

AMENDED MASTER DEED

TOWER HARBOR CONDOMINIUM ASSOCIATION

(Prepared in accordance with Act 59 of
Public Acts of 1978, as amended)

This Amended Master Deed is made and executed on the ____ day of _____ 2016, by Tower Harbor Condominium Association, a Michigan Corporation, hereinafter referred to as "Association", located at the current management company c/o Cornerstone, 9 East Main Street, Zeeland, Michigan 49464, represented herein by its President and Secretary, who are fully empowered and qualified to act on behalf of the corporation in pursuance of the provisions of the Condominium Act, being Act 59 of the Public Acts of 1978, as amended, hereinafter referred to as the "Act".

W I T N E S S E T H

Whereas, the Association desires by recording this Amended Master Deed, together with the Amended 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 thereon, and the appurtenances thereto, as a condominium project under the provisions of the Act,

Now, therefore, the Association does, upon the recording hereof, shall 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 Association, its successors and assigns and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Tower Harbor Condominium. The architectural plans for the project were approved by the Village of Douglas, County of Allegan, and State of Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a common

element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his/her unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

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

A description of part of Government Lot 5, Northwest 1/4, Section 16, Town 3 North, Range 16 West, Village of Douglas, Saugatuck Township, Allegan County, Michigan, including also Lots 40 through 44 and part of Lot 39, of Terrace Park Heights, according to the recorded Plat thereof, more exactly described as:

Commencing at a point which is 866.90 feet North and 33.00 feet East of the West 1/4 corner of said Section 16, being a point on the Easterly right-of-way of Ferry Street and the Northerly right-of-way of West Shore Court and with bearings reference to the West line of said Northwest 1/4 as North; thence proceeding 33 feet East of said Section line 754.97 feet; thence North 60 degrees 13 minutes 02 seconds East, 328.50 feet; thence North 80 degrees 32 minutes 30 seconds East 160.78 feet; thence South 69 degrees 16 minutes 20 seconds East 292.61 feet; thence South parallel to said Section line 233.71 feet; thence South 49 degrees 00 minutes 00 seconds West 455.00 feet; thence South, parallel to said Section line, 305.00 feet to a point on said Northerly right-of-way; thence South 89 degrees 25 minutes 15 seconds West along said Northerly right-of-way 374.00 feet to the point of beginning. Containing 10.85 acres more or less, TOGETHER WITH A PERMANENT EASEMENT DESCRIBED AS FOLLOWS:

Part of the Northwest 1/4 of Section 16, Town 3 North, Range 16 West, Village of Douglas, Saugatuck Township, Allegan County, Michigan, to be used for purposes of ingress and egress to the above-described premises from the public highway by Tower Development Corporation, and its assigns, including members of the Tower Harbor Condominium Owners Association, more exactly described as:

Commencing at a point on the Northerly right-of-way of West Shore Court which is 866.90 feet North and 407 feet East of the West 1/4 corner of said Section 16; with bearings referenced to the West line of said Section as North; thence proceeding North parallel to said West section line, 305.00 feet; thence North 49 degrees 00 minutes 00 seconds East,

85.00 feet; thence South 41 degrees 00 minutes 00 seconds East, 100.00 feet; thence South 49 degrees 00 minutes 00 seconds West 84.49 feet; thence South parallel to said West section line, 229.10 feet to a point on said South 89 degrees 25 minutes 15 seconds West 66.00 feet to the place of beginning. Containing 0.60 acres more or less.

The following easements on the above-described parcel were recorded in the office of the Register of Deeds for Allegan County, Michigan:

Easement granted to Allegan County Department of Public Works, dated February 18th, 1980 recorded in Liber 974, pages 61 and 62, Allegan County Records; and

Easement granted to Consumers Power Company, dated May 14th, 1962, recorded in Liber 661, pages 483 and 484, Allegan County Records.

The Second Amendment dated March 22, 1987, described real property included within Tower Harbor Condominiums:

Commencing at a point which is 866.90 feet North and 33.00 feet East of the West 1/4 corner of Section 16, Town 3 North, Range 16 West, being a point on the Easterly right of way of Ferry Street and the Northerly right of way of West Shore Court and with bearings referenced to the West line of said Northwest 1/4 as North, thence North along said Easterly right of way of Ferry Street 754.97 feet to the Place of beginning of this description, thence North 60°-13"-02" East 328.50 feet, thence South 65°-41'-05" West 312.86 feet to said Easterly right of way, thence South along said right of way 34.17 feet to the Place of Beginning.

The Third Amendment dated February 26, 1989 deleted the following property:

Commencing at a point which is 866.90 feet North and 33.00 feet East of the West 1/4 corner of Section 16, Town 3 North, Range 16 West, being a point on the Easterly right of way of Ferry Street and the Northerly right of way of West shore Court and with bearings referenced to the West line of said Northwest 1/4 as North, thence North along said Easterly right of way of Ferry Street 754.97 feet to the Place of beginning of this description, thence North 60° 13' 02" East 328.50 feet, thence South 65° 41' 05" West 312.86 feet to said Easterly right of way, thence South along said right of way 34.17 feet to the Place of Beginning.

The Third Amendment legal description is as follows:

Commencing at a point which is 866.90 feet North and thence North 60° 13' 02" East, 328.50 feet; thence North 80° 32' 30" East, 160.78 feet; thence South 69° 16' 20" East, 292.61 feet; thence South, parallel to said

Section Line, 233.71 feet; thence South 49° 00' 00" West, 455.00feet; thence South, parallel to said Section Line, 305.00 feet to a point on said Northerly right of way; thence South 89° 25' 15" West, along said Northerly right of way, 374.00 feet to the Point of beginning.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other Articles of Incorporation and corporate By-Laws and Rules and Regulations of Tower Harbor Condominium Owners Association, a Michigan non-profit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interest in Tower Harbor Condominium, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- (a) The "Act" means the Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- (b) "Association of Co-Owners" means Tower Harbor Condominium Owners Association, the non-profit corporation organized under Michigan law of which all co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association of Co-Owners shall be exercised by the Board of Directors of said corporation unless specifically reserved to the members by the Condominium documents or the laws of the State of Michigan.
- (c) "Condominium By-Laws" means the required set of By-Laws for the Condominium Project attached to this Master Deed as Exhibit "A", setting forth the substantive rights and obligations of the co-owners.
- (d) "Association By-Laws" means the corporate By-Laws of Tower Harbor Condominium Owners Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- (e) "Condominium Unit" or "Unit" means a portion of the Condominium Project designed and intended for separate ownership and use as described in this Master Deed and the exhibits attached hereto and intended for residential use.
- (f) "Condominium Documents" means the Master Deed recorded pursuant to this Act and any other instrument referred to in the Master

Deed or By-Laws which affect the rights and obligations of a co-owner in the condominium.

(g) "Condominium Project" means the Tower Harbor Condominium Project, as established and approved in conformance with Act 59, Public Acts of 1978, as amended.

(h) "Condominium Subdivision Plan" means the site, survey, utility plans; floor plans, flood plain plans; and sections, as appropriate, showing the existing and proposed structures and improvements, including the location thereof on the land. The Condominium Subdivision Plan shows the size, location, area and horizontal boundaries of each unit as well as vertical boundaries and volume for each unit comprised of enclosed air space. A number is assigned to each condominium unit. The Condominium Subdivision Plan includes the nature, location and approximate size of common elements. The Condominium Subdivision Plan is attached hereto and marked as Exhibit "B".

(i) "Co-Owners" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns a condominium unit within the Condominium Project. The term "owner" whenever used shall be synonymous with the term "Co-Owner".

(j) "Common Elements" means the portions of the Condominium Project other than the Condominium Units.

(k) "General Common Elements" means the common elements excluding the limited common elements.

(l) "Limited Common Elements" means a portion of the common elements reserved in the Master Deed for the exclusive use of less than all of the co-owners.

(m) "Master Deed" means the Condominium Document recording the Condominium Project as approved by the Administrator to which are attached as Exhibit and incorporated by reference the approved By-Laws for the Project and the approved Condominium Subdivision Plan for the Project.

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

ARTICLE IV

COMMON ELEMENTS

The common elements of the project described in Exhibit "B" attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

A. The general common elements are:

- (1) The land described in Article II hereof, including driveways, sidewalks, unassigned parking spaces and convertible area;
- (2) The electrical wiring network within unit walls, up to the point of connection with electrical fixtures within any unit;
- (3) The gas line network throughout the project, including that contained within unit walls, up to the point of connection with gas fixtures within any unit;
- (4) The telephone and cable television wiring network throughout the project, including that contained within unit walls, up to the point of connection with appliances within any unit;
- (5) The plumbing network throughout the project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;
- (6) The water distribution system and sanitary system throughout the project;
- (7) Foundations, supporting columns, walls as shown on Exhibit "B" (including windows and doors therein), roof, ceilings, floors and chimneys;
- (8) Such other 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.

B. The limited common elements are:

- (1) Each individual porch and patio area in the project is restricted in use to the co-owner of the unit which is attached to such porch and patio area as shown on Exhibit "B" hereto;

(2) The interior surfaces of unit perimeter walls (including windows and doors therein), ceilings and floors contained within a unit, including its basement, shall be subject to the exclusive use and enjoyment of the co-owner of such unit;

(3) Additional limited common elements are the brick divider wall, storage area between patios, and the assigned parking spaces shown with the number of the unit to which it is assigned, as indicated on Exhibit "B".

C. The respective responsibilities for the maintenance, decoration, repair and replacement of limited common elements are as follows:

(1) The costs of maintenance, repair and replacement of each porch and patio area described in Article IV B(1) above, and all improvements including building additions made by the co-owner with the approval of the board, shall be borne by the owner of the unit to which such limited common elements respectively appertain; provided, however, any fences or plantings between patios installed by the Association or the Association shall be maintained, repaired and replaced by the Association.

(2) The costs of decoration and maintenance of all surfaces referred to in Article IV B(1) and (2) above shall be borne by the co-owner of each unit to which such limited common elements are pertinent.

(3) The cost of maintenance, repair and replacement of all general and limited common elements other than as described above shall be borne by the Association.

(4) The Fourth Amendment approved on June 10, 1999 allowed the building of thirty-six (36) detached garages which must be owned by a unit owner and must be transferred when the unit is sold to an owner of a condominium unit in the project.

No co-owner shall use his/her unit or the common elements in any manner inconsistent with the purposes of the project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his/her unit or the common elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the project is described in this paragraph with reference to the Condominium Subdivision Plan of Tower Harbor Condominium as surveyed by Sternaman & Associates and attached hereto as Exhibit "B". The dimensions shown on

unit plans in Exhibit "B" have been, or will be physically measured by a registered engineer. In the event that the dimensions on the measured plan of any specific unit differ from the dimensions from a typical floor plan for such unit shown in Exhibit "B", then the typical floor plan for such unit shall be deemed to be atomically changed for such specific unit in the same manner and to the same extent as the measured plan. Building elevations are shown in detail in architectural plans on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce. The Project consists of 61 units, which includes one unbuilt building (building 13) with two units, 58 and 59, which may be consolidated into one unit with the approval of the Board of Directors.

B. There is hereby assigned to each unit a percentage of value equal to all other units in the project. The total percentage value of the project shall be 100 and the percentage of value assigned to each unit shall be determined by dividing the total number of units built into the project total percentage of 100. The percentage of value assigned to each unit shall be determinative of the co-owner's ownership in the project and of the proportionate share of each respective co-owner of the proceeds and expenses of the administration and the value of each co-owner's vote at meetings of the Association of Co-Owners. Each unit shall always have the same percentage of value as every other unit, and this provision may only be changed with the prior written approval of each institutional holder of the first mortgage lien on any unit in the project and with the unanimous consent of all of the co-owners expressed in an amendment to this Amended Master Deed, duly approved and recorded.

ARTICLE VI

EASEMENTS

Easements for Maintenance and Related Matters.

(1) If all or any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling or moving of a building, or of a foundation or support, or due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, reciprocal easements, respectively benefiting and burdening each such unit or common element, shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction.

(2) Perpetual easements shall also exist to, through, over, under and across the Condominium Premises, including all units and interior walls, (a) in favor of the Association and all co-owners for the maintenance and repair (including replacement) of common elements and (b) in favor of the various utility companies providing service, as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power, sewer, water, security system, cable TV system, storm water discharge and detention and communications, which utilities are sometimes collectively referred to in the Article VI as "utilities" or "utility services".

(3) 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.

ARTICLE VII

AMENDMENTS

A. Board of Directors Approval.

An amendment to the Master Deed shall not be effective unless approved by the Board of Directors and recorded in the office of the Allegan County Register of Deeds. A copy of the recorded amendment shall be on file with the Board of Directors, and a copy delivered to each co-owner of the project.

B. Material Alterations.

With the exception of percentage of value, the condominium documents may be amended for a proper purpose, even if the amendment will materially alter or change the rights of the co-owners, mortgagees, or other interested parties with: (1) approval of the Board of Directors; (2) consent of sixty-six and two-thirds percent (66-2/3%) of the votes of the co-owners for material changes; however, a co-owners Condominium Unit dimensions or appurtenant limited common elements may not be modified without co-owner's consent. Co-owners and mortgagees of record shall be notified of proposed amendments under this subsection before filing with the Board of Directors.

C. Costs of Amendment.

The person causing or requesting an amendment shall be responsible for the costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of co-owners, costs of which are expenses of administration.

ARTICLE VIII

TERMINATION OF THE PROJECT

A. Ownership after Termination.

Upon recordation of an instrument terminating a Condominium Project or termination under the Condominium Act, the property constituting the Condominium Project shall be owned by the co-owners as tenants in common in proportion to their respective undivided interest 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.

Upon recordation of an instrument terminating a Condominium Project or under the Condominium Act, any rights the co-owners may have to the assets of the Association of Co-Owners shall be in proportion to their respective undivided interest in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium documents and the Condominium Act.

Witnesses:

| | | |
|-------|---|--------------------------|
| _____ |) | TOWER HARBOR CONDOMINIUM |
| () |) | ASSOCIATION, |
| _____ |) | A MICHIGAN CORPORATION |
| () |) | |
| _____ |) | By _____ |
| () |) | Its President |
| _____ |) | By _____ |
| () |) | Its Secretary |

STATE OF MICHIGAN)
)
 COUNTY OF ALLEGAN)

On this _____ day of _____, 2014, before me, a Notary Public in and for said County, personally appeared _____ and _____, to me personally known, who being by me duly sworn did each for himself say that they are respectively the President and Secretary of the Tower Harbor Condominium Association, a Michigan Corporation, the Corporation named in the foregoing instrument; and the said instrument was signed on behalf of said Corporation by authority of its Board of Directors; and said _____ and _____ acknowledged said instrument to be the free act and deed of said Corporation.

 Notary Public, Allegan County, Michigan

 My commission expires _____

AMENDED TOWER HARBOR CONDOMINIUM

ASSOCIATION BYLAWS

ARTICLE I

ADOPTION OF THE CONDOMINIUM ASSOCIATION BYLAWS

The Amended Bylaws of the Tower Harbor Condominium (hereinafter referred to as the Condominium Bylaws shall be provided to every association member.

ARTICLE II

MEETINGS

Section 1. Place and Procedure: Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. 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 Bylaws of the Corporation, or the Condominium Master Deed or the law of the State of Michigan.

Section 2. Annual Meeting: The date of the Annual Meeting will be the last Saturday of June. The Time and place shall be set by the Board of Directors, and at least ten (10) days' written notice. At such meetings the Board of Directors shall be elected by ballot of the co-owners. The co-owners may also transact at annual meetings such other business of the corporation as may properly come before them.

Section 3. Special Meetings: 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 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 as a special meeting except as stated in the notice.

Section 4. Notice Requirement: 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.

Section 5. Adjournment: If any meeting of co-owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) days from the time the original meeting was called.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Board of Directors: The business, property and affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) persons nor more than seven (7) members. The Board of Directors shall be elected for staggered terms of three (3) years at each annual meeting of the Association and at any meeting of the Association called by the Board of Directors for the particular purpose of electing directors. The terms of the current Directors shall be established by the Board of Directors after the Amended Master Deed and Amended Bylaws become effective.

Section 2. Powers and Duties: The Board of Directors shall have the powers and duties as set forth in the Condominium Bylaws.

Section 3. Vacancies in the Board of Directors: Vacancies in the Board of Directors 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 the remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a director until a successor is elected in the next Annual Meeting of the Association to complete the term.

Section 4. Removal of a Director: At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the co-owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 5. Directors' Regular Meetings: Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone, or email, at least ten (10) days prior to the date named for such meetings.

Section 6. Special Meetings of Directors: 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 email, which notice Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one director.

Section 7. Waiver of Notice by Attendance: Before, after, 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 shall be deemed a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Quorum Requirement: 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. A director may join in the action of a meeting by signing and concurring in the minutes thereof, and said director shall be counted for purposes of determining a quorum.

Section 9. Directors' Fidelity Bonds: The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE IV

OFFICERS

Section 1. Association of Officers: The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, Secretary and Treasurer. The directors may appoint such other officers as in their judgment may be necessary. Any two offices, except that of President, may be held by one person.

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

Section 3. Removal of Officers: Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

Section 4. Presidential Powers and Duties: 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 affairs of the Association.

Section 5. Secretarial Duties: 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/she shall have charge of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all duties incidental to the office of Secretary.

Section 6. Duties of the Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association and in such depositaries as may, from time to time, be designated by the Board of Directors.

Section 7. Other Duties Assigned Officers: The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V

CORPORATE SEAL

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

ARTICLE VI

FINANCE

Section 1. Condominium Bylaws Govern Financial Arrangement: The finances of the corporation shall be handled in accordance with the Condominium Bylaws.

Section 2. Fiscal Year: The fiscal year of the corporation shall be an annual period commencing on such date as may be initially determined by the Directors for accounting reasons or other good cause.

Section 3. Banking Function: The funds of the corporation shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

ARTICLE VII

AMENDMENTS

Section 1. Major Vote Requirement: The Condominium Bylaws may be amended by the Association at a duly constituted meeting for such purposes, by an affirmative vote of a simple majority of the co-owners present in person, by proxy or written vote as such vote is defined in the Condominium Bylaws.

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

Section 3. Meeting to Consider Amendment: Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called by the Board of Directors.


Section 4. Co-owner Copies: A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption.

Section 5. Effective Date: Any amendment to these Bylaws shall become effective upon adoption by the Board of Directors, and after a copy is delivered or mailed to each co-owner.

