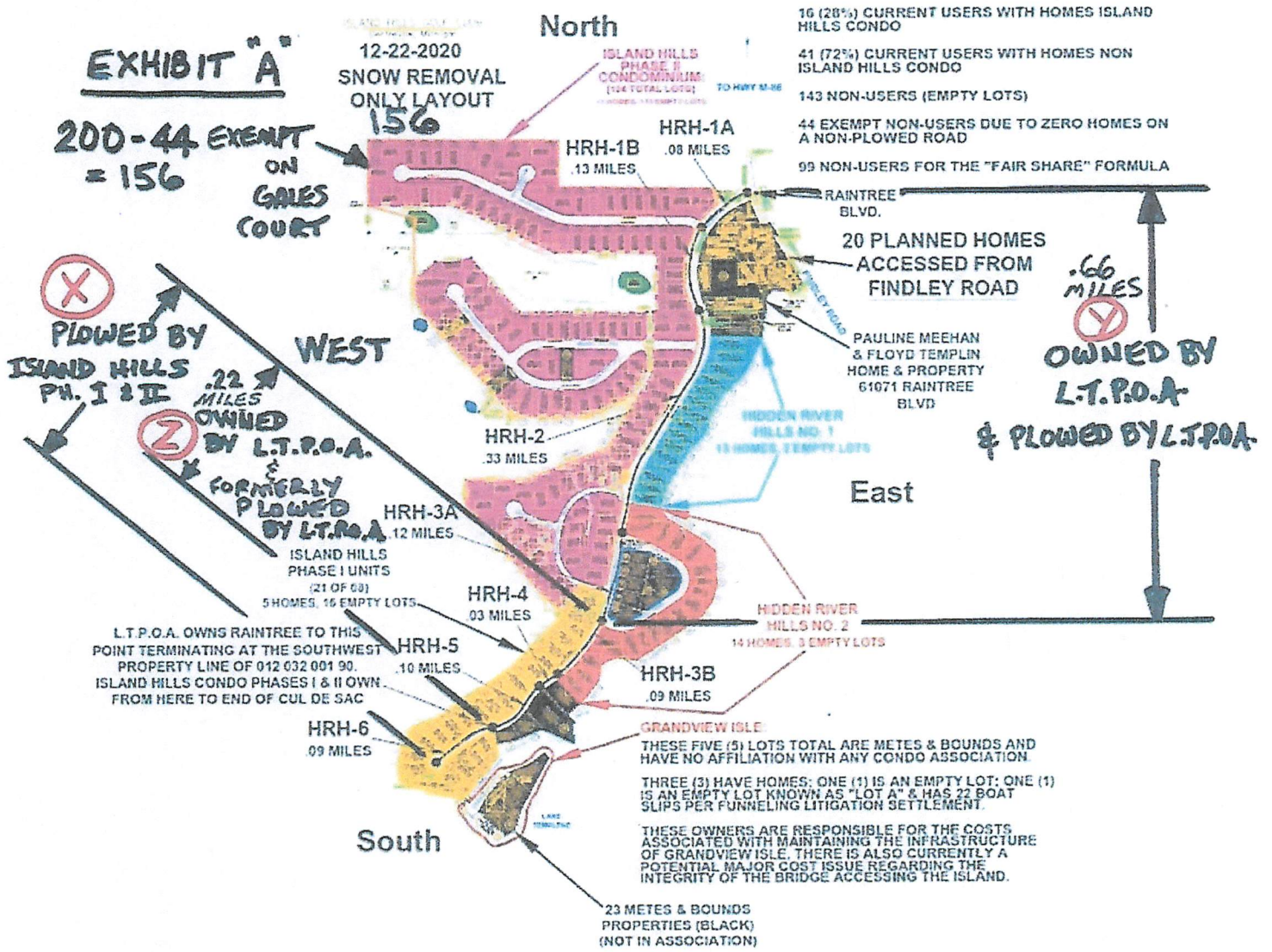
FINAL SUMMARY RECONCILIATION AFTER ALL CORRECTIONS:

