

HARBOUR COVE ON THE LAKE
A CONDOMINIUM COMMUNITY
CONSOLIDATING MASTER DEED

THIS CONSOLIDATING MASTER DEED is made and executed on this ____ day of October, 1999, by Harbour Cove Associates, L.L.C., a Michigan limited liability company ("Developer"), whose address is 200 E. Brown Street, Suite 101, Birmingham, Michigan 48009-6204, in pursuance of the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act").

RECITALS:

On November 14, 1995, the Developer recorded a Master Deed, together with Condominium Bylaws and the Condominium Subdivision Plan, in the Washtenaw County Register of Deeds at Liber 3179, Pages 12 through 79, and known as Washtenaw County Condominium Subdivision Plan No. 227, to establish Harbour Cove On The Lake as a residential Condominium Project under the provisions of the Act (the "Condominium," "Project," or the "Condominium Project"). A First Amendment to Master Deed was recorded in the Washtenaw County Register of Deeds at Liber 3187, Pages 961 through 963 on December 6, 1995, for the purpose of enlarging the expandable area of the Condominium. A Second Amended and Restated Master Deed was recorded in the Washtenaw County Register of Deeds in Liber 3198, Pages 439 through 519 on January 3, 1996 to further amend and to restate the Master Deed for the purpose of correcting errors and expanding the Condominium. A First Amendment to the Second Amended and Restated and Master Deed was recorded in the Washtenaw County Register of Deeds in Liber 3269, Pages 343 through 355 on June 4, 1996 to establish Multi-Use Storage Areas, to revise the floor plans to show certain water distribution equipment, the relocation of certain carports, and to show the proper location of the volley ball court.

NOW, THEREFORE, the Developer, upon the recording of this Consolidating Master Deed, finally amends and consolidates the Master Deed to describe Harbour Cove On The

Lake as a completed Condominium Project under the provisions of the Act and confirms that the Condominium shall continue to 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 Consolidating Master Deed, the Condominium Bylaws, and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, representatives, administrators, and assigns. The Condominium Bylaws shall remain as stated in Exhibit A to the Second Amended and Restated Master Deed recorded January 3, 1996, and which are attached hereto as Exhibit A. The Condominium Subdivision Plan, attached as Exhibit B to the Second Amended and Restated Master Deed, was amended by the First Amendment to the Second Amended and Restated Master Deed recorded June 4, 1996. That Condominium Subdivision Plan, as so amended, superseded and replaced with the attached "Washtenaw County Condominium Subdivision Plan No. 227 Exhibit "B" to the Consolidating Master Deed for Harbour Cove on the Lake" for the purpose of showing the Condominium Project as completed. In furtherance of this Consolidating Master Deed for the Condominium Project, it is provided as follows.

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Harbour Cove On The Lake, Washtenaw County Condominium Subdivision Plan No. 227. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium Project, including the number, boundaries, dimensions, and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. 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 a particular and exclusive property right to his Unit and the Limited Common Elements appurtenant to it and shall have an undivided and inseparable interest with the other Co-owners in the General Common Elements of the Condominium Project and shall share with the other Co-owners the General Common Elements of the Project as provided in this Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Project, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Project, other than that which is expressly provided herein.

ARTICLE II

LEGAL DESCRIPTION

The land on which the Condominium Project is situated and that is submitted for condominium ownership pursuant to the Act, is located in the Township of Ypsilanti and is particularly described as follows:

LAND IN THE SOUTHEAST 1/4 OF SECTION 23, T. 3 S., R. 7 E., TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN, COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 23, THENCE S. 89°57'45" E., 1190.91 FEET ALONG THE SOUTH LINE OF SAID SECTION 23 AND CENTERLINE OF TEXTILE ROAD (PUBLIC - 93 FEET WIDE), THENCE N. 00°22'40" E., 60.00 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING N 89°57'45" W., 684.56 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF TEXTILE ROAD TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH HURON RIVER DRIVE (PUBLIC - 120 FEET WIDE); THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH HURON RIVER DRIVE THE FOLLOWING THREE (3) COURSES AND DISTANCES N. 01°35'20" W., 53.53 FEET AND 261.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 41°37'30" AND A CHORD LENGTH OF 255.82 FEET WHICH BEARS N. 22°24'00" W. AND N. 43°12'45" W., 346.18 FEET; THENCE N. 46°47'15" E., 129.22 FEET; THENCE S. 45°53'00" E., 64.36 FEET; THENCE S. 25°50'50" E., 122.90 FEET; THENCE S. 56°13'30" E., 150.20 FEET; THENCE S. 62°05'50" E., 142.60 FEET; THENCE N. 84°26'00" E., 289.21 FEET; THENCE N. 64°11'40" E., 179.52 FEET; THENCE N. 45°27'20" E., 182.33 FEET; THENCE S. 00°22'40" W., 559.72 FEET TO THE POINT OF BEGINNING. CONTAINING 7.26 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, AND TOGETHER WITH AND FURTHER SUBJECT TO DECLARATION OF EASEMENTS, RIGHTS, AND JOINT MAINTENANCE OBLIGATIONS AS SET FORTH IN LIBER 3179 AND PAGES 1 THROUGH 11, RECORDED THE 14TH DAY OF NOVEMBER, 1995, WASHTENAW COUNTY RECORDS, INCLUDING HARBOUR COVE ON THE LAKE CONDOMINIUM, AS SET FORTH IN THIS CONSOLIDATING MASTER DEED, WHICH CONDOMINIUM WAS PREVIOUSLY DESCRIBED IN A MASTER DEED RECORDED AT LIBER 3179, PAGES 12 THROUGH 79, A FIRST AMENDMENT TO MASTER DEED RECORDED AT LIBER 3187, PAGES 961 THROUGH 963, A SECOND AMENDED AND RESTATED MASTER DEED RECORDED AT LIBER 3198, PAGES 439-519, AND A FIRST AMENDMENT TO SECOND AMENDED AND RESTATED MASTER DEED RECORDED IN LIBER 3269, PAGES 343 THROUGH 355 ALL OF WHICH RECORDINGS ARE IN WASHTENAW COUNTY RECORDS.

ARTICLE III

DEFINITIONS

Section 1. 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 instruments such as, by way of example and not limitation, the Articles of Incorporation and the Rules and Regulations of the Harbour Cove Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of, or transfer of, interests in Harbour Cove On The Lake as a Condominium. Wherever used in

such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

a. Act. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

b. Arbitration Association. "Arbitration Association" means the American Arbitration Association or its successor.

c. Association. "Association" means Harbour Cove Condominium Association, which is 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 shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

d. Board of Directors. "Board of Directors" means the persons designated by the Bylaws to administer the affairs of the Condominium as required by Section 54 of the Act.

e. Bylaws. "Bylaws" means Exhibit A hereto, the Second Amended and Restated Master Deed being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

f. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV.

g. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, the Declaration of Easements, Rights, and Joint Maintenance Obligations, the Articles of Incorporation, and the Rules and Regulations, if any, of the Association, as all of the same may be amended from time to time.

h. Condominium Premises. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights, and appurtenances belonging to Harbour Cove On The Lake, as described in Article II above.

i. Condominium Project, Condominium, or Project. "Condominium Project," "Condominium," or "Project" each mean Harbour Cove On The Lake as a Condominium Project established in conformity with the provisions of the Act.

j. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

k. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed that shall describe Harbour Cove On The Lake as a completed Condominium Project and shall reflect the entire land area in the Condominium Project as finally enlarged and configured and which shall express percentages of value pertinent to each Unit as finally readjusted. The Consolidating Master Deed, if and when recorded in the office of the Washtenaw County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

l. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust, land contract vendee, if the land contract so provides, or other legal entity or any combination thereof who or which own one (1) or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

m. Declaration. "Declaration" means the Declaration of Easements, Rights, and Joint Maintenance Obligations recorded in Liber 3179, Pages 1 through 11, Washtenaw County Records, as it may be amended.

n. Developer. "Developer" shall mean Harbour Cove Associates, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents

o. First Annual Meeting. "First Annual Meeting" means the initial meeting at which nondeveloper Co-owners are permitted to vote for the election of all Directors and upon all other matters that may properly be brought before the meeting. The meeting is to be held: (a) in the Developer's sole discretion after twenty-five (25%) percent of the Units that may be created are sold, (b) mandatorily within fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Condominium Project, or (c) mandatorily within one hundred twenty (120) days after conveyance to nondeveloper Co-owners of legal or equitable title to seventy-five (75%) percent or more of the Units that may be created, whichever occurs first.

p. Sales Period. "Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit that it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units.

q. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceeds the votes that may be cast by the Developer.

r. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Harbour Cove On The Lake, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Other terms that may be utilized in the Condominium Documents and that are not defined hereinabove shall have the meanings as provided in the Act.