ARTICLE VIII

COMPLIANCE

These Bylaws are set forth to comply with the requirements of Act No. 284 of the Public Acts of Michigan of 1972, as amended, Act No. 59 of the Public Acts of Michigan of 1978, as amended, and with the duly recorded Amended Master Deed of the Condominium and Exhibits "A" and "B" attached thereto. In case any of these Bylaws conflict with the provisions of said statute or with the provisions of said Master Deed or the Exhibits thereto, the provisions of the statute and the Master Deed shall be controlling.

| | | |
|--|-----------|----------|
|  <p>INTERNATIONAL & ASSOCIATES, INC. 2000 W. 10th Avenue Suite 100 Denver, CO 80202 303-733-0000</p> | | TO CO |
| N/A | JAN. 1980 | CO |
| 1. <u>INTERNATIONAL & ASSOCIATES, INC.</u> 2. <u>2000 W. 10th Avenue</u> 3. <u>Suite 100</u> 4. <u>Denver, CO 80202</u> 5. <u>303-733-0000</u> | | |

$$x = \frac{1}{2} \left((1 + \sqrt{5}) \frac{(a+b)}{2} + (1 - \sqrt{5}) \frac{(a-b)}{2} \right) = \frac{1}{2} \left((1 + \sqrt{5}) \frac{(a+b)}{2} + (1 - \sqrt{5}) \frac{(a-b)}{2} \right)$$

NOTES TO THE MEMBERS OF THE BOARD OF DIRECTORS

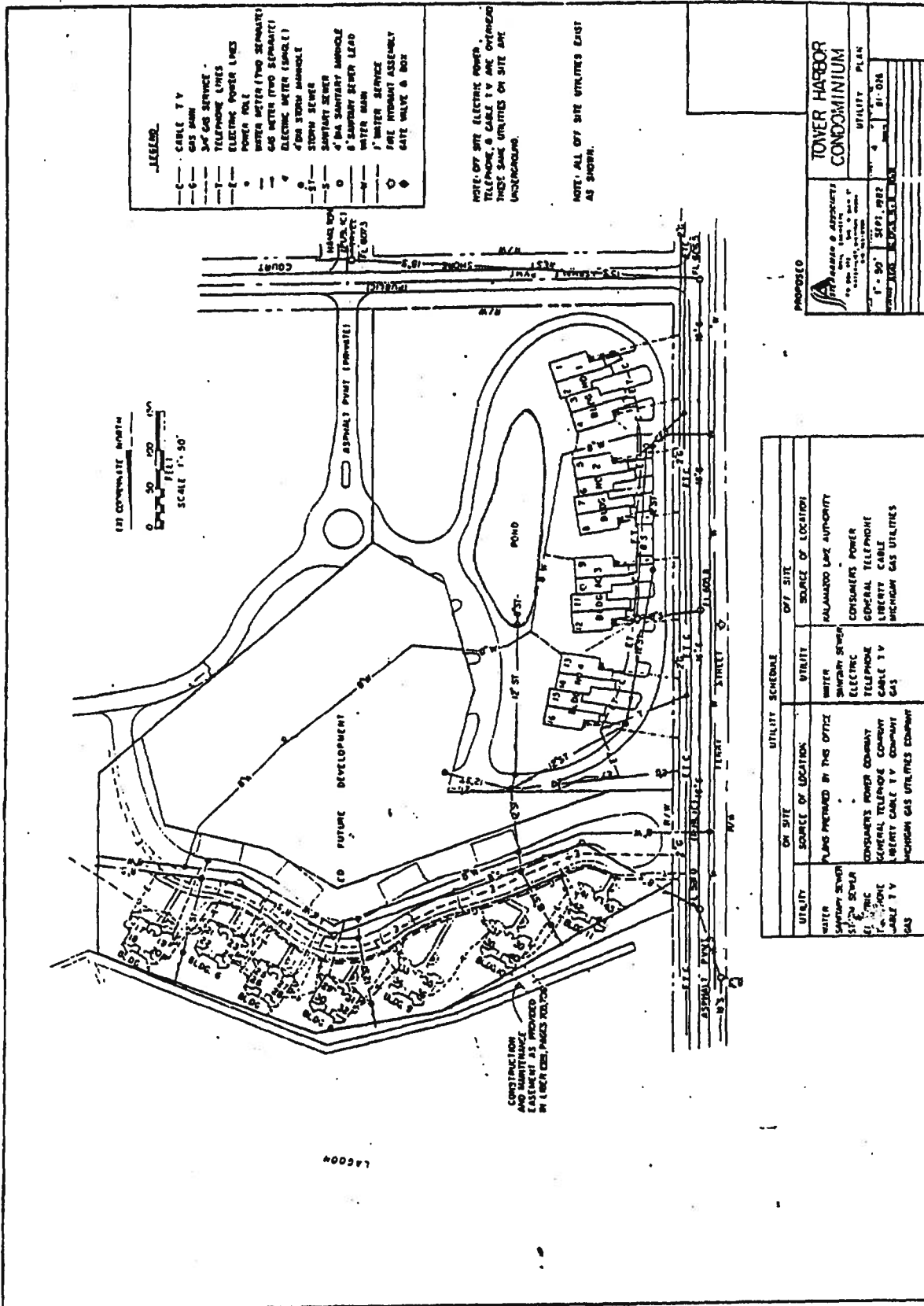
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4. What is the effective date of repayment?

SEVEN
THE
CULMINATING
THEM "KUST BE BUILT" IN THE
THROAT

PROPOSED RE-PLAT NO. 5 DATED: 6-2-

SITE PLAN



COORDINATES

| UNIT | 1 | 2 | 3 | 4 |
|------|---------|---------|-----|---|
| 1 | 1327 76 | 1280 09 | 127 | |
| 2 | 702 04 | 78 97 | 70 | |
| 3 | 1436 00 | 1438 12 | 140 | |
| 4 | 718 00 | 78 33 | 71 | |
| 5 | 1574 84 | 1577 33 | 157 | |
| 6 | 753 35 | 749 84 | 75 | |

BUILDING COORDINATE
THE BUILDING PA

BUILDING WALLS ARE

ROOF
BY
WALL - CEILING
FLOOR - CHINA
SLOPE
AREA
CEILING
LIMIT

ROOF
BY
WALL - CEILING
FLOOR - CHINA
SLOPE
AREA
CEILING
LIMIT

ROOF
BY
WALL - CEILING
FLOOR - CHINA
SLOPE
AREA
CEILING
LIMIT

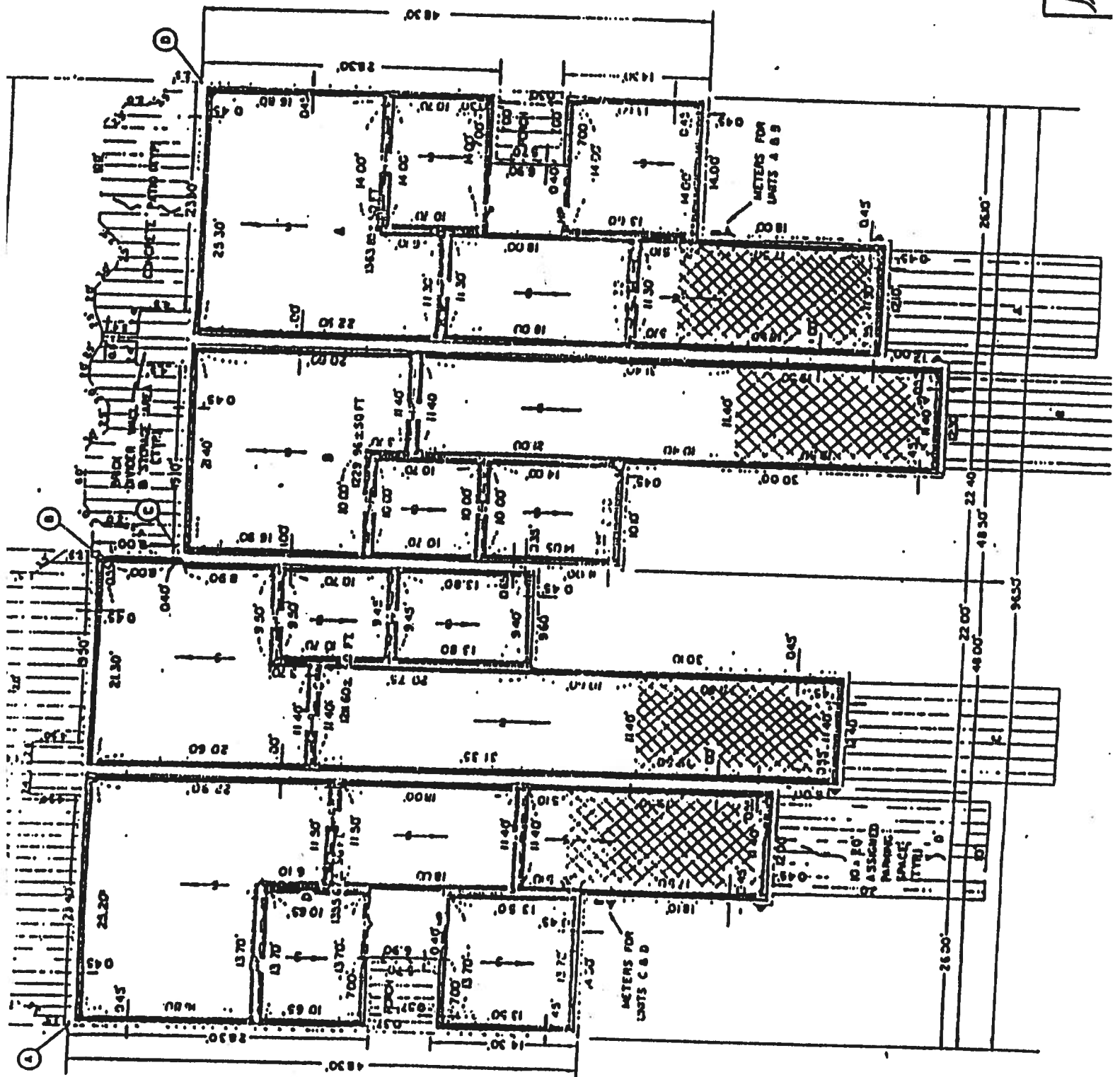
ROOF
BY
WALL - CEILING
FLOOR - CHINA
SLOPE
AREA
CEILING
LIMIT

| UNIT | 1 | 2 | 3 | 4 |
|--------|---|---|---|---|
| SPACE | 1 | 2 | 3 | 4 |
| BLDG 1 | 1 | 2 | 3 | 4 |
| BLDG 2 | 1 | 2 | 3 | 4 |
| BLDG 3 | 1 | 2 | 3 | 4 |
| BLDG 4 | 1 | 2 | 3 | 4 |

PROPOSED

SHAW & ASSOCIATES
ARCHITECTS
1000 10th Ave. S.W.
Seattle, WA 98108

TOW
CC



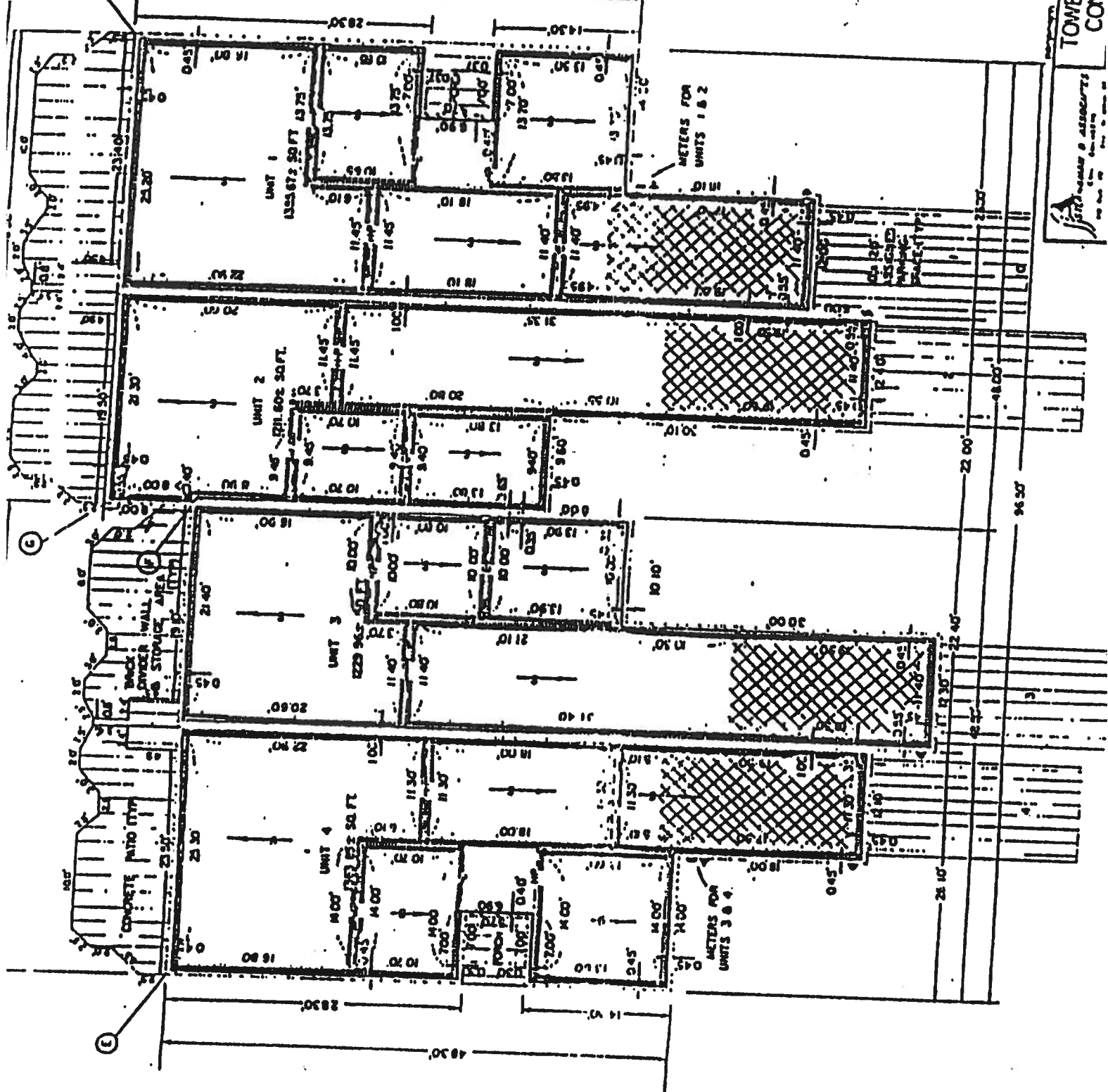
COORDINATES

| NIX | E (V) |
|-----------|--------|
| G 1194 99 | 710 77 |
| F 1151 08 | 724 80 |
| C 1153 42 | 732 45 |
| H 1107 52 | 746 49 |

- BOUNDARIES OF AREAS COVERED BY VARIOUS SLOPED CEILINGS
- CEILING HIGH POINT
- CHANGE IN SLOPED CEILING ELEVATION
- SLOPED CEILING & ELEVATION
- AREA OF DROPPED FLOOR (IMAGE)
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OVERLAP
- ELECTRIC METER
- GAS METER
- WATER METER



COORDINATES REFLECT BUILDING FACE.
BUILDING WALLS ARE PERPENDICULAR

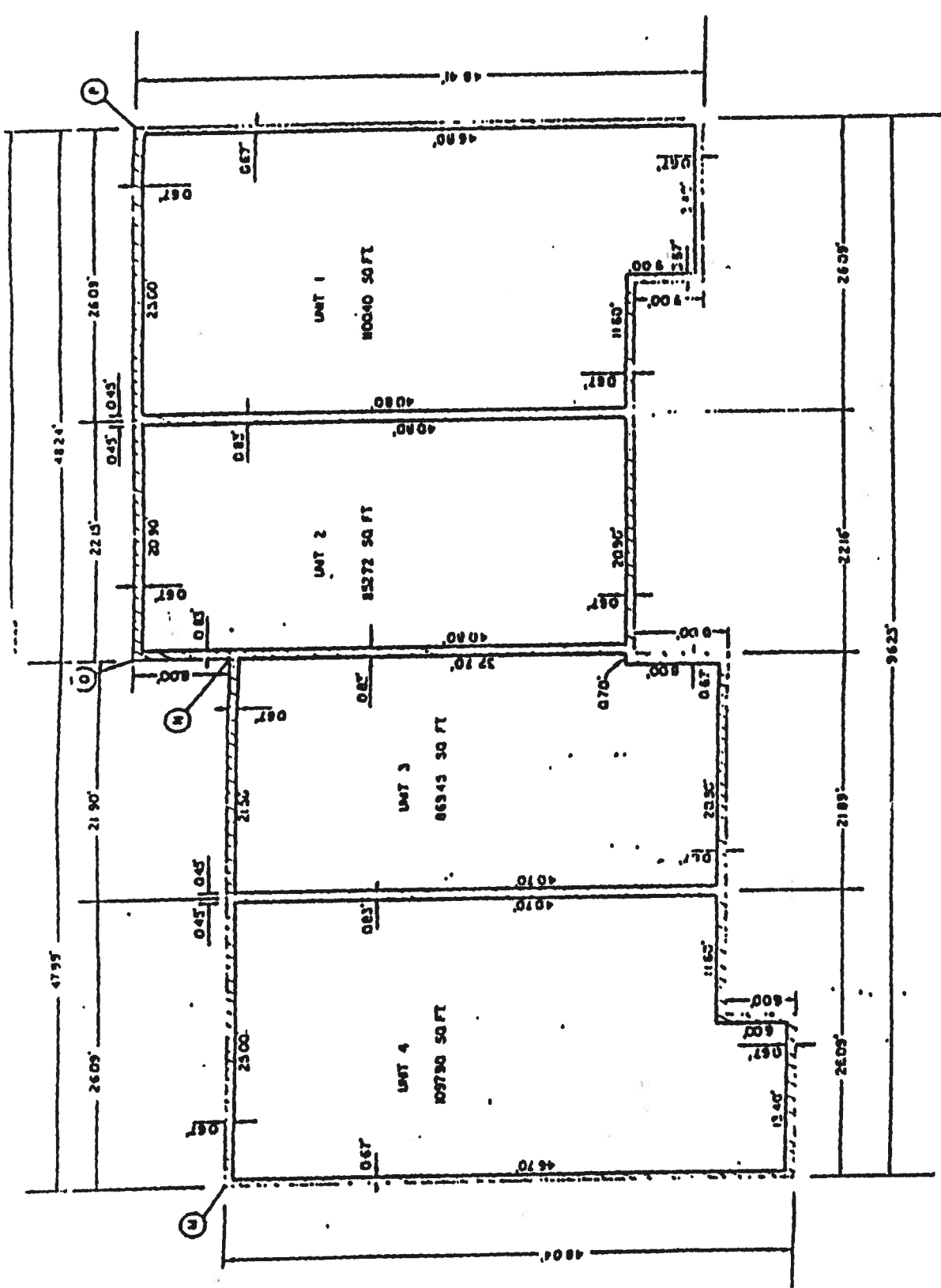


| BLDG NO 1 - COORDINATES | | | | |
|----------------------------|---------|---------|---------|--|
| M | N | O | P | |
| 66 87 | 1150 96 | 1133 30 | 1107 39 | |
| 0 70 | 724 73 | 732 38 | 746 37 | |