- The upper Raintree length of .66 miles (Ref. "Y" on attached map) from Findley Rd. to the 2nd LEFT turn onto Irongate (Ref. "Y" on attached map) Snow Plowing Cost = **\$1,782.00**
- Of that amount, the total cost for Island Hills Condo Phases 1 & 2 = 115 x \$8.37 = **\$962.55**
- The non-Phase I & II amount of **\$221.48** is owed to Phase I & II for payment to **their** contractor. Subtracting this from **\$962.55** leaves a net amount owed to L.T.P.O.A. of **\$741.07**
- Phases I & II will agree to contribute the arbitrary amount of **\$300.00** toward grass mowing of the medians on Raintree.
- **\$741.07 + \$300 = \$1,041.07 Fair -share payment to Association**

This SUMMARY is the result corrections made which were based on inadvertent errors discovered in the original calculations used to determine the \$1,700 amount in the previous proposed agreement.



(EXHIBIT "A")



[Handwritten signature]
1/19/21

(EXHIBIT "A" ENLARGED FOR CLARITY)

(EXHIBIT "A" CLEAN WITH NO MARKUPS)

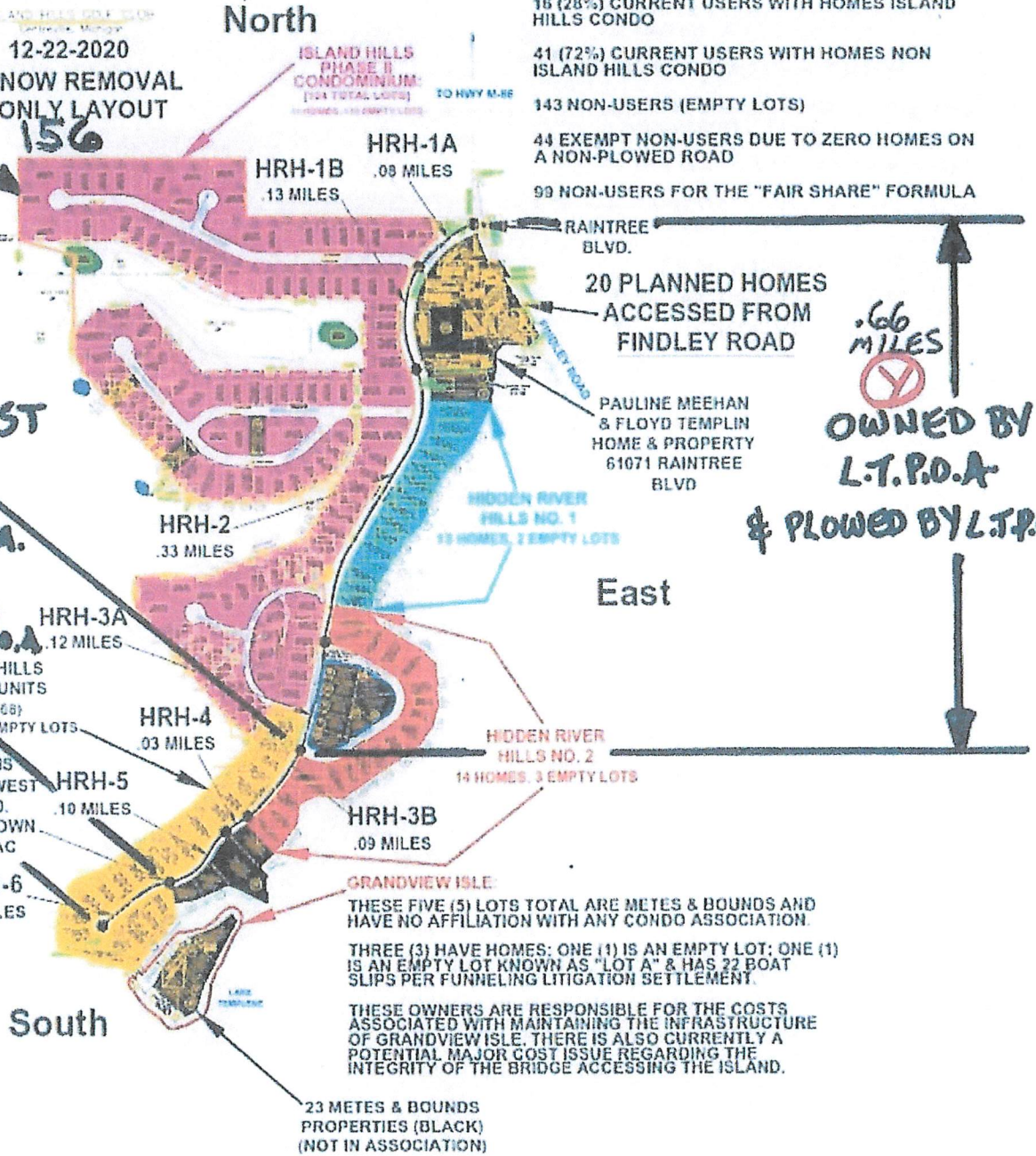
EXHIBIT "A"