Section 2. Use of Pronouns. 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 and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in the attached Exhibit B and the respective responsibilities for maintenance, decoration, repair, or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

a. Land. The land and beneficial easements described in Article II hereof, including roads, driveways, parking area (to the extent not designated as Limited Common Elements on the Condominium Subdivision Plan), and sidewalks, and other common areas, when included as a part of the Project (subject to the rights of the public, if any, over any portions of rights-of-way). Notwithstanding the foregoing, the Association may, in its discretion, assign General Common Element parking spaces, if any, to individual Co-owners on an equitable basis as may be determined by the Board of Directors, subject to the provisions of Article VII, Section 8 of the Condominium Bylaws. Further, the Developer may, in its discretion, assign General Common Element parking spaces, if any, to individual Co-owners on an equitable basis as may be determined by the Developer at any time during the Sales Period.

b. Electrical. The electrical transmission system throughout the Project, including that contained within Unit walls, up to the point at which such electrical system connects to the service panel located within each Unit furnace room and also including the electric meter for each Unit and building and all exterior lighting fixtures.

c. Gas. The gas distribution system throughout the Project, including the gas meters for the Condominium Premises and the gas meter for each Unit, up to the point of connection with gas fixtures or appliances within any Unit, but not including the individual shut-off valve for said fixtures or appliances.

d. Telephone. The telephone system throughout the Project up to the point of entry to each Unit.

e. Water. The water distribution system throughout the Project, including that portion of such system contained within any Unit walls or floors, up to the point of connection with plumbing fixtures within any Unit, but not including the individual shut-off

valve for said fixtures. All water meters and the exterior irrigation system for the Condominium Premises shall also be General Common Elements.

f. Sanitary Sewer. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

g. Storm Sewer. The storm sewer system throughout the Project.

h. Telecommunications. The telecommunications system throughout the Project, up to, but not including, connection to provide service to each Unit

i. Construction. Foundations, supporting columns, unit perimeter walls (but not including windows and doors therein), roofs, ceilings, and floor construction between Unit levels.

j. Easements. All beneficial easements, referred to in Article II hereof.

k. Exterior Decorative Elements. The exterior signage and landscaping located on the Condominium Premises.

l. Exterior Meter Room. The housing that contains the utility meters and all the meters therein for the Condominium Units.

m. Exterior Doors. The exterior portion of all Unit entrance doors, including all kickplates, door knobs, and other exterior hardware.

n. Wooden Docks, Benches, Observation Decks, and Gazebo. The Declaration assigned, in part, access rights to the land owned by the Charter Township of Ypsilanti along the water's edge of Ford Lake. The wooden docks, benches, observation decks, and gazebo are situated on this land. These areas, to the extent of their assigned rights held by the Condominium, are general common elements.

o. Maintenance Shed. The maintenance shed as shown on the Condominium Subdivision Plan.

p. Storage Areas. The storage areas in the basements of buildings 5, 6, and 7, as shown on the Condominium Subdivision Plan and not designated as Limited Common Elements.

q. Recreational Facilities. The community bath house, swimming pool, tennis court, and sand volleyball court shown on the Condominium Subdivision Plan.

r. Parking Lot. The parking lot of the Project, excluding all carports.

s. Stairways and Hallways. The stairways, hallways, and corridors in the Project as shown on the Condominium Subdivision Plan and not designated as Limited Common Elements.

t. Laundry Center. The laundry rooms in buildings 5, 6, and 7, as designated on the Condominium Subdivision Plan

u. Other. All other elements of the Project not designated in this document as Limited Common Elements that are not enclosed within the boundaries of a Unit and that are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

Some of the utility lines, systems (including mains and service leads), and equipment may be owned by the local public authority or by a utility or cable television company that is providing the pertinent service. Accordingly, such lines, systems, and equipment shall be General Common Elements only to the extent of the Co-owners' interest in them, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

a. Porches. Each individual porch in the Project shall be limited in use to the Co-owner(s) of the Unit(s) that open onto such porch.

b. Balconies or Patios. Each individual balcony or patio in the Project shall be limited in use to the Co-owner of the Unit that opens into such balcony or patio.

c. Doors and Windows. Each Unit, entrance and balcony and/or patio door (if applicable), window, screen, and storm window in the Project shall be limited in use to the Co-owner of the Unit to which it is attached.

d. Interior Surfaces. The interior surfaces of Unit perimeter walls, ceilings, and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of that Unit

e. Exterior Furnace Room. Each exterior furnace room shall be limited in use to the Co-owner whose Unit each such furnace room services and to which it is appurtenant.

f. Air Conditioning Units, Furnaces, and Water Heaters. Each air conditioner, furnace, water heater, and related equipment or accessories that services a Unit is limited in use to the Co-owner of the Unit serviced by that air conditioner compressor, furnace, and water heater.

g. Carports and Parking Spaces. Each carport and parking space shall be a Limited Common Element appurtenant to the Unit to which it is assigned as designated on the Condominium Subdivision Plan.

h. Boat Slips. The Declaration assigned, in part, access rights to the land owned by the Charter Township of Ypsilanti along the water's edge of Ford Lake. The dock and boat slips are situated on this land and in Ford Lake. The Developer has

reserved the sole and exclusive right to assign the usage of boat slips within this area. Those boat slips assigned by the Developer for usage by Harbour Cove On The Lake Condominium may be established as limited common elements by the Developer, from time to time, by assignment in unit deeds and/or assignments as provided for in Section 4 of this Article. Each boat slip established as a limited common element shall be limited in use to the Co-owner of the Unit to which it is assigned as designated on the Condominium Subdivision Plan.