GENERAL - COMMON ELEMENT

— PLATS OF OWNERS —

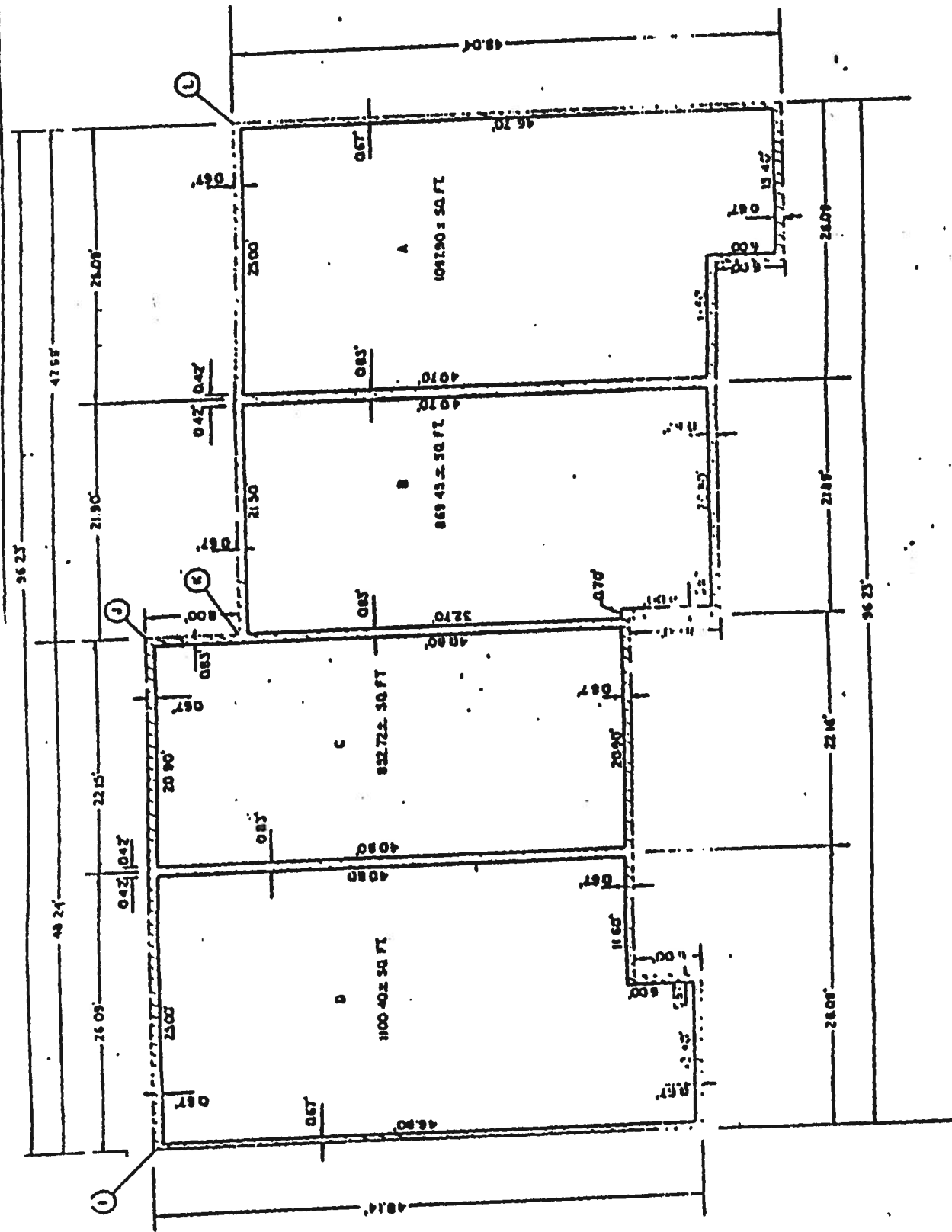
COORDINATES REFLECT BUILDING FACE.
BUILDING WALLS ARE PERPENDICULAR.



| COORDINATES | | | | |
|-------------|---------|---------|---------|---------|
| B.L.C. | I | J | K | L |
| 1 | 127 62 | 1280 20 | 1278 75 | 1275 10 |
| 2 | 106 98 | 712 87 | 707 90 | 707 90 |
| 3 | 1455 89 | 1408 21 | 1407 63 | 1407 63 |
| 4 | 717 31 | 721 24 | 713 26 | 713 26 |
| | 1374 86 | 1327 64 | 1328 89 | 1328 89 |
| | 733 24 | 745 76 | 737 86 | 737 86 |

COORDINATES REFLECT BUILDING WALLS ARE AT TO EACH OTHER

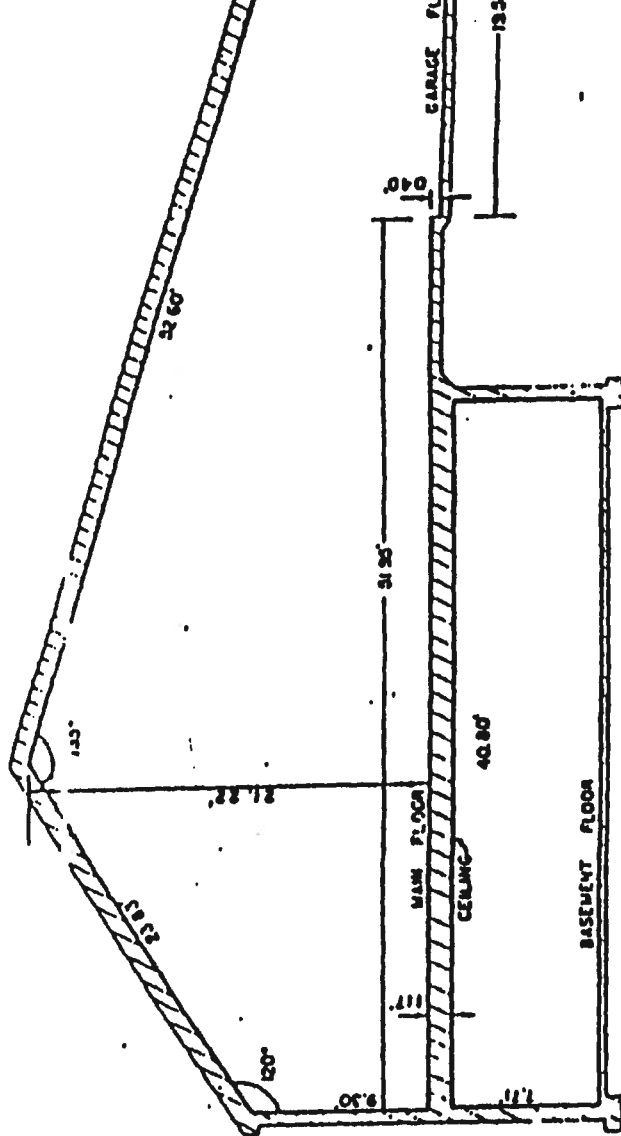
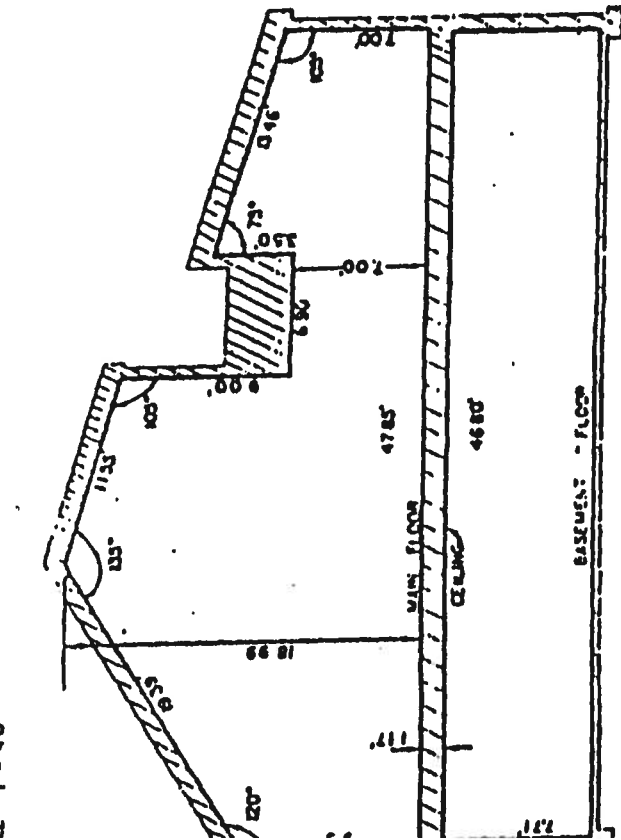
GENERAL COMMON EL
LIMITS OF OWNERSHIP



UNIT NUMBERS

| SPACE | A | B | C | D |
|----------|----|----|----|----|
| B.L.C. 2 | 5 | 6 | 7 | 8 |
| B.L.C. 3 | 9 | 10 | 11 | 12 |
| B.L.C. 4 | 13 | 14 | 15 | 16 |

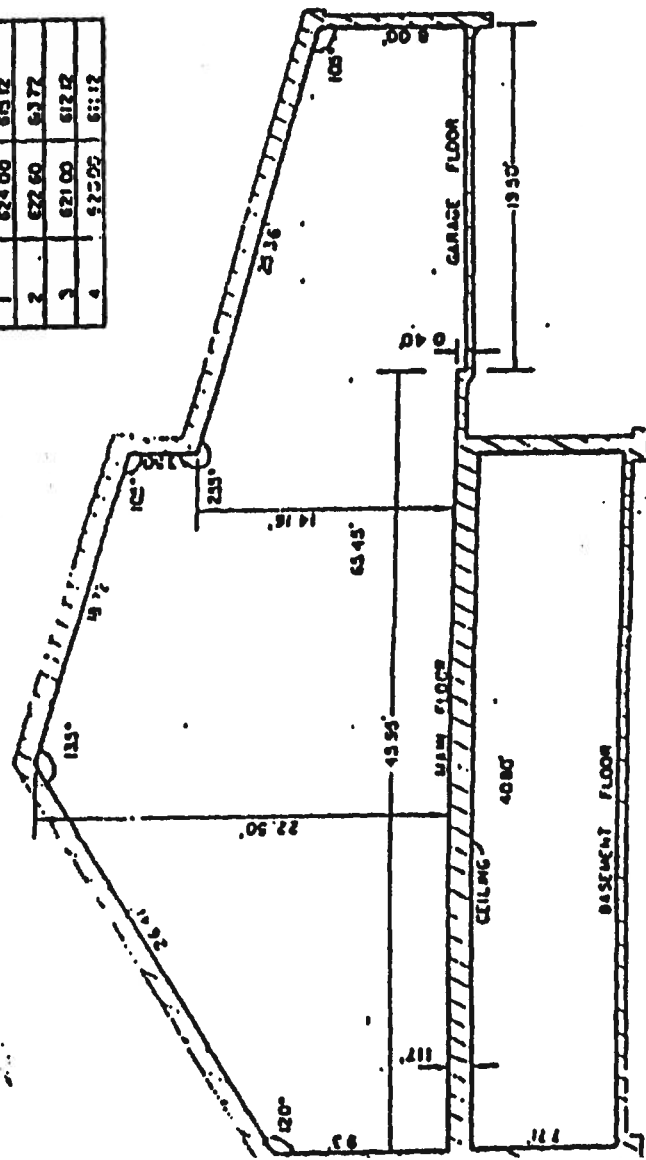
1" = 40'



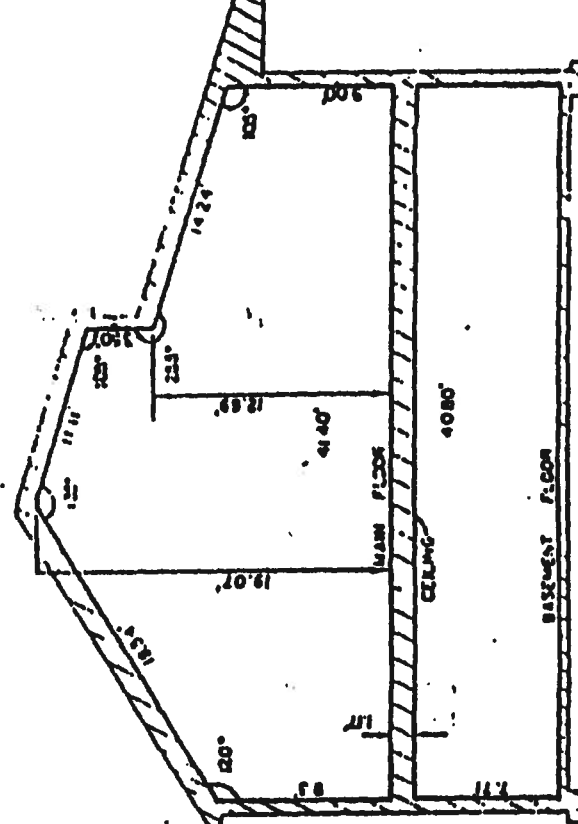
VIEW P-P

VIEW R-R

| FLOOR ELEVATIONS | |
|------------------|----------|
| BLDG | FLOOR |
| 1 | MAIN |
| 2 | BASEMENT |
| 3 | 1 |
| 4 | 2 |
| 5 | 3 |
| 6 | 4 |
| 7 | 5 |
| 8 | 6 |
| 9 | 7 |
| 10 | 8 |
| 11 | 9 |
| 12 | 10 |
| 13 | 11 |
| 14 | 12 |
| 15 | 13 |
| 16 | 14 |
| 17 | 15 |
| 18 | 16 |
| 19 | 17 |
| 20 | 18 |
| 21 | 19 |
| 22 | 20 |
| 23 | 21 |
| 24 | 22 |
| 25 | 23 |
| 26 | 24 |
| 27 | 25 |
| 28 | 26 |
| 29 | 27 |
| 30 | 28 |
| 31 | 29 |
| 32 | 30 |
| 33 | 31 |
| 34 | 32 |
| 35 | 33 |
| 36 | 34 |
| 37 | 35 |
| 38 | 36 |
| 39 | 37 |
| 40 | 38 |
| 41 | 39 |
| 42 | 40 |
| 43 | 41 |
| 44 | 42 |
| 45 | 43 |
| 46 | 44 |
| 47 | 45 |
| 48 | 46 |
| 49 | 47 |
| 50 | 48 |
| 51 | 49 |
| 52 | 50 |
| 53 | 51 |
| 54 | 52 |
| 55 | 53 |
| 56 | 54 |
| 57 | 55 |
| 58 | 56 |
| 59 | 57 |
| 60 | 58 |
| 61 | 59 |
| 62 | 60 |
| 63 | 61 |
| 64 | 62 |
| 65 | 63 |
| 66 | 64 |
| 67 | 65 |
| 68 | 66 |
| 69 | 67 |
| 70 | 68 |
| 71 | 69 |
| 72 | 70 |
| 73 | 71 |
| 74 | 72 |
| 75 | 73 |
| 76 | 74 |
| 77 | 75 |
| 78 | 76 |
| 79 | 77 |
| 80 | 78 |
| 81 | 79 |
| 82 | 80 |
| 83 | 81 |
| 84 | 82 |
| 85 | 83 |
| 86 | 84 |
| 87 | 85 |
| 88 | 86 |
| 89 | 87 |
| 90 | 88 |
| 91 | 89 |
| 92 | 90 |
| 93 | 91 |
| 94 | 92 |
| 95 | 93 |
| 96 | 94 |
| 97 | 95 |
| 98 | 96 |
| 99 | 97 |
| 100 | 98 |



VIEW Q-Q

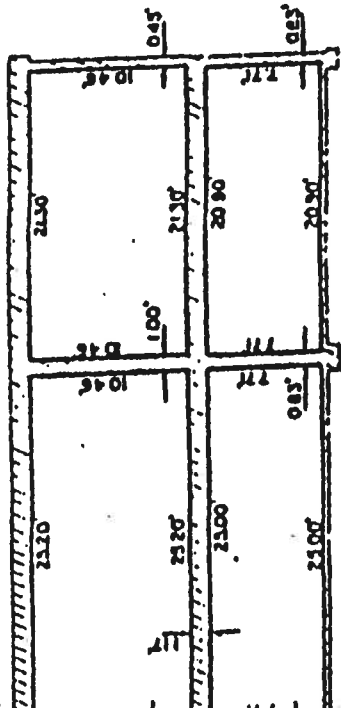


VIEW S-S

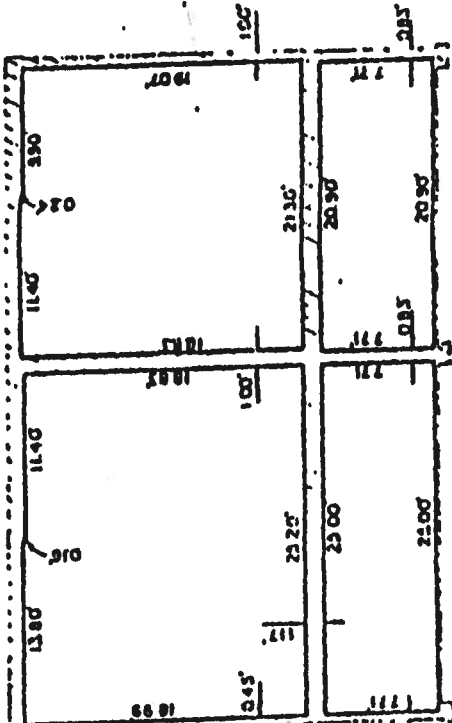
PROPOSED

STRANDBERG & ASSOCIATES
 1000 15th Avenue, Suite 100
 Boulder, Colorado 80502
 (303) 440-1111
 FAX (303) 440-1112

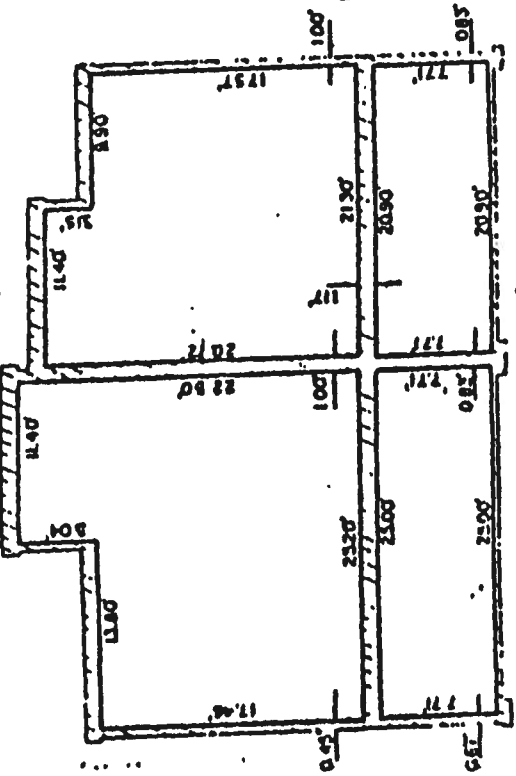
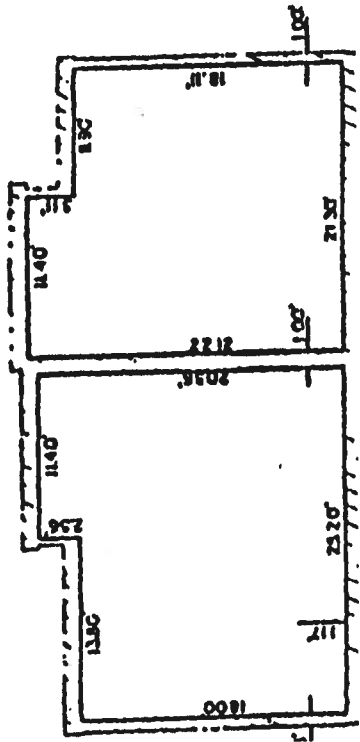
TOWER
 CON



