

## 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".

### WITNESSETH

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 \_\_\_\_\_