i. Storage Areas. Each individual storage area is limited in use to the Co-owner of the Unit to which it is assigned by corresponding number, as designated on the Condominium Subdivision Plan.

j. Stairways and Hallways. Stairways, hallways, and corridors shown as Limited Common Elements on the Condominium Subdivision Plan are limited in use to the Co-owners (and their guests and invitees) of the individual Units requiring access to such stairways, hallways, and corridors for ingress and egress

k. Multi-Use Storage Area. Each of the twelve (12) Multi-Use Storage Areas may be used for the storage by the Co-owner of the Unit to which such Storage Area may be sold for the storage of boats, cars, boat trailers, or watercraft, as may be designated by the Developer at the time of sale of such Storage Area. The six (6) northern Storage Areas shall be for storage of boats, boat trailers, or watercraft, and the six (6) southern Storage Areas shall be for cars, subject to reallocation by the Developer as to use, number or location of spaces for a particular use, or otherwise, which right of reallocation the Developer solely and exclusively reserves to itself. The Multi-Use Storage Areas shall be limited common elements appurtenant to the Unit of the Co-owner to whom such Storage Area is sold and shall be limited in use to such Co-owner, subject to the Developer's right of reallocation.

If any of the Limited Common Elements described in this provision have not been assigned in the Condominium Subdivision Plan, the Developer reserves the right to designate each such element as a Limited Common Element appurtenant to a particular Unit by subsequent amendments to this Master Deed. The Co-owners and mortgagees of Condominium Units and all other parties interested in the Project shall be deemed to have irrevocably and unanimously consented to such amendments and irrevocably appoint the Developer or its successors as agent and attorney to make any such amendments to the Master Deed.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair, and replacement of the Common Elements are as follows:

a. Balconies or Patios. The cost of maintenance, repair, and replacement of the balconies and patios, referred to in Article IV, Section 2.b, shall be borne by the individual Co-owner of the Unit each balcony or patio is appurtenant; provided, however, changes in the exterior appearance of the balconies or patios shall be subject to the prior written approval of the Association.

b. Porches. The cost of maintenance, repair, and replacement of the porches, referred to in Article IV, Section 2.a., shall be the responsibility of the Association.

c. Doors and Windows. The cost of repair, replacement, and exterior maintenance of each Unit entrance door and the glass and screen portions of all windows referred to in Article IV, Section 2.c. shall be borne by the Association, except to the extent that such repair or replacement results from the act or omission of the Co-owner of the Unit (or the Co-owner's guests and invitees) to which any such door and windows are appurtenant in which case such expense shall be borne by such Co-owner; provided, however, that no changes in design, material, or color may be made therein without express written approval of the Association (and the Developer during the Sales Period). The interior surface of all doors and windows shall be maintained by the Co-owner of the Unit to which any such door or windows are appurtenant.

d. Exterior Furnace Rooms. The cost of maintenance, repair, and replacement of the exterior furnace rooms, referred to in Article IV, Section 2.e., shall be borne by the individual Co-owner of the Unit each exterior furnace room services and is appurtenant.

e. Utility Costs. All costs for electricity and gas, through the Unit meters described in Article IV shall be borne by the Co-owner of the Unit serviced by such meters. The utility charges for water and sewage shall be paid by the Association as a common expense pursuant to Article II of the Bylaws.

f. Interior Surfaces. The cost of decoration and maintenance (but not repair or replacement, except in cases of Co-owner fault) of all surfaces referred to in Article IV, Section 2.d., shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

g. Air Conditioning Units, Furnaces, and Water Heaters. The cost of maintenance, repair, and replacement of the air conditioning units, furnaces, water heaters, and related equipment or accessories referred to in Article IV, Section 2.f., shall be borne by the Co-owner of each Unit to which such air conditioning unit, furnace, and water heater services.

h. Carports and Multi-Use Storage Areas. The costs of maintenance, repair, and replacement of the carports and of the Multi-Use Storage Areas, referred to in Article IV, Sections 2.g. and 2.k., respectively, shall be borne by the Association, except to the extent that such repair or replacement results from the act or omission of the Co-owner of the Unit (or the Co-owner's guests and invitees) to which any such carport or Multi-Use Storage Area is appurtenant in which case such expense shall be borne by such Co-owner.

i. Boat Slips. Maintenance, repair, and replacement of the boat slips, referred to in Article IV, Section 2.h., shall be the responsibility of the Association. Upon assignment, the costs of maintenance, repair, and replacement of any boat slip shall be the responsibility of the Co-owner(s) of the Unit(s) to which the boat slip is appurtenant.