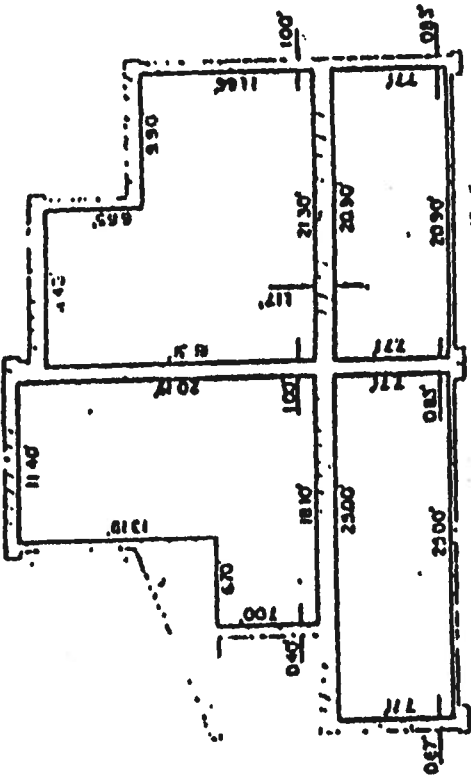
1-1 A31A



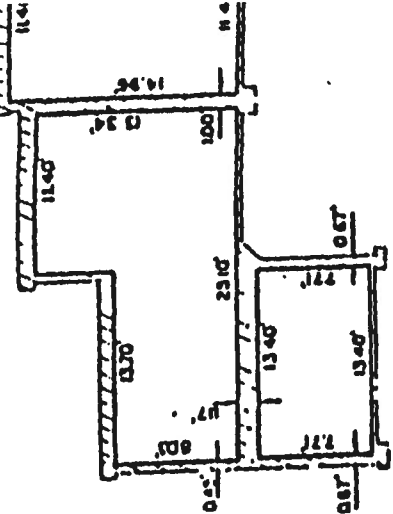
1-1 A31A



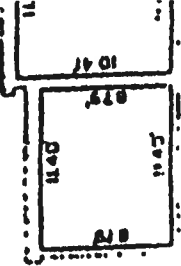
1-1 A31A



1-1 A31A

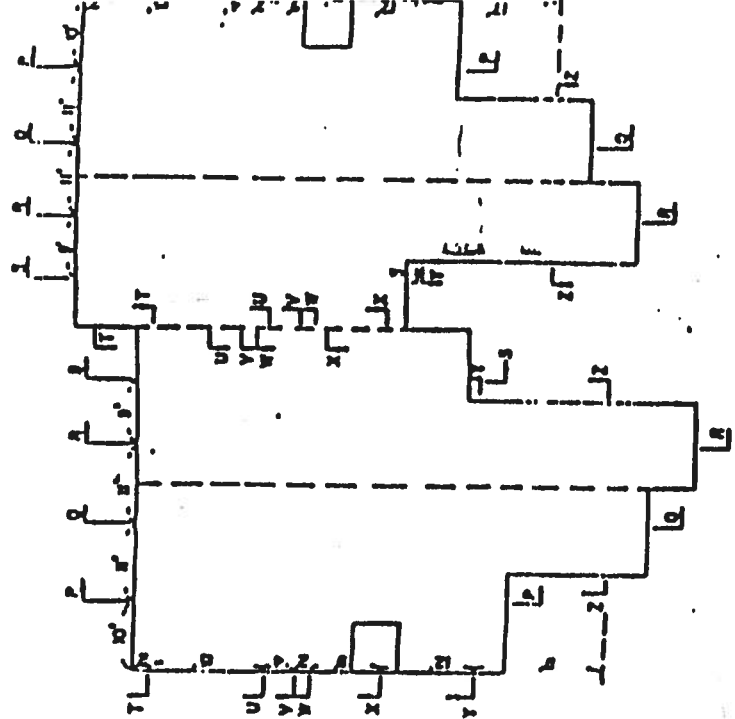
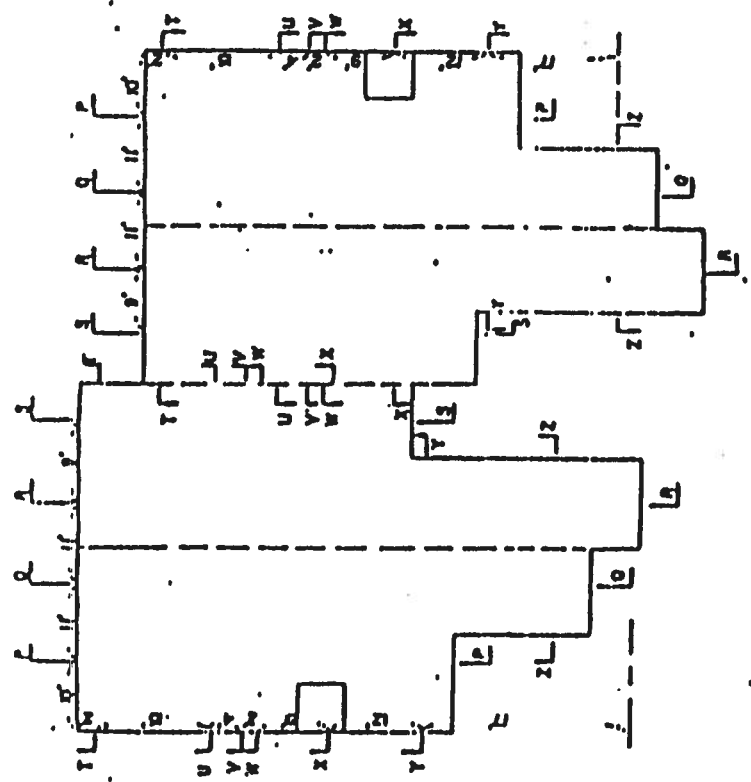


1-1 A31A



1-1 A31A

SCALE 1"=10'

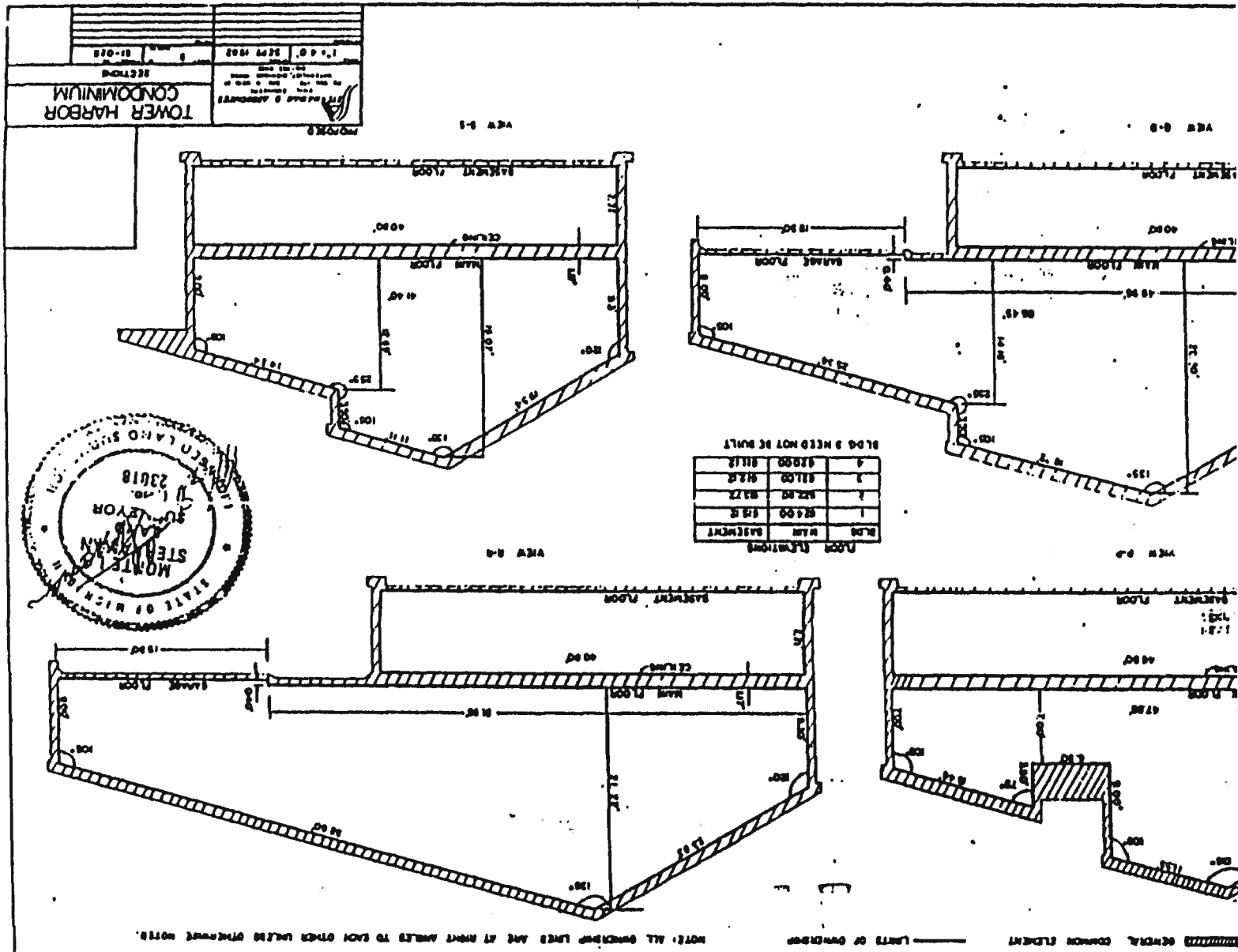


SECTION NO. 2-3-4

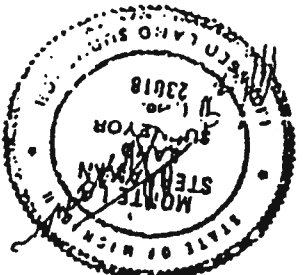
SECTION VIEWS CLARIFICATION

SECTION NO. 2-3-5

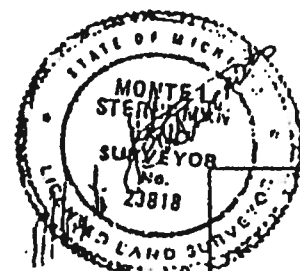
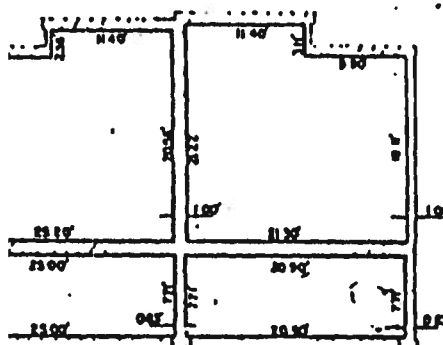
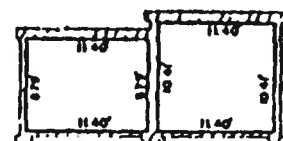
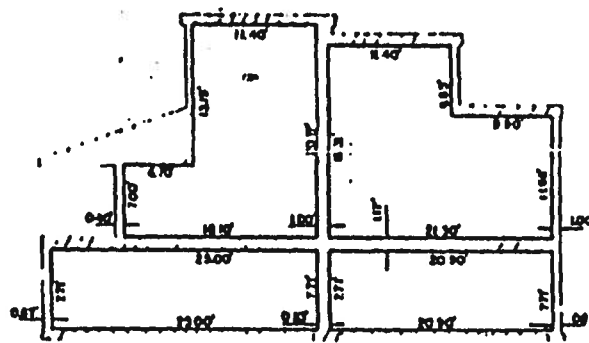
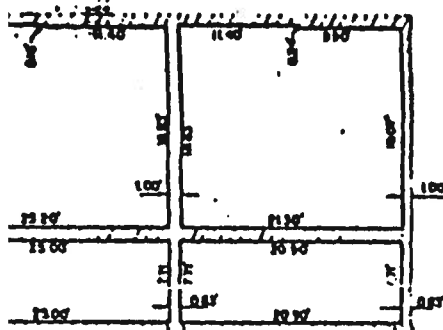
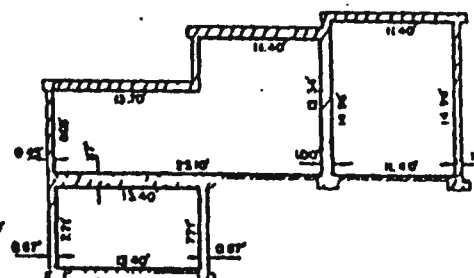
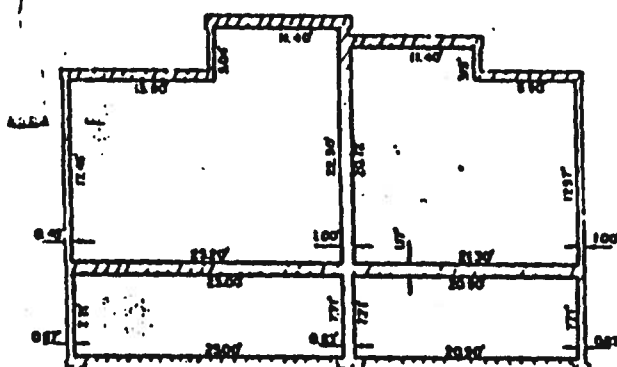
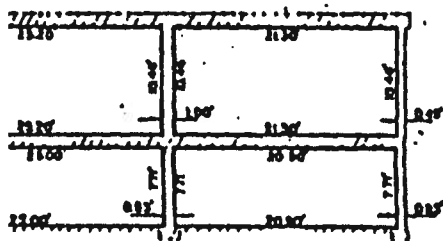
| | | |
|--|--|----------|
| | TO: | SECTION: |
| | CLASSIFICATION & ACCOUNTS (To be filled in by the user) | 11 |




| FLOOR FINISHES | |
|----------------|-----|
| BASEMENT | 1 |
| 1ST FLOOR | 2 |
| 2ND FLOOR | 3 |
| 3RD FLOOR | 4 |
| 4TH FLOOR | 5 |
| 5TH FLOOR | 6 |
| 6TH FLOOR | 7 |
| 7TH FLOOR | 8 |
| 8TH FLOOR | 9 |
| 9TH FLOOR | 10 |
| 10TH FLOOR | 11 |
| 11TH FLOOR | 12 |
| 12TH FLOOR | 13 |
| 13TH FLOOR | 14 |
| 14TH FLOOR | 15 |
| 15TH FLOOR | 16 |
| 16TH FLOOR | 17 |
| 17TH FLOOR | 18 |
| 18TH FLOOR | 19 |
| 19TH FLOOR | 20 |
| 20TH FLOOR | 21 |
| 21ST FLOOR | 22 |
| 22ND FLOOR | 23 |
| 23RD FLOOR | 24 |
| 24TH FLOOR | 25 |
| 25TH FLOOR | 26 |
| 26TH FLOOR | 27 |
| 27TH FLOOR | 28 |
| 28TH FLOOR | 29 |
| 29TH FLOOR | 30 |
| 30TH FLOOR | 31 |
| 31ST FLOOR | 32 |
| 32ND FLOOR | 33 |
| 33RD FLOOR | 34 |
| 34TH FLOOR | 35 |
| 35TH FLOOR | 36 |
| 36TH FLOOR | 37 |
| 37TH FLOOR | 38 |
| 38TH FLOOR | 39 |
| 39TH FLOOR | 40 |
| 40TH FLOOR | 41 |
| 41ST FLOOR | 42 |
| 42ND FLOOR | 43 |
| 43RD FLOOR | 44 |
| 44TH FLOOR | 45 |
| 45TH FLOOR | 46 |
| 46TH FLOOR | 47 |
| 47TH FLOOR | 48 |
| 48TH FLOOR | 49 |
| 49TH FLOOR | 50 |
| 50TH FLOOR | 51 |
| 51ST FLOOR | 52 |
| 52ND FLOOR | 53 |
| 53RD FLOOR | 54 |
| 54TH FLOOR | 55 |
| 55TH FLOOR | 56 |
| 56TH FLOOR | 57 |
| 57TH FLOOR | 58 |
| 58TH FLOOR | 59 |
| 59TH FLOOR | 60 |
| 60TH FLOOR | 61 |
| 61ST FLOOR | 62 |
| 62ND FLOOR | 63 |
| 63RD FLOOR | 64 |
| 64TH FLOOR | 65 |
| 65TH FLOOR | 66 |
| 66TH FLOOR | 67 |
| 67TH FLOOR | 68 |
| 68TH FLOOR | 69 |
| 69TH FLOOR | 70 |
| 70TH FLOOR | 71 |
| 71ST FLOOR | 72 |
| 72ND FLOOR | 73 |
| 73RD FLOOR | 74 |
| 74TH FLOOR | 75 |
| 75TH FLOOR | 76 |
| 76TH FLOOR | 77 |
| 77TH FLOOR | 78 |
| 78TH FLOOR | 79 |
| 79TH FLOOR | 80 |
| 80TH FLOOR | 81 |
| 81ST FLOOR | 82 |
| 82ND FLOOR | 83 |
| 83RD FLOOR | 84 |
| 84TH FLOOR | 85 |
| 85TH FLOOR | 86 |
| 86TH FLOOR | 87 |
| 87TH FLOOR | 88 |
| 88TH FLOOR | 89 |
| 89TH FLOOR | 90 |
| 90TH FLOOR | 91 |
| 91ST FLOOR | 92 |
| 92ND FLOOR | 93 |
| 93RD FLOOR | 94 |
| 94TH FLOOR | 95 |
| 95TH FLOOR | 96 |
| 96TH FLOOR | 97 |
| 97TH FLOOR | 98 |
| 98TH FLOOR | 99 |
| 99TH FLOOR | 100 |



BLOOD IS NOT TO BE BUILT



| | | | |
|---|------------|---------------------------|--|
| PROPOSED | | TOWER HARBOUR CONDOMINIUM | |
|  J. H. HANCOCK & ASSOCIATES, INC. 1001 10th Street, N.W. Suite 1000 Washington, D.C. 20004 | | SECTIONS 10 01-046 | |
| 1' x 50' | SEPT. 1982 | | |