200-44 EXEMPT ON GALES COURT = 156

12-22-2020 SNOW REMOVAL ONLY LAYOUT 156

PLOWED BY ISLAND HILLS PH. I & II
OWNED BY L.T.P.O.A. & FORMERLY PLOWED BY L.T.P.O.A.

L.T.P.O.A. OWNS RAINTREE TO THIS POINT TERMINATING AT THE SOUTHWEST PROPERTY LINE OF 012 032 001 90. ISLAND HILLS CONDO PHASES I & II OWN FROM HERE TO END OF CUL DE SAC



- 16 (28%) CURRENT USERS WITH HOMES ISLAND HILLS CONDO
- 41 (72%) CURRENT USERS WITH HOMES NON ISLAND HILLS CONDO
- 143 NON-USERS (EMPTY LOTS)
- 44 EXEMPT NON-USERS DUE TO ZERO HOMES ON A NON-PLOWED ROAD
- 99 NON-USERS FOR THE "FAIR SHARE" FORMULA

.66 MILES
OWNED BY L.T.P.O.A. & PLOWED BY L.T.P.O.A.

1/19/21



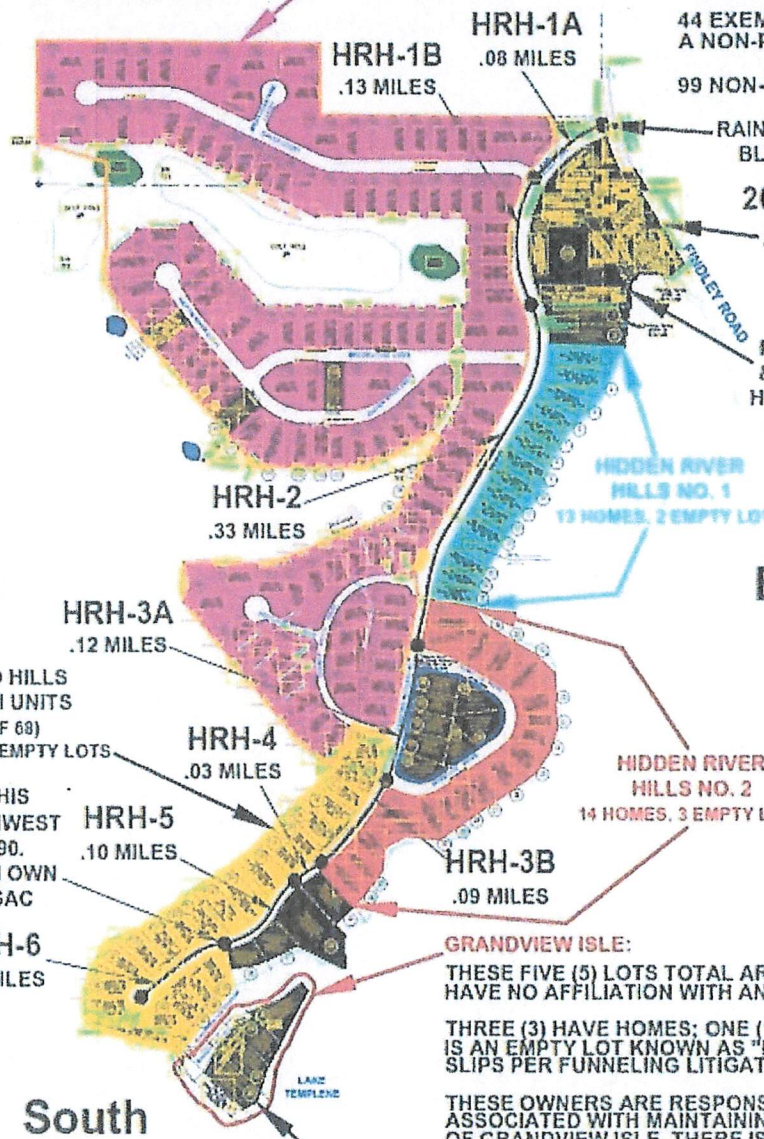
ISLAND HILLS GOLF CLUB
Centerville, Michigan