j. Wooden Docks, Benches, Observation Decks, and Gazebo. The costs of maintenance, repair, and replacement of the wooden docks, benches, observation decks, and gazebo, referred to in Article IV, Section 1.n., shall be borne by the Association, except to the extent that such repair or replacement results from the act or omission of a Co-owner or a Co-owner's guests and invitees, in which case such expense shall be borne by such Co-owner.

k. Storage Areas. The cost of maintenance and repair (but not replacement, except in cases of Co-owner fault) shall be borne by the Co-owner of each Unit to which it is assigned by corresponding number, as designated on the Condominium Subdivision Plan.

l. Recreational Facilities. The recreational facilities shall be maintained and administered by the Association. The costs associated with maintenance and administration for Co-owner use of and access to the recreational facilities shall be paid by the Association as a common expense pursuant to Article II of the Bylaws.

m. Other. The costs of maintenance, repair, and replacement of all General and Limited Common Elements, other than as described above, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purpose 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 Unit or the Common Elements.

Section 4. Assignment or Reassignment of a Limited Common Element. All Co-owners whose interests would be affected may assign or reassign a Limited Common Element to another Co-owner, on notice to any affected mortgagees, by applying in writing to the Board of Directors of the Association. On receipt of such an application, the Board shall promptly have an amendment to this Master Deed, assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved, prepared and signed and shall deliver the amendment to the Co-owners of the Units affected once they have paid all reasonable costs for the preparation and recording of the amendment.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Unit Description. Each Unit in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Harbour Cove On The Lake as prepared by Michael Leone of MDL & Associates and attached hereto as Exhibit B. Each Unit shall include all the space contained within the interior finished walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines, together with all appurtenances thereto. The dimensions shown on the foundation plans in the Condominium Subdivision Plan have been or will be physically measured by MDL & Associates.

Section 2. Percentage of Value. The total value of the Project is one hundred (100%) percent and the percentage of value assigned to each Unit shall be as stated in Section 3 of this Article V. Each Unit's percentage has been determined under a formula in which a weight of eighty (80%) percent is assigned to the original asking price of the Unit, as determined by Developer of the Sales Period, and twenty (20%) percent to other factors, including square footage, location, and allocable maintenance and operating expenses. The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest in the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration of the Condominium, and the value of such Co-owner's vote at meetings of the Association.

Section 3. Percentage of Value Assignment. Set forth below are:

- a. Each Unit number as it appears on the Condominium Subdivision Plan.
- b. The percentage of value assigned to each Unit.
- c. The type of Unit for purposes of the occupancy limitation as set forth in Article VII, Section 1 of the Bylaws.

<u>Unit Number</u>	<u>Type of Unit</u>	<u>Percentage of Value Assigned</u>
1	Two Bedroom	1.44%
2	Two Bedroom	1.36%
3	Two Bedroom	1.16%
4	Studio	0.63%
5	Three Bedroom	1.44%
6	Two Bedroom	1.16%
7	Studio	0.63%
8	Three Bedroom	1.44%
9	Two Bedroom	1.16%
10	Studio	0.63%
11	Three Bedroom	1.44%
12	One Bedroom	0.92%
13	Studio	0.63%
14	Two Bedroom	1.44%
15	Two Bedroom	1.44%
16	Studio	0.63%
17	One Bedroom	0.92%
18	Three Bedroom	1.44%
19	Studio	0.63%
20	Two Bedroom	1.16%
21	Three Bedroom	1.44%
22	Three Bedroom	1.44%

<u>Unit Number</u>	<u>Type of Unit</u>	<u>Percentage of Value Assigned</u>
23	Two Bedroom	1.16%
24	Studio	0.63%
25	Three Bedroom	1.44%
26	One Bedroom	0.92%
27	Studio	0.63%
28	Two Bedroom	1.44%
29	Two Bedroom	1.44%
30	Studio	0.63%
31	One Bedroom	0.92%
32	Three Bedroom	1.44%
33	Three Bedroom	1.44%
34	Two Bedroom	1.16%
35	Studio	0.63%
36	Studio	0.63%
37	Two Bedroom	1.16%
38	Three Bedroom	1.44%
39	Studio	0.63%
40	Two Bedroom	1.16%
41	One Bedroom	0.92%
42	Studio	0.63%
43	Two Bedroom	1.44%
44	Two Bedroom	1.44%
45	Two Bedroom	1.36%
46	Three Bedroom	1.44%
47	Studio	0.63%
48	Two Bedroom	1.16%
49	Two Bedroom	1.16%
50	Studio	0.63%
51	Three Bedroom	1.44%
52	Three Bedroom	1.44%
53	Three Bedroom	1.44%
54	One Bedroom	0.92%
55	Studio	0.63%
56	Two Bedroom	1.44%
57	Two Bedroom	0.78%
58	Two Bedroom	0.84%
59	Two Bedroom	0.78%
60	Two Bedroom	0.84%
61	Two Bedroom	0.78%