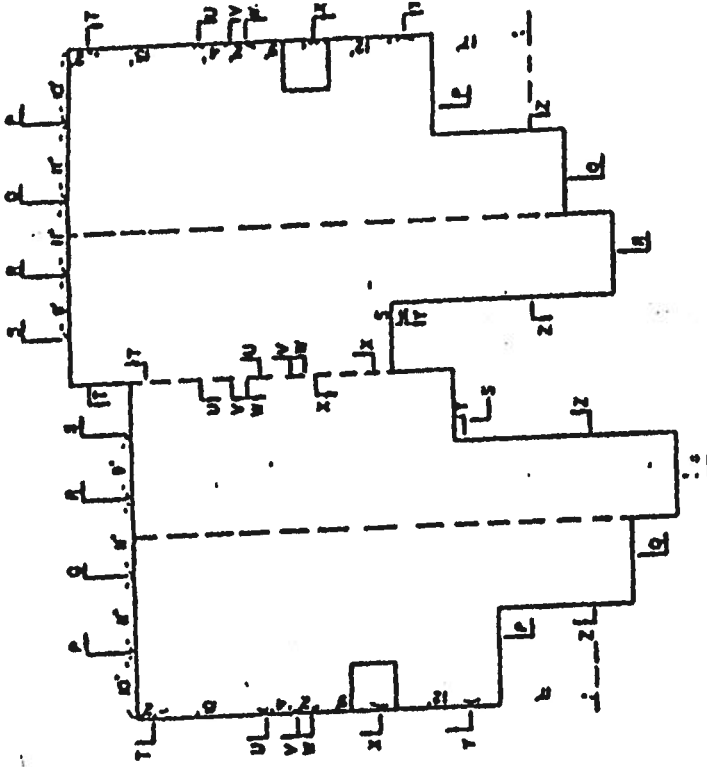


FIGURE NO. 1

SECTION VIEWS CLARIFICATION

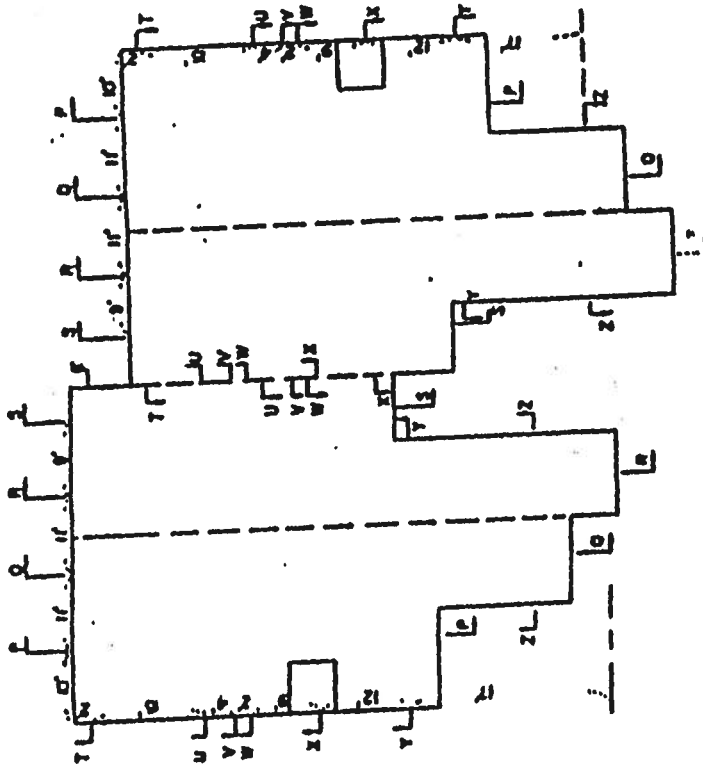
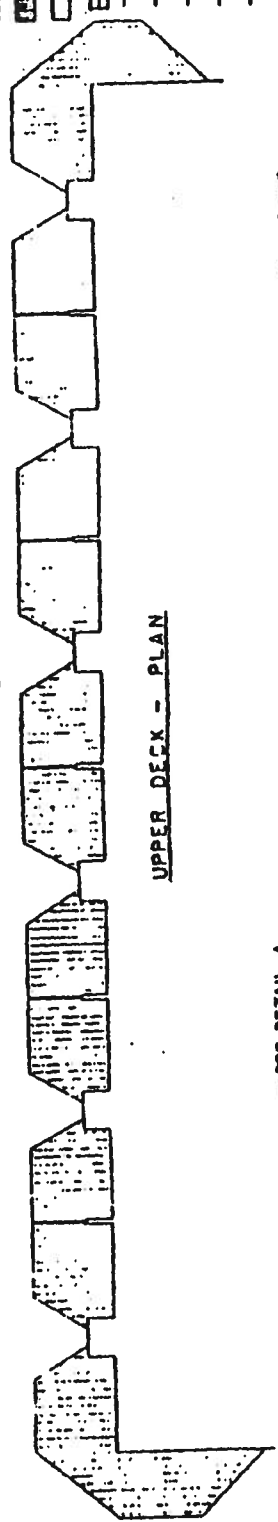


FIGURE NO. 2.1.4

BUILDING NO. 1111223 214 RECS NOT BE BUILT
 BUILDING COORDINATES REFLECT EXTERIOR SURFACE
 BUILDING WALLS ARE AT RIGHT ANGLES UNLESS NOTED
 SEE SHEET 3 FOR DETAILS OF AREAS DESIGNATED AS
 LIMITED COMMON ELEMENT

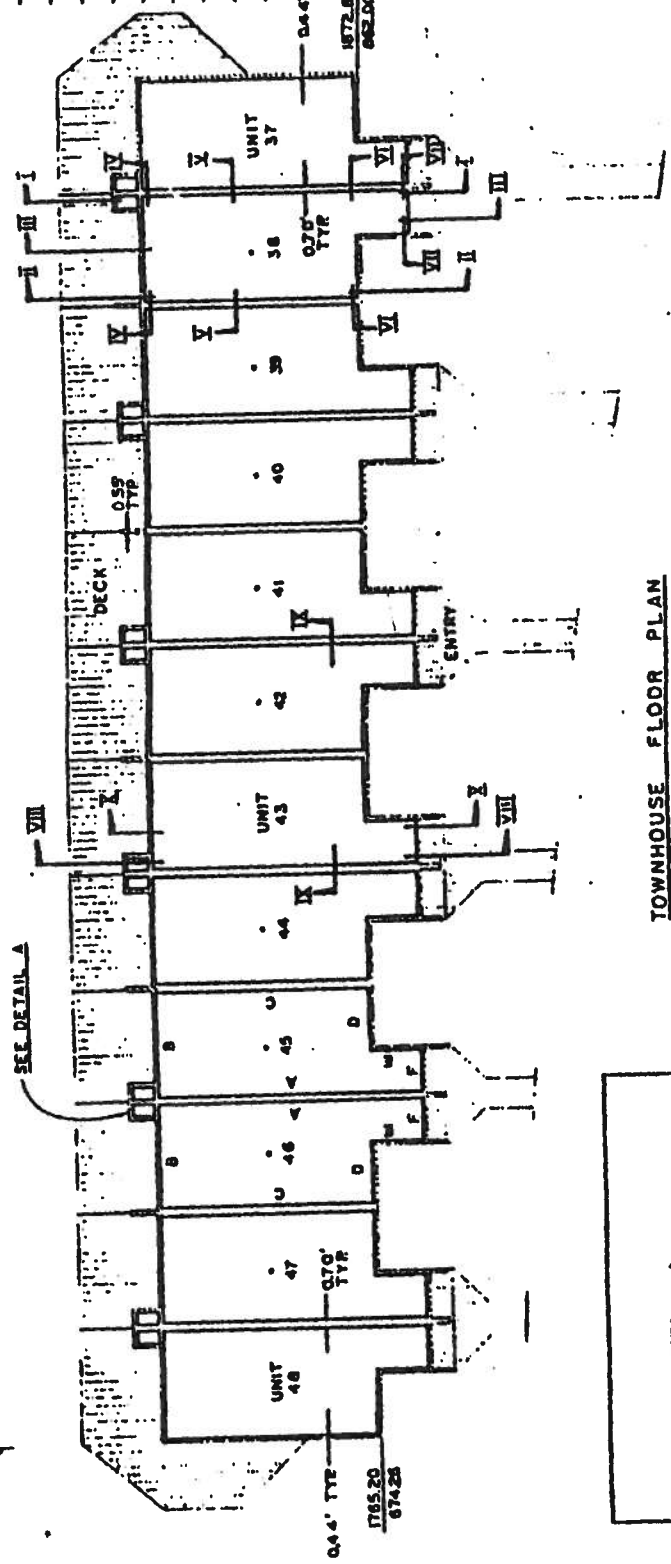
111 NORTH COO
 (N) EAST
 222 GENE
 222 LIMIT
 222 LIMIT
 222 BUILD

UNIT
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48



UPPER DECK - PLAN

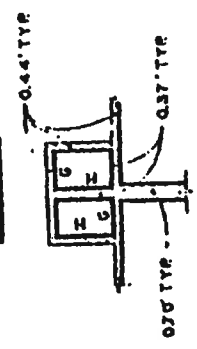
SEE DETAIL A



TOWNHOUSE FLOOR PLAN

SCALE IN FEET
 0 5 10 15 20 25

DETAIL A

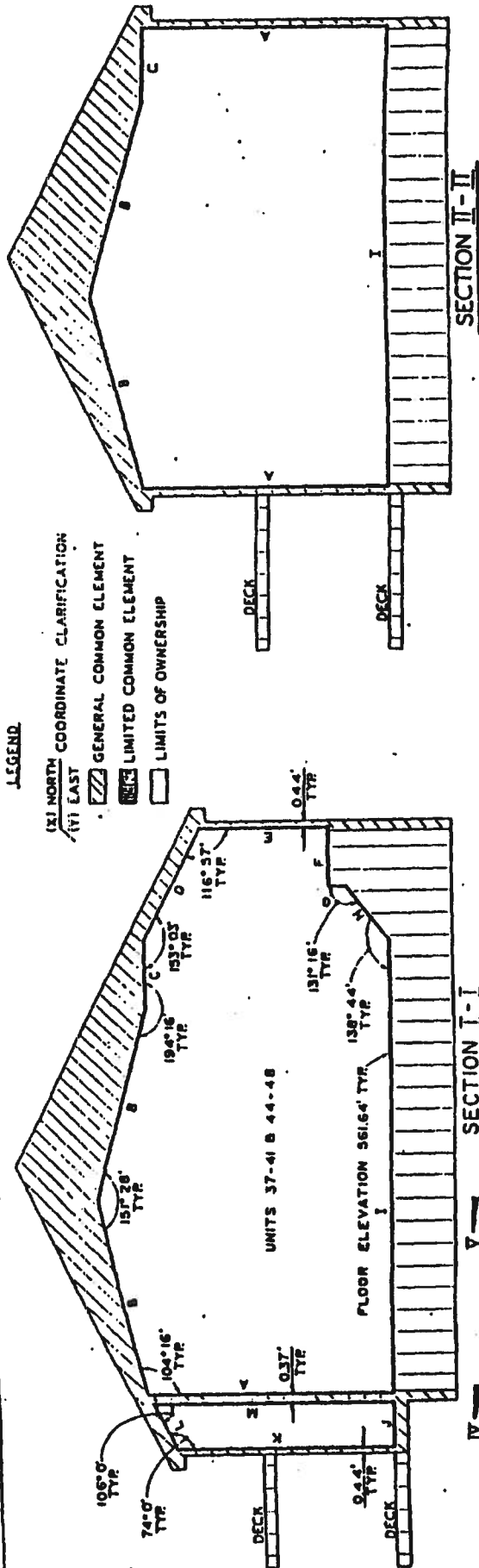


SCALE IN FEET
 0 2 4 6 8 10

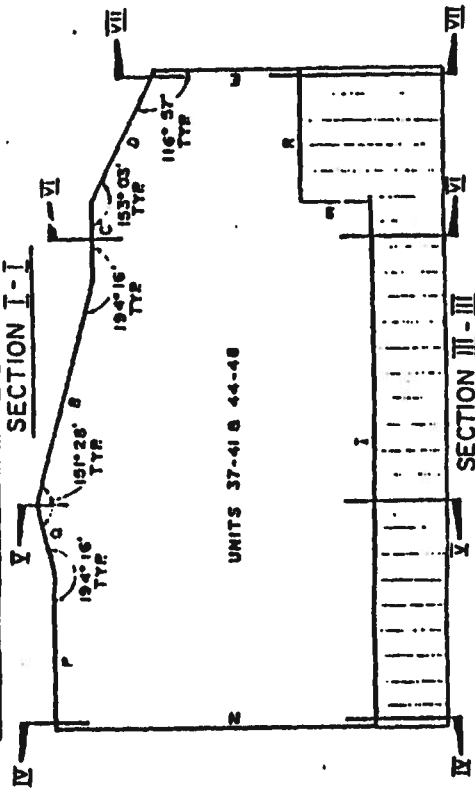
| BUILDING NO. 10 - FLOOR PLAN UNIT DIMENSIONS IN FEET | | | | | | | | | | | | |
|--|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 |
| A | 41.37 | 41.35 | 41.32 | 41.34 | 41.32 | 41.31 | 41.34 | 41.31 | 41.31 | 41.28 | 41.35 | 41.37 |
| B | 17.75 | 17.34 | 17.33 | 17.35 | 17.31 | 17.32 | 17.34 | 17.33 | 17.35 | 17.25 | 17.29 | 17.25 |
| C | 33.37 | 33.32 | 33.34 | 33.32 | 33.32 | 33.32 | 33.34 | 33.32 | 33.31 | 33.25 | 33.27 | 33.37 |
| D | 18.21 | 18.01 | 18.04 | 18.02 | 18.02 | 18.01 | 18.01 | 18.01 | 18.02 | 18.00 | 18.00 | 18.11 |
| E | 8.03 | 8.04 | 8.00 | 8.02 | 8.00 | 8.03 | 8.02 | 8.00 | 8.00 | 8.04 | 8.02 | 8.03 |
| F | 7.71 | 7.23 | 7.24 | 7.28 | 7.26 | 7.27 | 7.25 | 7.27 | 7.34 | 7.26 | 7.29 | 7.27 |
| G | 3.71 | 3.70 | 3.72 | 3.71 | 3.72 | 3.71 | 3.72 | 3.70 | 3.71 | 3.72 | 3.70 | 3.71 |
| H | 2.55 | 2.54 | 2.55 | 2.53 | 2.56 | 2.53 | 2.54 | 2.56 | 2.53 | 2.54 | 2.55 | 2.54 |

AS BUILT

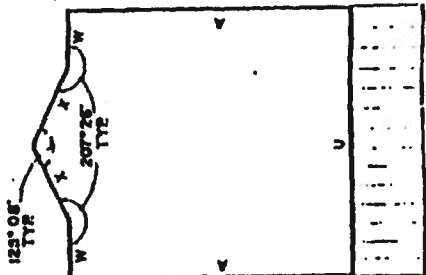
| | |
|---|--------------|
| INTERMAN & ASSOCIATES INCORPORATED 1000 10th Avenue New York, N.Y. 10018 | |
| DATE | JAN. 1980 |
| BY | 100 |
| CHECKED | 100 |
| APPROVED | 100 |
| SCALE | 1/8" = 1'-0" |
| PROJECT | 100 |
| DATE | JAN. 1980 |
| BY | 100 |
| CHECKED | 100 |
| APPROVED | 100 |
| SCALE | 1/8" = 1'-0" |
| PROJECT | 100 |



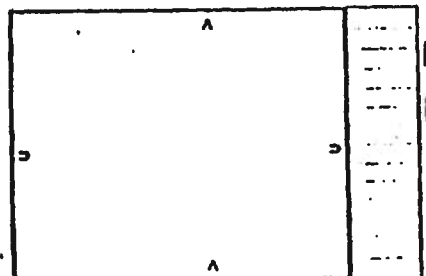
SECTION I-I



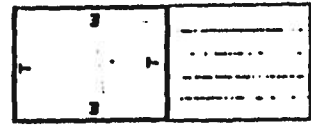
SECTION III-III



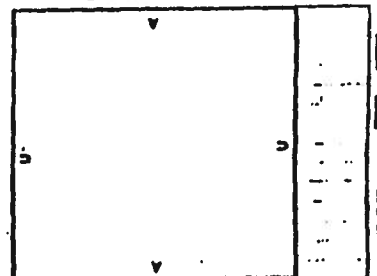
SECTION IV-IV



SECTION V-V



SECTION VII-VII



SECTION VI-VI

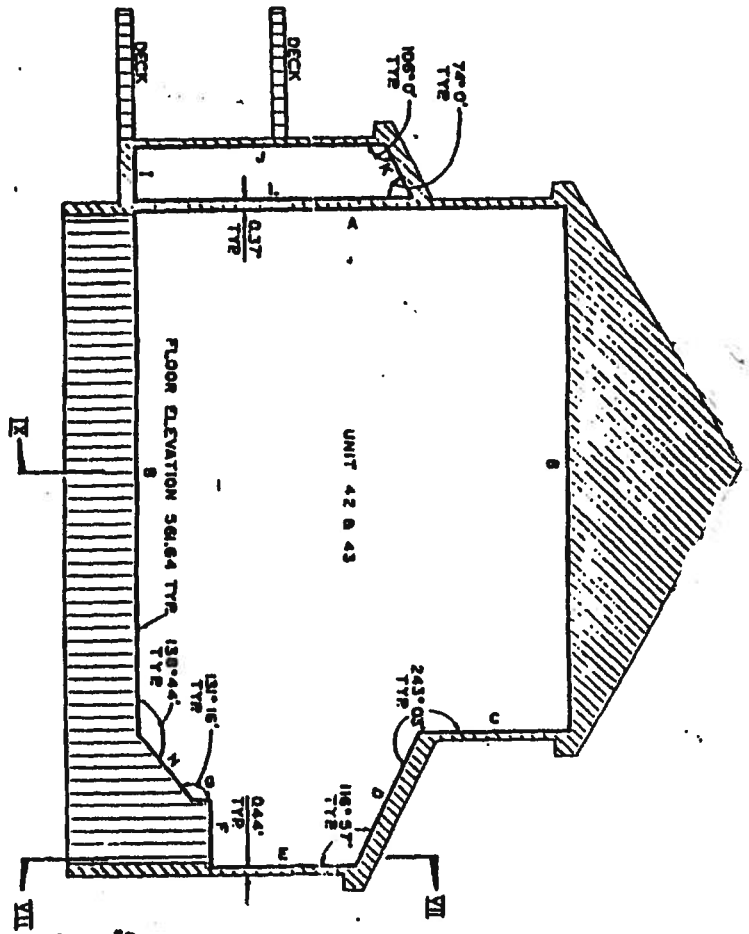
LEGEND
(1) NORTH
(2) EAST
GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
LIMITS OF OWNERSHIP

SECTION II-II

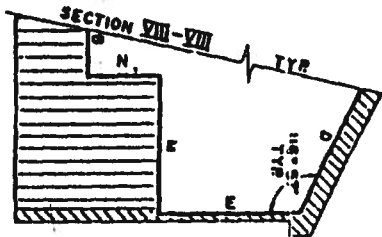
NOTE:
BUILDING NO. 311223 & 14 NEED NOT BE BUILT
BUILDING COORDINATES REFLECT EXTERIOR SURFACE
BUILDING WALLS ARE AT RIGHT ANGLES UNLESS NOTED
SEE SHEET 3 FOR DETAILS OF AREAS DESIGNATED AS
LIMITED COMMON ELEMENT
AS BUILT



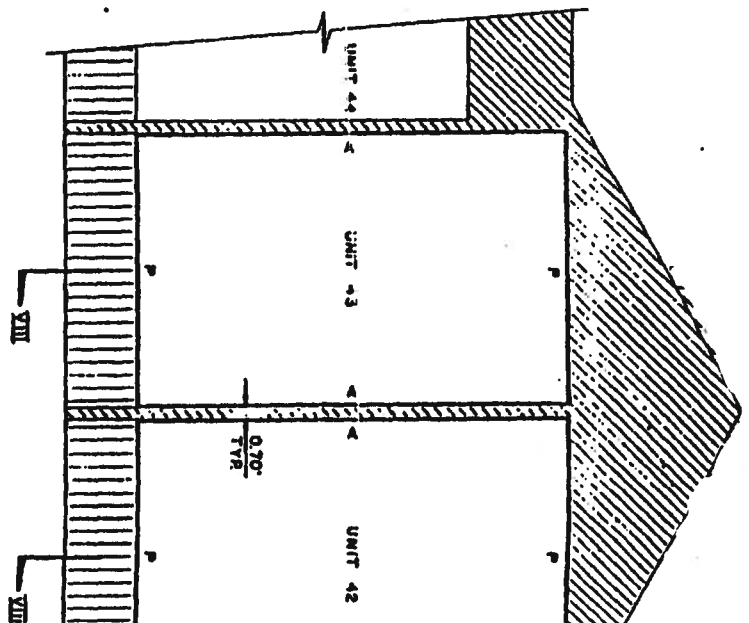
STANHAM & ASSOCIATES
ARCHITECTS
1000 15TH AVENUE
SUITE 100
DENVER, CO 80202
AS SHOWN JAN. 1991
NOTED