12-22-2020
SNOW REMOVAL
ONLY LAYOUT

North

ISLAND HILLS
PHASE II
CONDOMINIUM:
(124 TOTAL LOTS)
FINISHED: 112 EMPTY LOTS

- 16 (28%) CURRENT USERS WITH HOMES ISLAND HILLS CONDO
- 41 (72%) CURRENT USERS WITH HOMES NON ISLAND HILLS CONDO
- 143 NON-USERS (EMPTY LOTS)
- 44 EXEMPT NON-USERS DUE TO ZERO HOMES ON A NON-PLOWED ROAD
- 99 NON-USERS FOR THE "FAIR SHARE" FORMULA



20 PLANNED HOMES
ACCESSED FROM
FINDLEY ROAD

PAULINE MEEHAN
& FLOYD TEMPLIN
HOME & PROPERTY
61071 RAINTREE
BLVD

HIDDEN RIVER
HILLS NO. 1
13 HOMES, 2 EMPTY LOTS

HIDDEN RIVER
HILLS NO. 2
14 HOMES, 3 EMPTY LOTS

GRANDVIEW ISLE:
THESE FIVE (5) LOTS TOTAL ARE METES & BOUNDS AND
HAVE NO AFFILIATION WITH ANY CONDO ASSOCIATION.
THREE (3) HAVE HOMES; ONE (1) IS AN EMPTY LOT; ONE (1)
IS AN EMPTY LOT KNOWN AS "LOT A" & HAS 22 BOAT
SLIPS PER FUNNELING LITIGATION SETTLEMENT.

THESE OWNERS ARE RESPONSIBLE FOR THE COSTS
ASSOCIATED WITH MAINTAINING THE INFRASTRUCTURE
OF GRANDVIEW ISLE. THERE IS ALSO CURRENTLY A
POTENTIAL MAJOR COST ISSUE REGARDING THE
INTEGRITY OF THE BRIDGE ACCESSING THE ISLAND.

23 METES & BOUNDS
PROPERTIES (BLACK)
(NOT IN ASSOCIATION)

L.T.P.O.A. OWNS RAINTREE TO THIS
POINT TERMINATING AT THE SOUTHWEST
PROPERTY LINE OF 012 032 001 90.
ISLAND HILLS CONDO PHASES I & II OWN
FROM HERE TO END OF CUL DE SAC

ISLAND HILLS
PHASE I UNITS
(21 OF 68)
5 HOMES, 16 EMPTY LOTS

West

East

South