<u>Unit Number</u>	<u>Type of Unit</u>	<u>Percentage of Value Assigned</u>
62	Two Bedroom	0.84%
63	One Bedroom	0.71%
64	One Bedroom	0.71%
65	One Bedroom	0.71%
66	One Bedroom	0.71%
67	Two Bedroom	0.84%
68	Two Bedroom	0.78%
69	Two Bedroom	0.84%
70	Two Bedroom	0.78%
71	Two Bedroom	0.84%
72	Two Bedroom	0.78%
73	Two Bedroom	0.78%
74	Two Bedroom	0.84%
75	Two Bedroom	0.78%
76	Two Bedroom	0.84%
77	Two Bedroom	0.78%
78	Two Bedroom	0.84%
79	One Bedroom	0.71%
80	One Bedroom	0.71%
81	One Bedroom	0.71%
82	One Bedroom	0.71%
83	Two Bedroom	0.84%
84	Two Bedroom	0.78%
85	Two Bedroom	0.84%
86	Two Bedroom	0.78%
87	Two Bedroom	0.84%
88	Two Bedroom	0.78%
89	Two Bedroom	0.78%
90	Two Bedroom	0.84%
91	Two Bedroom	0.78%
92	Two Bedroom	0.84%
93	Two Bedroom	0.78%
94	Two Bedroom	0.84%
95	One Bedroom	0.71%
96	One Bedroom	0.71%
97	One Bedroom	0.71%
98	One Bedroom	0.71%
99	Two Bedroom	0.84%
100	Two Bedroom	0.78%

<u>Unit Number</u>	<u>Type of Unit</u>	<u>Percentage of Value Assigned</u>
101	Two Bedroom	0.84%
102	Two Bedroom	0.78%
103	Two Bedroom	0.84%
104	Two Bedroom	0.78%
105	One Bedroom	<u>0.72%</u>
Total		<u>100.00%</u>

Section 4. Modification to Percentages of Value. The Developer may modify the number, size, style, and location of a Unit or of any Limited Common Element appurtenant to a Unit as described in Exhibit B by an amendment effected solely by the Developer or its successors without the consent of any Co-owner, mortgagee, or other party, as long as the modification does not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attributes or amenities of other Units that adjoin or are proximate to the modified Unit or Limited Common Element. No Unit that has been sold or is subject to a binding purchase agreement shall be modified without the consent of the Co-owner or of the purchaser and the mortgagee. The Developer may also, in connection with any such amendment, readjust percentages of value for all units to give reasonable recognition to such a modification, based on the method by which percentages of value for the Project were originally determined. However, no Unit modified in accordance with this provision shall be conveyed until an amendment to the Master Deed has been recorded. All Co-owners, mortgagees of Units, and other parties interested in the Project shall be deemed to have unanimously consented to any amendments necessary to effect such modifications and, subject to the limitations stated in this Master Deed, to the proportionate reallocation of percentages of value of existing Units that the Developer or its successors determines is necessary in conjunction with such modifications. All such interested parties irrevocably appoint the Developer or its successors as agent and attorney to sign such amendments to the Master Deed and all other Condominium Documents as may be necessary to effect such modifications.

ARTICLE VI

SUBDIVISION, CONSOLIDATION, AND OTHER MODIFICATIONS OF UNITS; ASSIGNMENT AND REASSIGNMENT OF LIMITED COMMON ELEMENTS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified, and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; the changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed. Developer reserves the sole and exclusive right during the Sales Period, and without the consent of any other Co-owner or any mortgagee of any Unit, to take the following action.

Section 1. Subdivide Units. Subdivide or resubdivide any Units that it owns and in connection therewith to construct and install walls, floors, ceilings, utility conduits and connections, and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such construction shall not adversely affect the structural integrity of the building nor disturb any utility connections serving Units other than temporarily. The subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors, or assigns.

Section 2. Consolidate Contiguous Units. Consolidate under single ownership two or more Units that are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors, or assigns

Section 3. Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with the relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors, or assigns.

Section 4. Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation, or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated, or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. The readjustments, however, shall reflect a continuing reasonable relationship among percentages of value determined under the formula described in Section 2 of Article V of this Master Deed. The amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units that Developer or its successors may determine necessary in conjunction with the amendment or amendments. All interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose

of execution of the amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. The amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

ARTICLE VII

EASEMENTS

Section 1. Easement for Maintenance of Encroachments. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element because of shifting, settling, or movement of a building, or because of survey errors or construction deviations, reciprocal easements 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. There shall be easements to, through, and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium Project. There shall exist easements of support with respect to any Unit interior wall that supports a Common Element.