SECTION VIII-VIII



PARTIAL SECTION X-X



SECTION IX-IX

BUILDING NO. 10 - SECTION

UNIT DIMENSIONS IN FEET

| LETTER | N2 | N3 |
|--------|-------|-------|
| A | 26.59 | 26.57 |
| B | 33.32 | 33.34 |
| C | 9.31 | 9.32 |
| D | 9.06 | 9.05 |
| E | 8.87 | 8.86 |
| F | 4.18 | 4.20 |
| G | 0.91 | 0.92 |
| H | 5.01 | 5.00 |
| I | 3.78 | 3.72 |
| J | 16.18 | 16.19 |
| K | 3.85 | 3.87 |
| L | 17.24 | 17.25 |
| M | 8.80 | 8.80 |
| N | 4.15 | 4.17 |
| P | 17.32 | 17.34 |



AS BUILT

NOTE:
BUILDING NO. 10 NEED NOT BE BUILT
BUILDING COORDINATES REFLECT EXTERIOR SURFACE
BUILDING WALLS ARE AT RIGHT ANGLES UNLESS NOTED
SEE SHEET 3 FOR DETAILS OF AREAS DESIGNATED AS
LIMITED COMMON ELEMENT

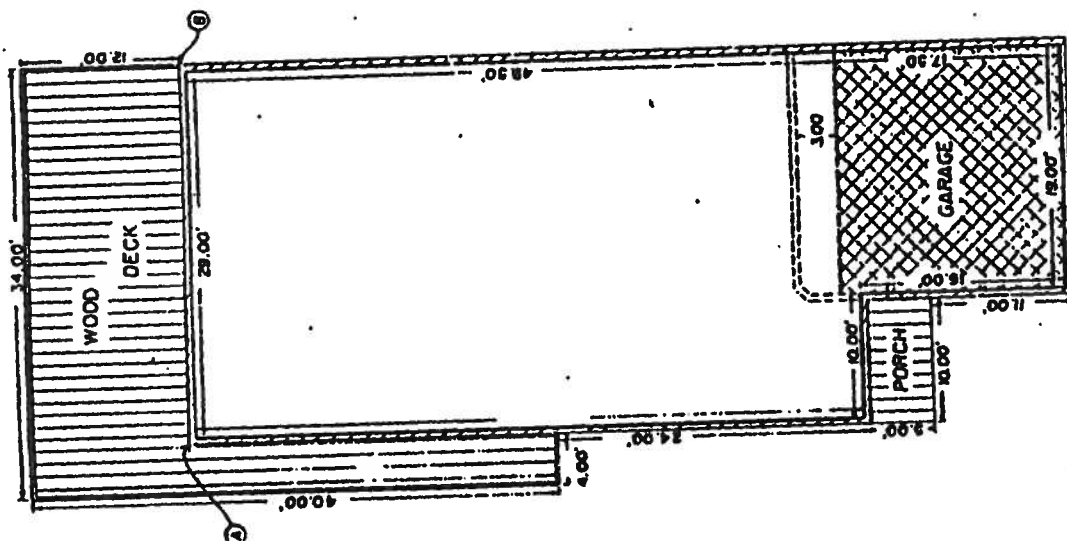
- LEGEND
- (X) NORTH COORDINATE CLARIFICATION
 - (VI) EAST
 - [Hatched Box] GENERAL COMMON ELEMENT
 - [Stippled Box] LIMITED COMMON ELEMENT
 - [Outline Box] LIMITS OF OWNERSHIP

| | |
|--|-----------|
| | |
| STRANAGAR & ASSOCIATES, INC. 1000 15th Avenue, Suite 100 San Francisco, CA 94133 TEL: 415.774.1000 FAX: 415.774.1001 | |
| DATE | JAN. 1991 |
| BY | BU |
| CHECKED | |
| APPROVED | |

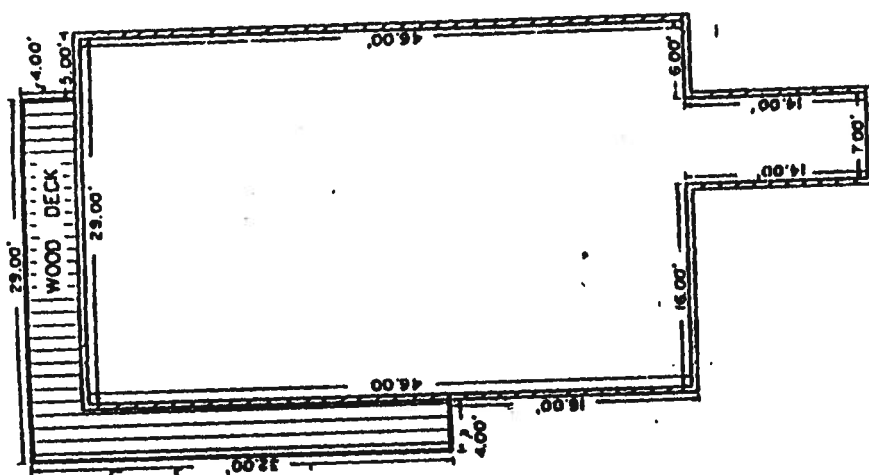
| COORDIN | UNIT | NO. | Q. |
|---------|------|-------|----|
| 10 | N | 14.35 | |
| 11 | E | 17.22 | |
| 12 | N | 12.13 | |
| 13 | E | 10.11 | |
| 14 | N | 11.11 | |
| 15 | E | 10.11 | |

BUILDING
REFLECT
BUILDING

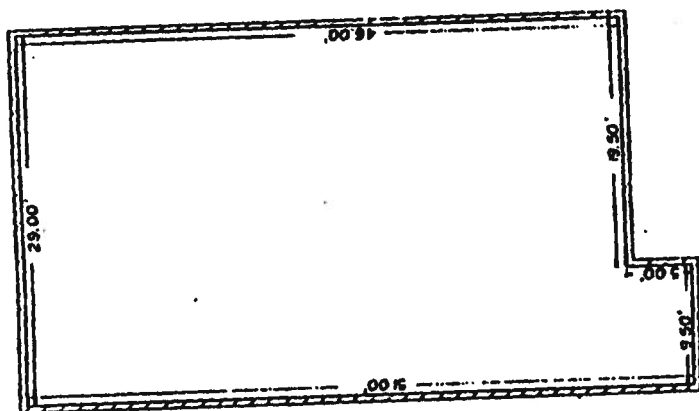
BUILDING
PERPENDIC



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN



LOWER LEVEL FLOOR PLAN

| | | |
|--|--|--|
| | | T1 C FUG DATE AS SHOWN OCT. 1993 BY |
|--|--|--|




LEGEND

UNITS OF OWNERSHIP

GENERAL COMMON ELEMENT

OWNERSHIP LINES ARE PERPENDICULAR
TO EACH OTHER UNLESS OTHERWISE
NOTED.

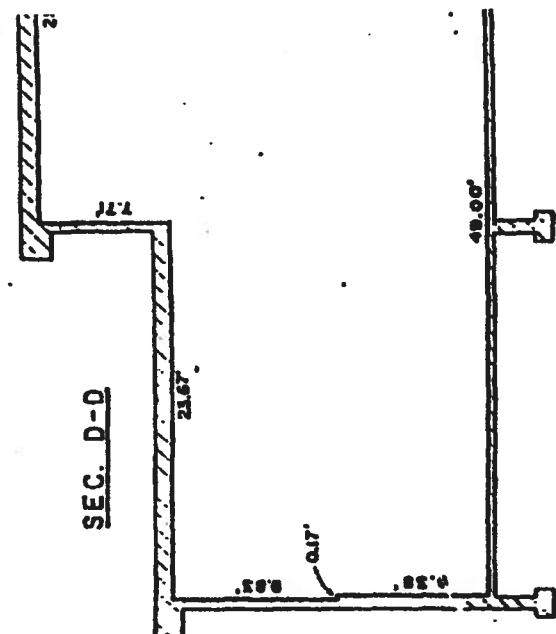
PROPOSED

| | | | | |
|---|--|----------|---------------------------------|--------------|
|  | STIRLING & ASSOCIATES 400 UNIVERSITY AVENUE SUITE 1000, CHICAGO, ILL. 60606-3696 | OCT 1993 | J ² = S ² | 8411 8411 |
|---|--|----------|---------------------------------|--------------|

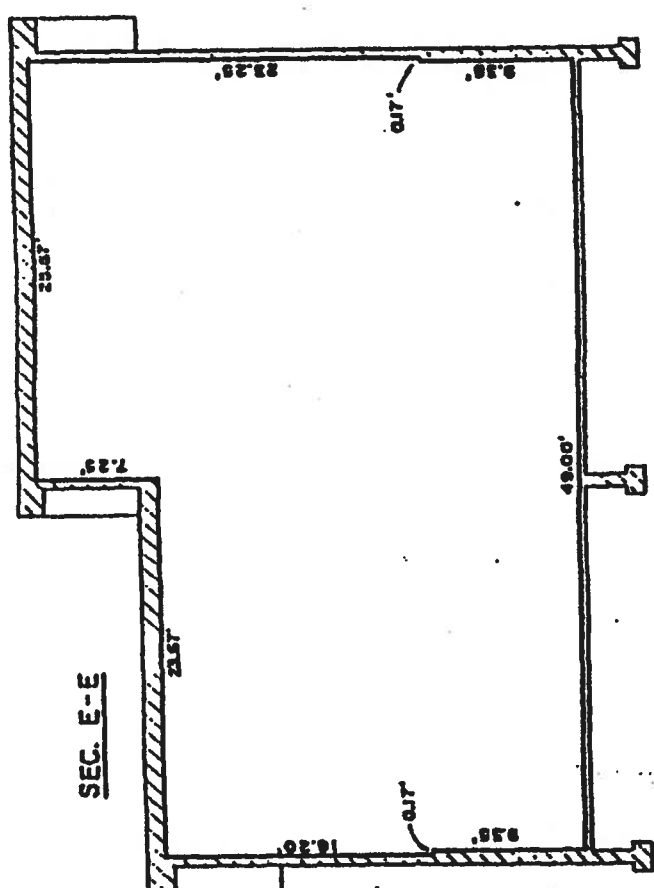


LEGEND
 LIMITS OF OWNERSHIP
 GENERAL COMMON ELEMENT
 OWNERSHIP LINES ARE PERPENDICULAR TO EACH OTHER UNLESS OTHERWISE NOTED.

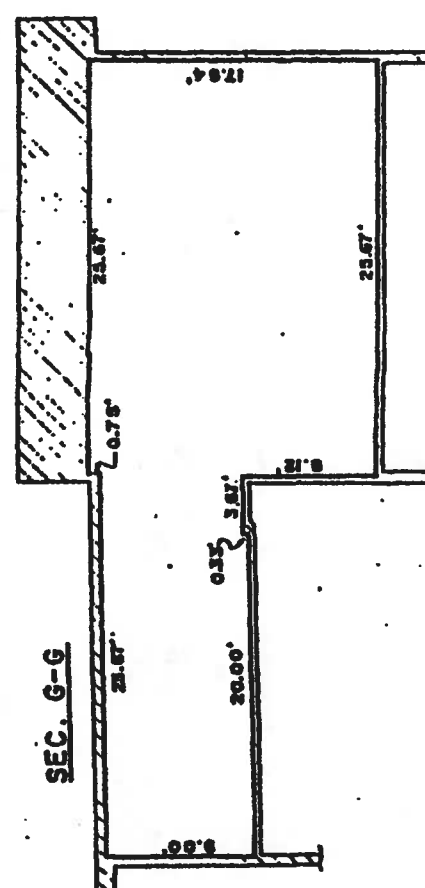
SEC. D-D



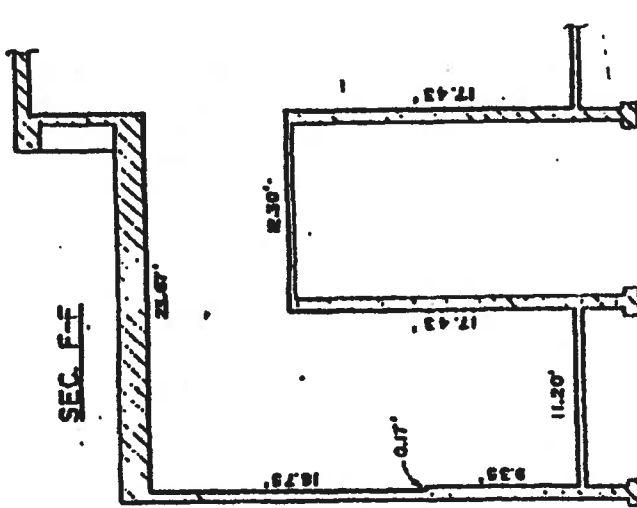
SEC. E-E

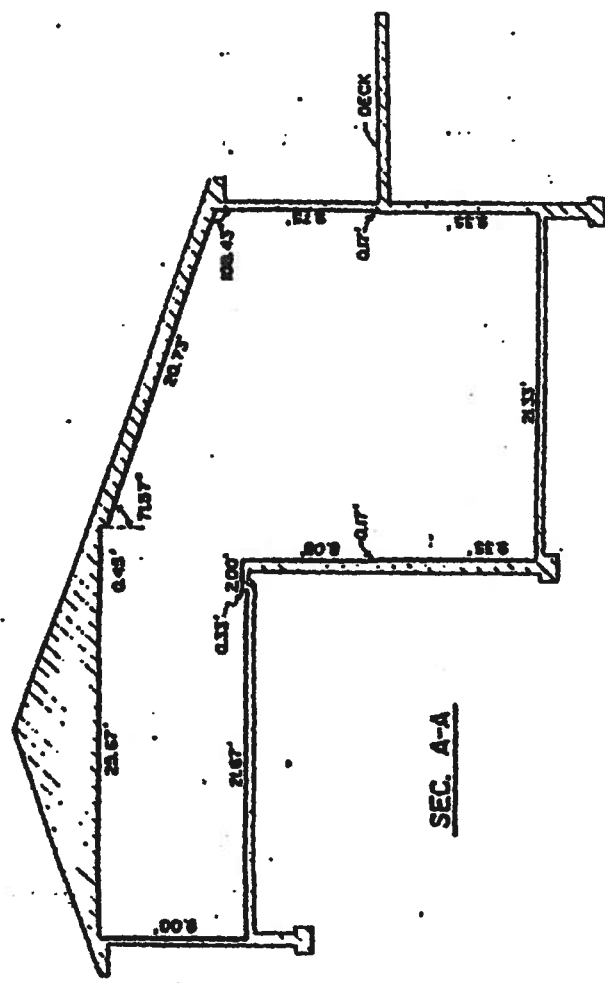
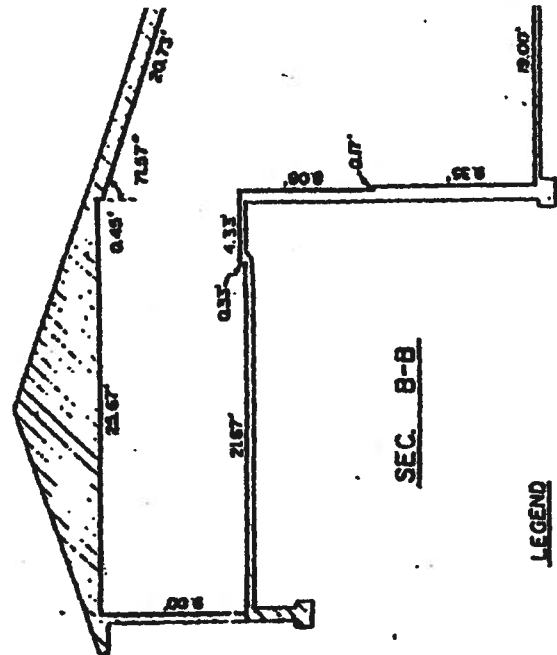
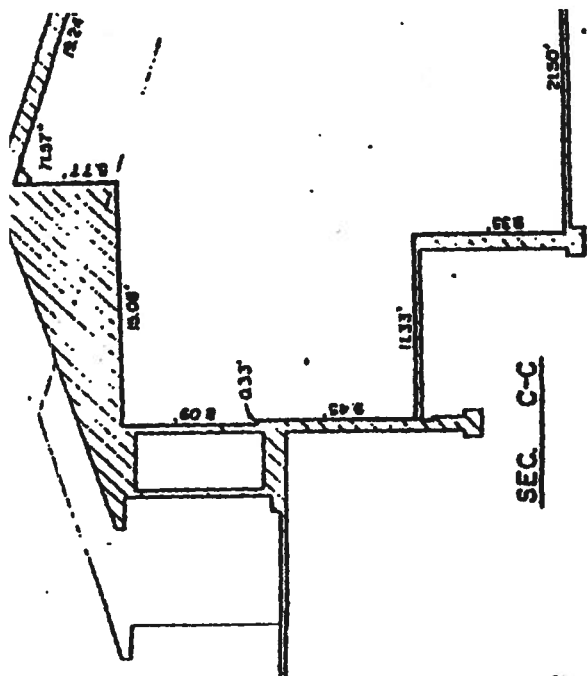


SEC. G-G



SEC. F-F



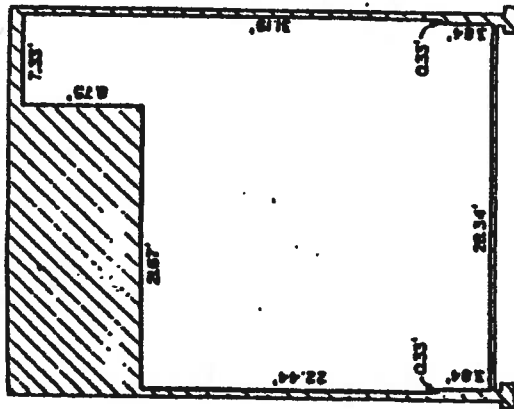
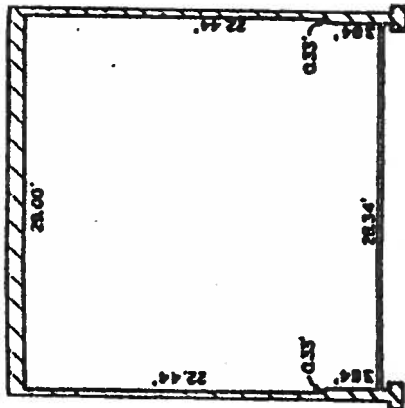
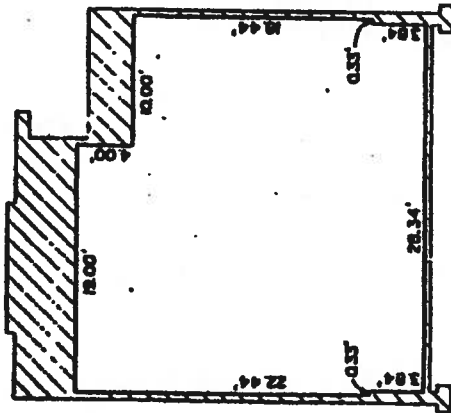
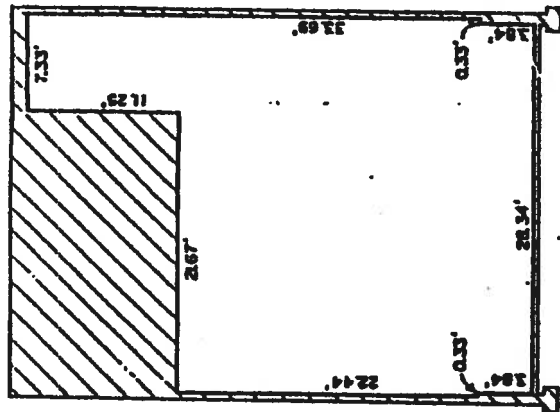
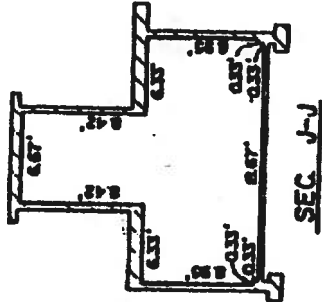
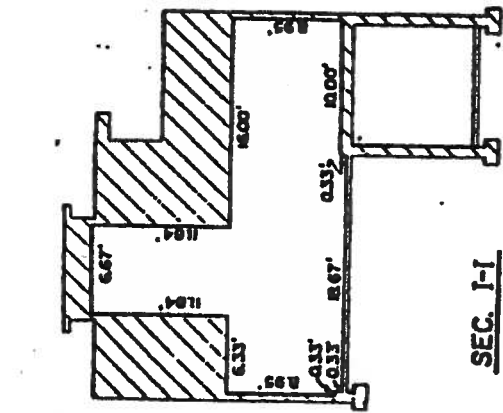