Section 2. Reservation of Right to Grant Easements for Utilities. The Developer reserves the right at any time during the Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under, and across the Project to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee, or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan, recorded in the Washtenaw County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes, parking purposes, or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer during the Sales Period.

Section 4. Easements for Development, Maintenance, Repair, and Replacement. The Developer, the Association, and all public or private utilities shall have such easements over, under, across, and through the Condominium Premises, including all Units and Common Elements, as may be necessary to develop, market, and operate any Units within the land described in Article II of this Master Deed, and also to fulfill any responsibilities of maintenance, repair, decoration, or replacement that they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Project. These easements include, without any implication

of limitation, the right to obtain access during reasonable hours and upon reasonable notice to any Common Elements located within any Unit or its appurtenant Limited Common Elements. Also, it is a matter of concern that a Co-owner may fail to properly maintain the dwelling and its appurtenances located within his Unit and its appurtenant Limited Common Elements in accordance with standards established by the Association. Therefore, in the event a Co-owner fails, as required by the Condominium Documents, to properly and adequately maintain, decorate, repair, replace, or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair, or replace the dwelling, the Unit, its appurtenances, or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Neither the Developer nor the Association shall be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this paragraph or any other provision of the Condominium Documents that grant such easements, rights of entry, or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment, and imposition of fines.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Sales Period, shall have the power to grant such easements, licenses, and other rights of entry, use, and access and to enter into any contract or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements, and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient, or desirable to provide for telecommunications, video text, broad band cable, satellite dish, earth antenna, and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license, or right of entry or do any other act or thing that will violate any provision of any federal, state, or local law or ordinance. Any and all sums paid by any telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE IX

AMENDMENT

Section 1. Percentage of Vote Required. This Master Deed and the Condominium Subdivision Plan may be amended with the consent of not less than sixty-six and two-thirds (66-2/3 %) percent of the votes of the Co-owners, except as otherwise set forth in this Article VIII.

Section 2. Developer as Sole Owner. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting such amendment or termination shall be recorded in the public records of Washtenaw County, Michigan.

Section 3. Co-owner Other Than Developer. If there is a Co-owner other than the Developer, the Condominium Documents may be amended for a proper purpose as follows:

a. **No Material Alteration.** During the Sales Period; and up to one (1) year thereafter, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws as do not materially affect any rights of any Co-owner or mortgagee in the Project, including, but not limited to, a modification of the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan.

b. **Material Alteration with Percentage of Vote.** Even if an amendment would materially alter the rights of any Co-owners or mortgagees, it can be made if at least two-thirds of the Co-owners and mortgagees consent. However, dimensions or Limited Common Elements of a Co-owner's Unit may not be modified without the Co-owner's consent, nor may the formula used to determine percentages of value for the project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of the Developer and each affected Co-owner and mortgagee. Rights reserved by the Developer in this Master Deed, including rights to amend the Master Deed for purposes of expansion, contraction, or modification of Units in the course of conversion, shall not be amended without written consent from the Developer during the Sales Period. For purpose of this provision, a mortgagee shall have one vote for each mortgage held.

c. **Unilateral Material Amendment.** The Developer may also make a material amendment unilaterally without the consent of any Co-owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed. Until the completion and sale of all Units as described in Article I, such rights reserved by the

Developer may not be further amended except with written consent from the Developer or its successors or assigns.

d. Modification of Easements No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each Owner benefited thereby, except in accordance with the provisions of any instrument creating the same.

e. Costs Associated with Amendment A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based on a vote of the prescribed majority of Co-owners and mortgagees or based on the Advisory Committee's decision, the costs of which are administration expenses.

f. Termination, Vacation, Revocation, or Abandonment The Condominium Project may not be terminated, vacated, revoked, or abandoned without the written consent of the Developer (during the Sales Period) together with eighty (80%) percent of all nondeveloper Co-owners and eighty (80%) percent of all mortgagees, allocating one (1) vote for each mortgage held, as follows:

(1) The agreement of the required number of Co-owners and mortgagees to terminate the Project shall be evidenced by their signing of the termination agreement or ratification of it. The termination shall become effective only when this evidence of the agreement is recorded.

(2) On recording an instrument terminating the Project, the property constituting the Condominium shall be owned by the Co-owners as tenants in common in proportion to their undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner or the heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted the Condominium Unit.

(3) On recording an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their undivided interests in the Common Elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Michigan Condominium Act.

(4) Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds. Proof of dissolution must be submitted to the administrator.