LEGEND

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT

OWNERSHIP LINES ARE PERPENDICULAR TO EACH OTHER UNLESS OTHERWISE NOTED





PROPOSED

| | |
|-------------|---------------|
| DATE | 11/11/11 |
| BY | STANLEY A. J. |
| CHECKED | STANLEY A. J. |
| APPROVED | STANLEY A. J. |
| NOTED | STANLEY A. J. |
| AS SHOWN ON | AS SHOWN ON |

LIMITS OF OWNERSHIP
 GENERAL COMMON ELEMENT
 OWNERSHIP LINES ARE PERPENDICULAR UNLESS OTHERWISE NOTED



| SECTION | VIEWS | CLARIFICATION |
|---------|-------|---------------|
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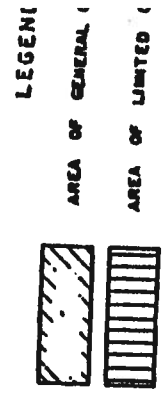
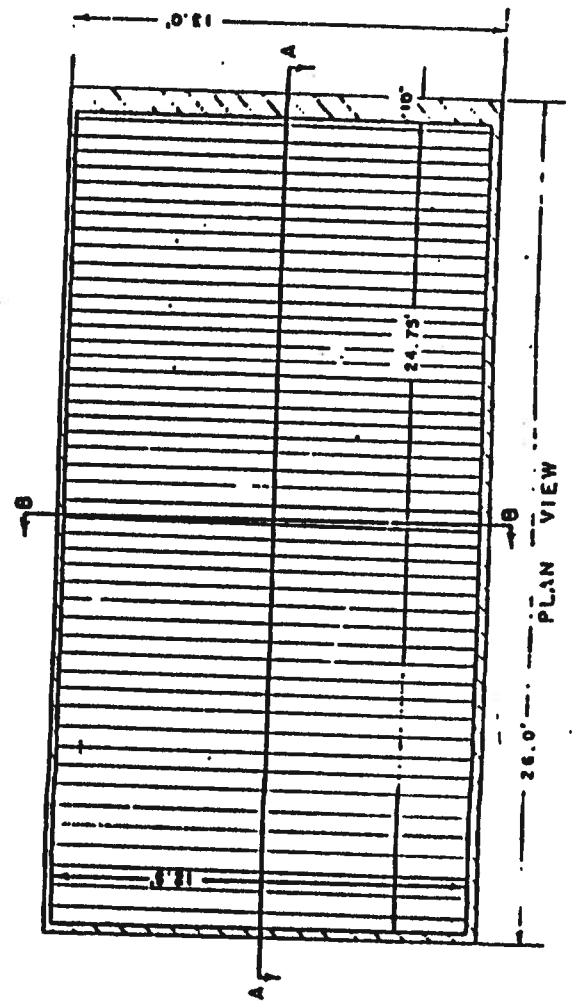
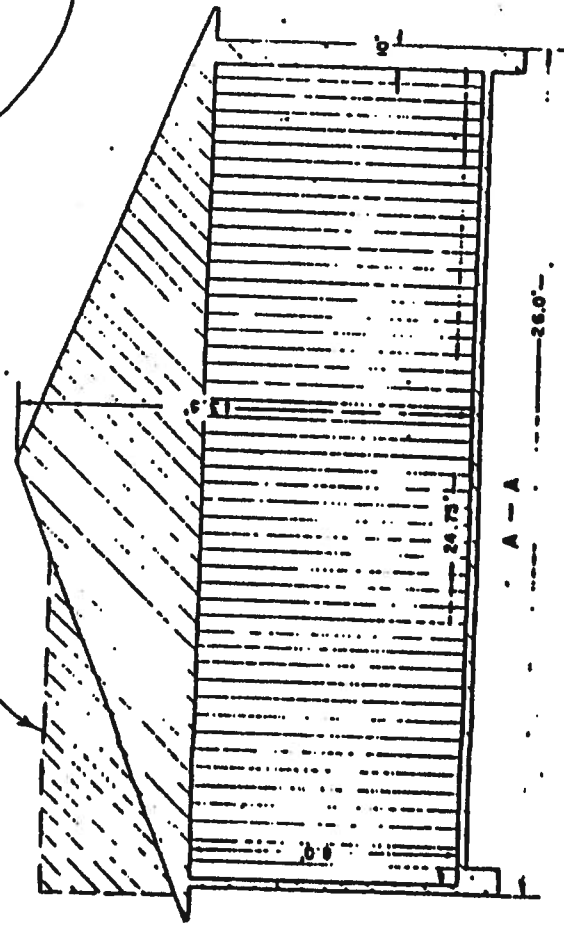
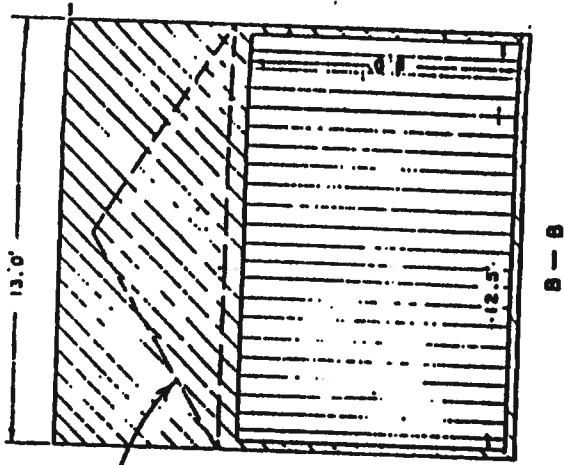
SCALE 1" = 5'

PROPOSED

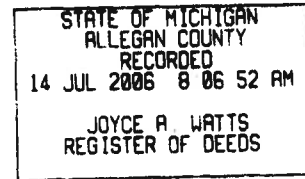
| UNITS | IQ, 59+ GI | NEED | N |
|-------|------------|------|---|
|-------|------------|------|---|

[illegible]

NOTE: FALSE CORNER IS TYPICAL OF
GARAGE UNITS A, O, E, M, I, L, N, P,
Q, T, U, X, Y, BQ, CC, FF, GG, AND JU ONLY.



| | | |
|--|--|--|
| | | T CARP 1" = 2' OCT 1993 27 |
|--|--|--|



FIFTH AMENDMENT TO MASTER DEED OF
TOWER HARBOR CONDOMINIUM

TOWER HARBOR CONDOMINIUM ASSOCIATION (the "Association"), a Michigan nonprofit corporation representing the co-owners of the TOWER HARBOR CONDOMINIUM, which is a Condominium Project established pursuant to the Master Deed recorded on March 10, 1983, in Liber 1030, Pages 375 through 417, inclusive, Allegan County records; as amended by the First Amendment to Master Deed recorded on October 31, 1985, in Liber 1096, Pages 246 through 261, inclusive; as amended by the Second Amendment to Master Deed recorded on March 9, 1988, in Liber 1179, Pages 204 through 213, inclusive; as amended by the Third Amendment to Master Deed recorded on February 28, 1989, in Liber 1213, Pages 803 through 827, inclusive; and as amended by the Fourth Amendment to Master Deed recorded on October 10, 1993, in Liber 1430, Pages 762 through 793, inclusive (the "Condominium"), hereby amends the Master Deed of the Condominium. This amendment is being made pursuant to the authority contained in Article VII of the Master Deed and pursuant to the authority contained in Section 90(2) of the Michigan Condominium Act for the purpose of:

- A. Allowing for building additions to be constructed to certain Units;
- B. Converting certain lawn areas in the General Common Elements to building structural components that constitute General Common Elements or parts of existing Units; and
- C. Providing for the Unit owners to assume certain maintenance responsibilities with respect to these building additions.

The Master Deed, therefore, is amended in the following manner:

1. The Condominium Subdivision Plan attached as Exhibit B to the Master Deed of the Condominium, as previously amended, is further amended by substituting for original Sheets No. 1, 3, 12, 13, 14, and 15 of the Condominium Subdivision Plan the attached Sheets No. 1 through 5 of Replat No. 5 of Allegan County Condominium Subdivision Plan No. 16.

REC'D JUL 13 2006



2. The purpose of the amended sheets of Replat No. 5 of the Condominium Subdivision Plan is to amend Units 17 through 36, which are located in buildings 5, 6, 7, 8, and 9. The Association by the requisite vote of the Unit owners of the Condominium at a duly constituted meeting held on June 29, 2002, authorized the construction of two story additions on each end of these buildings to convert existing patios and decks to enclosed rooms that become part of the affected Units listed above. The authorized additions also result in the conversion of a minimal amount of General Common Element lawn areas to General Common Element structural components of the buildings and Units.

3. This Fifth Amendment to Master Deed implements the building additions authorized by the Unit owners at the June 29, 2002, meeting of the Unit owners, and the owners of Units 17 through 36 are hereby authorized to construct additions at the Unit owners' expense in accordance with the general construction plans previously approved by the Association. The specific construction plans for any building additions that have not yet been constructed shall be approved prior to construction by the Association Board of Directors, whose approval shall not be unreasonably withheld or delayed as long as the specific construction plans for each Unit are substantially the same as the additions that have already been constructed in accordance with the general construction plans previously approved by the Association. The Association Board of Directors also has previously authorized installation of rooftop dormer windows in certain Units and has authorized the installation of patio window/screen enclosures in certain lower level Units underneath existing decks.

4. Notwithstanding the existing provisions of the Master Deed with respect to maintenance and repair of the General Common Elements of the Condominium, each Unit owner who has constructed or who constructs a building addition in accordance with this amendment, or who has installed or installs a rooftop dormer window or patio window/screen enclosure shall be responsible for all maintenance and repair obligations and costs associated with the building additions, rooftop dormer windows, or patio window/screen enclosure, including, but not limited to, structural elements, exterior siding, roofing, windows, insulation, drywall, and any electrical or plumbing components. Each Unit owner shall maintain these components in good condition and repair and in a manner that conforms to the exterior appearance of the buildings of which these Units are a part.

The foregoing Fifth Amendment to Master Deed has been approved by the requisite number of Unit owners as required by the Michigan Condominium Act, and is being executed on behalf of the Unit owners by the TOWER HARBOR CONDOMINIUM ASSOCIATION effective on June 19, 2006.

TOWER HARBOR CONDOMINIUM ASSOCIATION

By: Patricia Drewitz
Patricia Drewitz, President



STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me on June 19, 2006, by Patricia Drewitz, as President and on behalf of TOWER HARBOR CONDOMINIUM ASSOCIATION.

Douglas R. MacDonald

Notary Public, Ottawa County, Michigan

My Commission Expires: 11/30/2006

Acting in Ottawa County, Michigan

Prepared by and Return to:

Douglas R. MacDonald

McDowell Buckman & MacDonald PC

✓ ~~44 East 8th Street, Suite 215~~ 217 East 24th Street, #201

Holland, Michigan 49423

(616) 394-4276

REPLAT NO. 5 OF
ALLEGAN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 16
EXHIBIT "B" TO THE MASTER DEED OF:
TOWER HARBOR CONDOMINIUMS
VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

ORIGINAL
DEVELOPER:
TOWER DEVELOPMENT INC.
P.O. BOX 12
DOUGLAS, MI 49406

ORIGINAL
SURVEYOR & ENGINEER:
STERNAMAN & ASSOCIATES
900 INDIANA AVENUE
SOUTH HAVEN, MI 49090

REPLAT
TOWER HARBOR CONDO. ASSOC.
C/O KEYSTONE PROPERTIES INC.
491 CHICAGO DRIVE
HOLLAND, MI 49423

REPLAT
SURVEYOR & ENGINEER:
DRIESENGA & ASSOCIATES, INC.
455 EAST 8TH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

LEGAL DESCRIPTION OF TOWER HARBOR CONDOMINIUMS

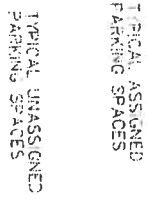
A description of part of Government Lot 5, Northwest 1/4, Section 16, Town 3 North, Range 16 West, Village of Douglas, Saugatuck Township, Allegan County, Michigan, including also Lots 40 through 44 and part of Lots 39, of Terrace Park Heights, according to the recorded plat thereof, more exactly described as:

Commencing at a point which is 866.50 feet North and 33.00 feet East of the West 1/4 corner of said Section 16, being a point on the Eastern right of way of Ferry Street and the Northern right of way of West Shore Court and with bearings referenced to the West line of said Northwest 1/4 as North, thence proceeding North along said Eastern right of way, which is parallel to and 33 feet East of said section line, 754.97 feet; thence North 60°13'02" East, 328.50 feet; thence North 80°32'30" East, 160.78 feet; thence South 69°15'20" East, 292.61 feet; thence South, parallel to said section line, 233.71 feet; thence South 49°00'00" West, 455.00 feet; thence South, parallel to said section line, 305.00 feet to a point on said Northern right of way; thence South 89°25'15" West along said Northern right of way 374.00 feet to the Point of Beginning Containing 10.85 acres more or less.

ATTENTION COUNTY REGISTER OF DEEDS
THE ASTERISK (*) INDICATES THAT
SHEETS ARE AMENDED WHICH ARE
JUNE 21, 2006. THESE SHEETS ARE
REPLACE THOSE PREVIOUSLY RECORDED

- SHEET INDEX**
- *1. COVER SHEET
 - 2. SURVEY PLAN
 - *3. SITE PLAN
 - 4. UTILITY PLAN
 - 5. MAIN FLOOR PLAN - BUILDINGS 2 & 4
 - 6. BASEMENT FLOOR PLAN - BUILDINGS 2 & 4
 - 7. MAIN FLOOR PLAN - BUILDING 1
 - 8. BASEMENT FLOOR PLAN - BUILDING 1
 - 9. SECTIONS - BUILDINGS 1, 2 & 4
 - 10. SECTIONS - BUILDINGS 1, 2 & 4
 - 11. SECTION/FLOOR PLAN RELATIONSHIPS - BUILDINGS 1, 2 & 4
 - *12. FIRST & SECOND FLOOR PLANS - BUILDINGS 5-7
 - *13. SECTIONS - BUILDINGS 5-7
 - *14. FIRST & SECOND FLOOR PLANS - BUILDINGS 8 & 9
 - *15. SECTIONS - BUILDINGS 8 & 9
 - 16. FLOOR PLANS - BUILDING 10
 - 17. SECTIONS - BUILDING 10
 - 18. SECTIONS - BUILDING 10
 - 19. FLOOR PLANS - UNITS 9, 50-58 & 60
 - 20. FLOOR PLANS - UNITS 10, 59 & 61
 - 21. SECTIONS - BUILDINGS 11-14 & 3
 - 22. SECTIONS - BUILDINGS 11-14 & 3
 - 23. FLOOR PLANS - BUILDING 15
 - 24. SECTIONS - BUILDING 15
 - 25. SECTIONS - BUILDING 15
 - 26. SECTIONS/FLOOR PLAN RELATIONSHIPS - BUILDINGS 15
 - 27. GARAGE UNITS A THRU J

CHAS. R. CAINE, P.E.
DRIESENGA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

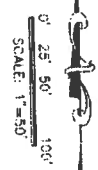


NOTE: BUILDING COORDINATES
PERFECT EXTERIOR FACE

NOTE: SEE SHEET 5 FOR DETAILS
OF AREAS DESIGNATED AS
LIMITED COMMON ELEMENT

NOTE: ON SITE STREETS HAVE
NO WAVES

NOTE: COORDINATES ARE REFERENCED TO A MONUMENT SET AT THE SOUTHWEST CORNER OF THE PROPERTY SINCE NO ESTABLISHED COORDINATE SYSTEM EXISTS IN THIS AREA



GENERAL COMMON
ELEMENT
LIMITED COMMON
ELEMENT

[illegible]

GENERAL NOTES:

SECRET

2) CONDUITS ARE BUILT ON 4" ASSURED DRAINAGE. THE ORIGIN OF THE CONDUITS COMING FROM THE EASTERN SIDE OF THE PROJECT AREA IS LOCATED AT A NEIGHBORING COMMERCIAL PROPERTY WITH A NEIGHBORING LOT AN EASTING OF 59202.

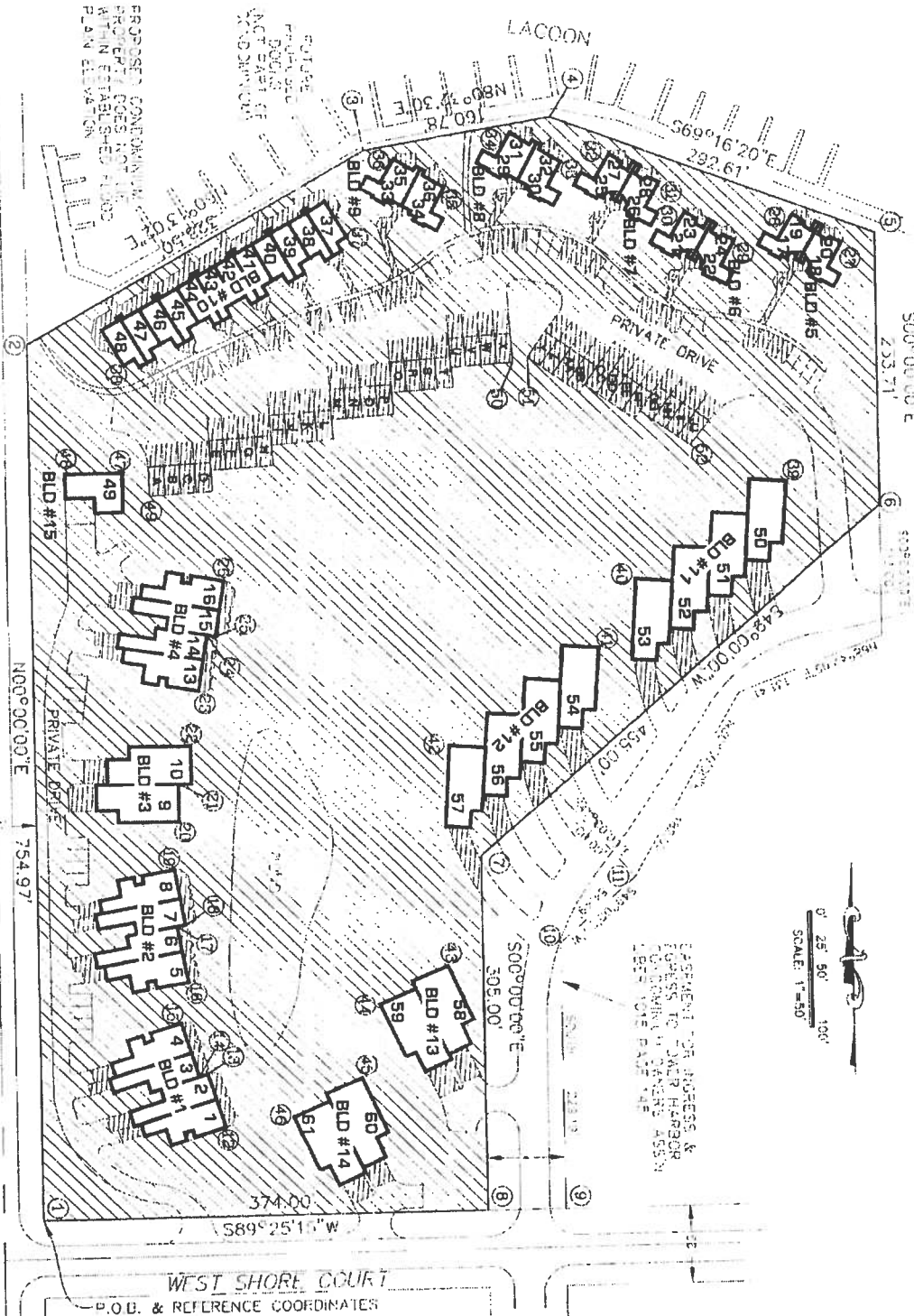
3) PUBLIC UTILITY DEPOSITS WITHIN THE PROJECT BUILT.

4) THIS PROJECT FALLS IN ZONE "C" OF THE FLOOD INSURANCE RATE MAP. COMMUNITIES HAVE NO 24 HOUR DRAINAGE. THE PROJECT AREA IS A WASH BASIN AN EFFECTIVE DATE OF FEBRUARY 1984. THE PROJECT AREA IS ZONE "C" IS DESIGNATED AS AREAS OF MINOR FLOOD RISK.

5) THE FOLLOWING UNITS AND ALL APPLICABLE UNITS ARE BUILT TO THE FOLLOWING STANDARDS SERVING THEM MUST BE BUILT: UNITS 1 THROUGH 100.

2.1 PUBLIC UTILITY SERVICES WITHIN THE PROJECT AREA

PROPOSED CONDOMINIUM
PROJECT CONSISTS OF
NINETEEN ESTABLISHED AND
NINE NEW UNITS

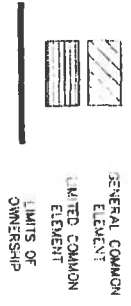
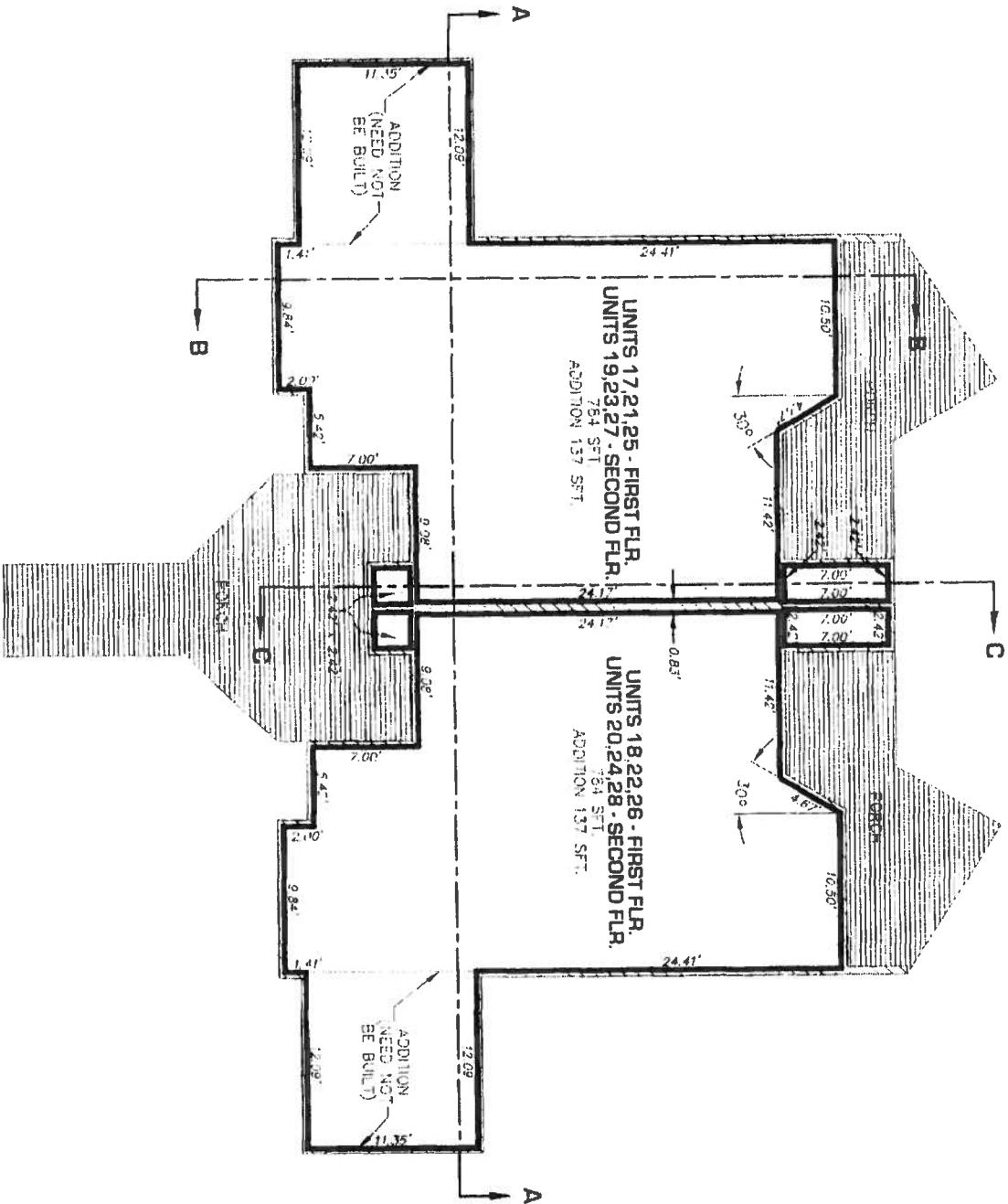


SITE PLAN

CHRIS R. CLINE P. S. #45495
DRESENKA & ASSOCIATES, INC.
485 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

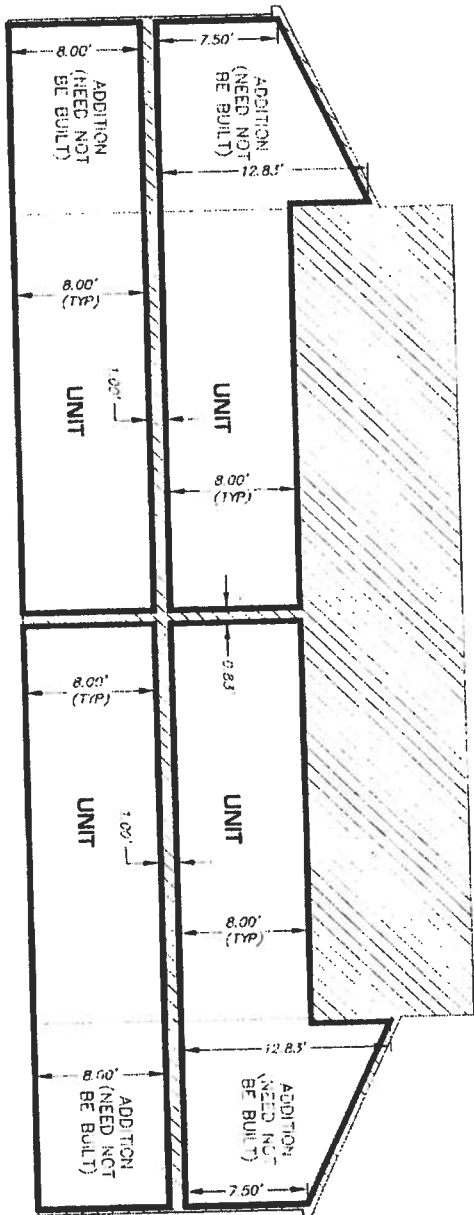
PROPOSED RE-PLAY NO. 5 DATED: 6-

FIRST & SECOND FLOOR PLANS - BUILDINGS 5-7

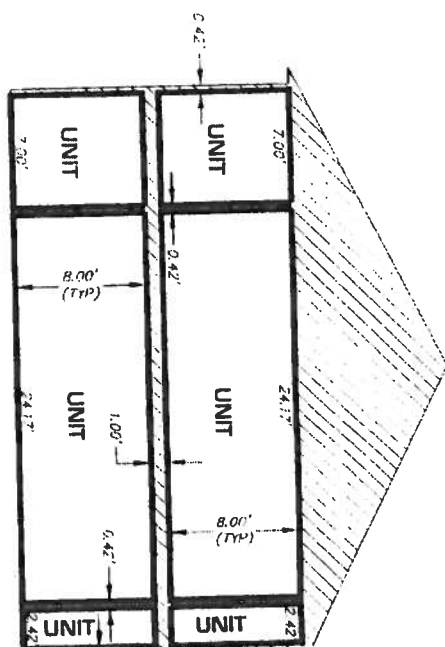


- GENERAL NOTES
- 1.) ALL EXTERIOR WALLS ARE GENERAL COMMON ELEMENTS
 - 2.) ALL EXTERIOR WALLS ARE 0.41' (5") THICK (UNLESS OTHERWISE NOTED)
 - 3.) ALL LOAD BEARING BEAMS, COLUMNS AND WALLS, SHOWN OR NOT, ARE GENERAL COMMON ELEMENTS
 - 4.) OWNERSHIP LINES ARE 45°, 90° OR 135° TO EACH OTHER, UNLESS OTHERWISE SHOWN.
 - 5.) THIS PLAN IS A REPRESENTATION OF THE UNITS. MINOR VARIATIONS IN DIMENSIONS AND AREA ARE POSSIBLE.
 - 6.) M.F.E. = MAIN FLOOR ELEVATION

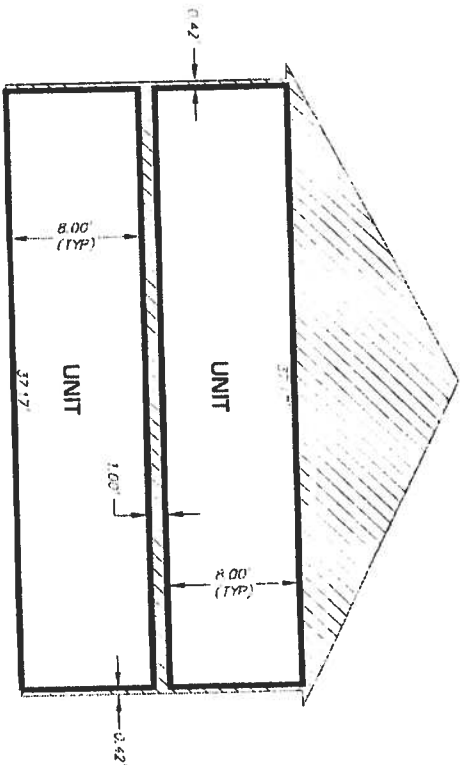
CHRIS R. CLINE
 DRESSEN & ASSOCIATES, INC.
 455 EAST EIGHTH STREET, SUITE 100
 HOLLAND, MICHIGAN 49423



SECTION A-A



SECTION C-C



SECTION B-B

GENERAL NOTES

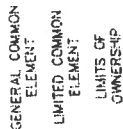
- 1.) ALL EXTERIOR WALLS ARE GENERAL COMMON ELEMENTS.
- 2.) ALL EXTERIOR WALLS ARE 0.41' (5") THICK (UNLESS OTHERWISE NOTED).
- 3.) ALL LOAD BEARING BEAMS, COLUMNS AND WALLS SHOWN OR NOT, ARE GENERAL COMMON ELEMENTS.
- 4.) OVERHEAD LINES ARE 48" OR 60" OR 1.50' TO EACH OTHER, UNLESS OTHERWISE SHOWN.
- 5.) THIS PLAN IS A REPRESENTATION OF THE UNITS MINOR VARIATIONS IN DIMENSIONS AND AREA ARE POSSIBLE.
- 6.) M.F.L. = MAIN FLOOR ELEVATION.

| UNIT ELEVATION SCHEDULE | | | |
|-------------------------|-------------|--------------|--|
| BUILDING NO. | FIRST FLOOR | SECOND FLOOR | |
| 5 | 586.42 | 595.74 | |
| 6 | 587.00 | 596.32 | |
| 7 | 587.59 | 596.89 | |

GENERAL COMMON
ELEMENT
LIMITS OF
COMMONS

CHRIS R. CLINE
DREIER & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 100
HOLLAND, MICHIGAN 49423

P.S. #45495



1) ALL EXTERIOR WALLS ARE GENERAL COMMON ELEMENTS.

2.) ALL EXTERIOR WALLS ARE 0.4' (5") THICK
(UNLESS OTHERWISE NOTED)

3. ALL LEAD BEARING BEAMS, COLUMNS AND WALLS, SHOWN OR NOT, ARE GENERAL COMMON ELEMENTS.

4.) OWNERSHIP LINES ARE 45°, 90° OR 135° TO EACH OTHER, UNLESS OTHERWISE SHOWN.

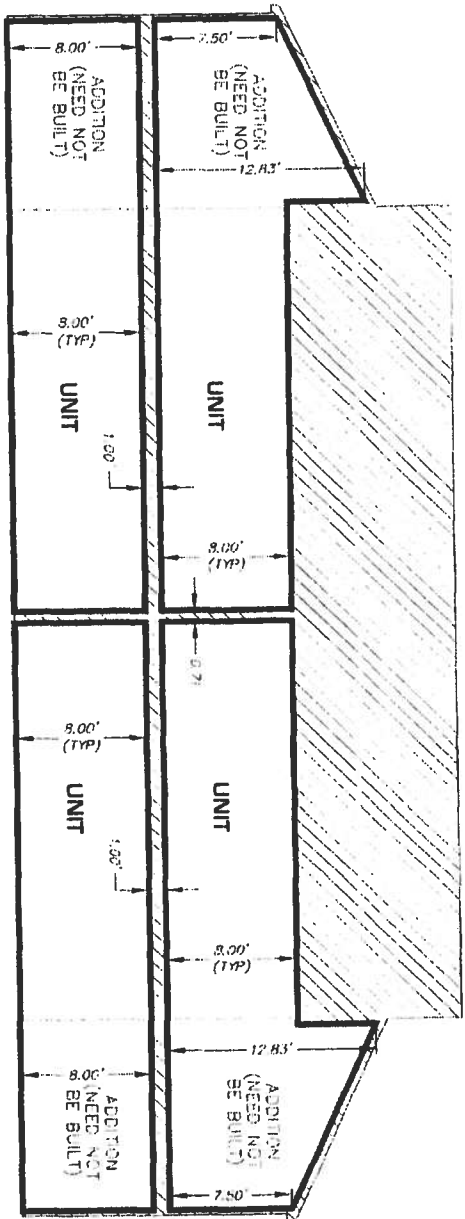
5.) THIS PLAN IS A REPRESENTATION OF THE UNITS. MINOR VARIATIONS IN DIMENSIONS AND AREA ARE POSSIBLE.

 $\Delta V_{eff} = \Delta V_{atm} + \text{FLOOR ELEVATION}$

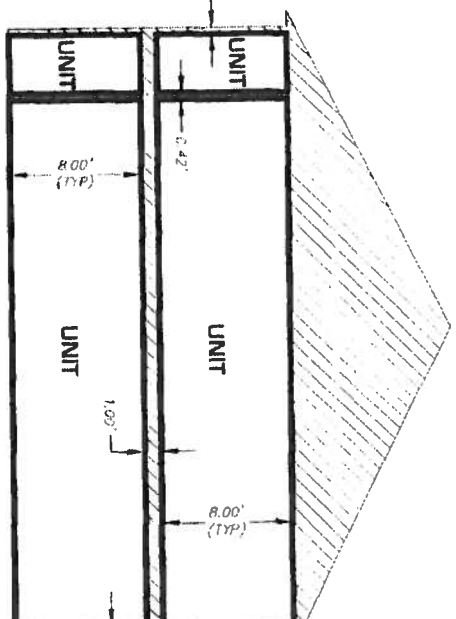
CHRIS R. CLINE P.S. #45495
PRESENKA & ASSOCIATES, INC.
455 EAST EIGHTH STREET, SUITE 103
HOLLAND, MICHIGAN 49423

FIRST & SECOND FLOOR PLANS - BUILDINGS 8 & 9

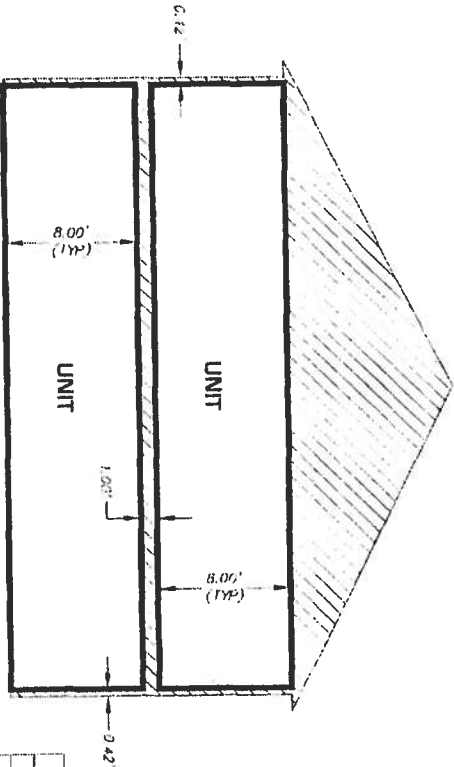
RECEIVED RE-PLAT NO. 5 DATED. 6-



SECTION A-A



SECTION C-C



SECTION B-B

GENERAL NOTES

1. ALL EXTERIOR WALLS ARE GENERAL COMMON ELEMENTS.
2. ALL EXTERIOR WALLS ARE 6" (1.5") THICK (UNLESS OTHERWISE NOTED).
3. ALL LOAD BEARING BEAMS, COLUMNS AND WALLS SHOWN OR NOT, ARE GENERAL COMMON ELEMENTS.
4. DIMENSION LINES ARE 45° OR 135° TO EXISTING, UNLESS OTHERWISE NOTED.
5. THIS PLAN IS A REPRESENTATION OF THE UNITS. MINOR VARIATIONS IN DIMENSIONS AND AREA ARE POSSIBLE.
6. M.F.E. = MAIN FLOOR ELEVATION.

| UNIT ELEVATION SCHEDULE | | |
|-------------------------|-------------|--------------|
| BUILDING NO. | FIRST FLOOR | SECOND FLOOR |
| B | 588.35 | 597.35 |
| 9 | 589.36 | 598.36 |



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