Section 4. Extension of First Annual Meeting The Developer may, with the consent of a majority of the members of the Advisory Committee, amend this Master Deed and the Bylaws to extend the date of the First Annual Meeting of Members.

ARTICLE X
ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use, or proposed action, or any other matter or thing, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Washtenaw County Register of Deeds.

WITNESSES:

HARBOUR COVE ASSOCIATES, L.L.C.,
a Michigan limited liability company

By: _____
Mark S. Conti, General Manager

"DEVELOPER"

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this _____ day of October, 1999, the foregoing Consolidating Master Deed was acknowledged before me by Mark S. Conti, General Manager of Harbour Cove Associates, L.L.C., a Michigan limited liability company, on behalf of Harbour Cove Associates, L.L.C.

 , Notary Public
Oakland County, State of Michigan
My Commission Expires: _____

**DRAFTED BY AND WHEN
RECORDED RETURN TO:**

William C. Roush, Esquire
200 E. Brown St, Suite 104
Birmingham, Michigan 48009-6213
(248) 540-9901

WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 227
 EXHIBIT "B" TO THE CONSOLIDATING MASTER DEED FOR
HARBOUR COVE ON THE LAKE
 YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

LEGAL DESCRIPTION

LAND IN THE SOUTHWEST 1/4 OF SECTION 23, T.3 S., R.7 E., TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE CORNER 1/4 CORNER OF SAID SECTION 23, THENCE S. 89°57'45" E., 1190.31 FEET ALONG THE SOUTH LINE OF SAID SECTION 23 AND CENTERLINE OF VENTURA ROAD (PUBLIC - 93' WIDE), THENCE FROM SAID POINT 90°00'00" E., 60.00 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT N. 87°59'30" E., 122.90 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE NORTHEASTLY RIGHT-OF-WAY LINE OF TERRY ROAD TO A CORNER 5 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SOUTH HOBSON RIVER DRIVE (PUBLIC - 120' WIDE); THENCE ALONG THE NORTHEASTLY RIGHT-OF-WAY LINE OF SOUTH HOBSON RIVER DRIVE TO THE POINT OF BEGINNING; THENCE S. 87°35'20" W., 51.53 FEET AND S. 87°35'20" W., 51.53 FEET TO THE POINT OF BEGINNING; THENCE TO THE LEFT, SAID CORNER HAVING A RADIIUS OF 140.00 FEET, A CHORD BEARING N. 41°01'58" W., 214.18 FEET THENCE S. 87°35'20" W., 142.46 FEET THENCE S. 23°50'38" E., 142.46 FEET THENCE S. 87°35'20" W., 142.46 FEET THENCE S. 87°35'20" W., 142.46 FEET THENCE S. 23°50'38" E., 142.46 FEET THENCE S. 87°35'20" W., 142.46 FEET THENCE S. 87°35'20" W., 142.46 FEET THENCE S. 23°50'38" E., 142.46 FEET TO THE POINT OF BEGINNING. CONTAINING 7.26 ACRES OF LAND NOT BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

DEVELOPER

HARBOUR COVE ASSOCIATES, L.L.C.
 200 E. BROWN ST.
 SUITE 101
 BIRMINGHAM, MI 48009

SURVEYOR

GERALD J. LANDWEHR
 LANDWEHR & ASSOCIATES
 30050 MOULIN AVE.
 WARREN, MI 48093

DRAFTED BY

MDL & ASSOCIATES
 2145 CROOKS RD., SUITE 30
 TROY, MI 48064

INDEX OF DRAWINGS

- 1 COVER SHEET
- 2 SURVEY PLAN
- 2A SURVEY PLAN (PROPOSED FUTURE DEVELOPMENT) (INTENTIONALLY DELETED)
- 3 EASEMENT PLAN (INTENTIONALLY DELETED)
- 4 UTILITY PLAN
- 5 SITE PLAN
- 6 TYPICAL UNIT FLOOR PLANS - D-E-1-A-E-1-B-F-A-F-B
- 7 TYPICAL UNIT FLOOR PLANS - F-1-A-G-A-G-8-G-1-A-G-1-B
- 8 TYPICAL UNIT CROSS SECTIONS 1-1 & 2-2
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- 16 PERIMETER PLAN - BUILDINGS NO.5 FLOOR PLANS & SECTION - UNIT NO.105
- 17 PERIMETER PLAN - BUILDING NO.6
- 18 PERIMETER PLAN - BUILDING NO.7

REVISIONS	DATE BY



AS-BUILT 9-15-99

HARBOUR COVE ON THE LAKE
COVER SHEET
 MDL & ASSOCIATES
 2145 CROOKS RD., SUITE 30
 TROY, MI 48064
 (313) 246-1111 FAX: (313) 246-1112

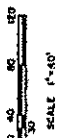
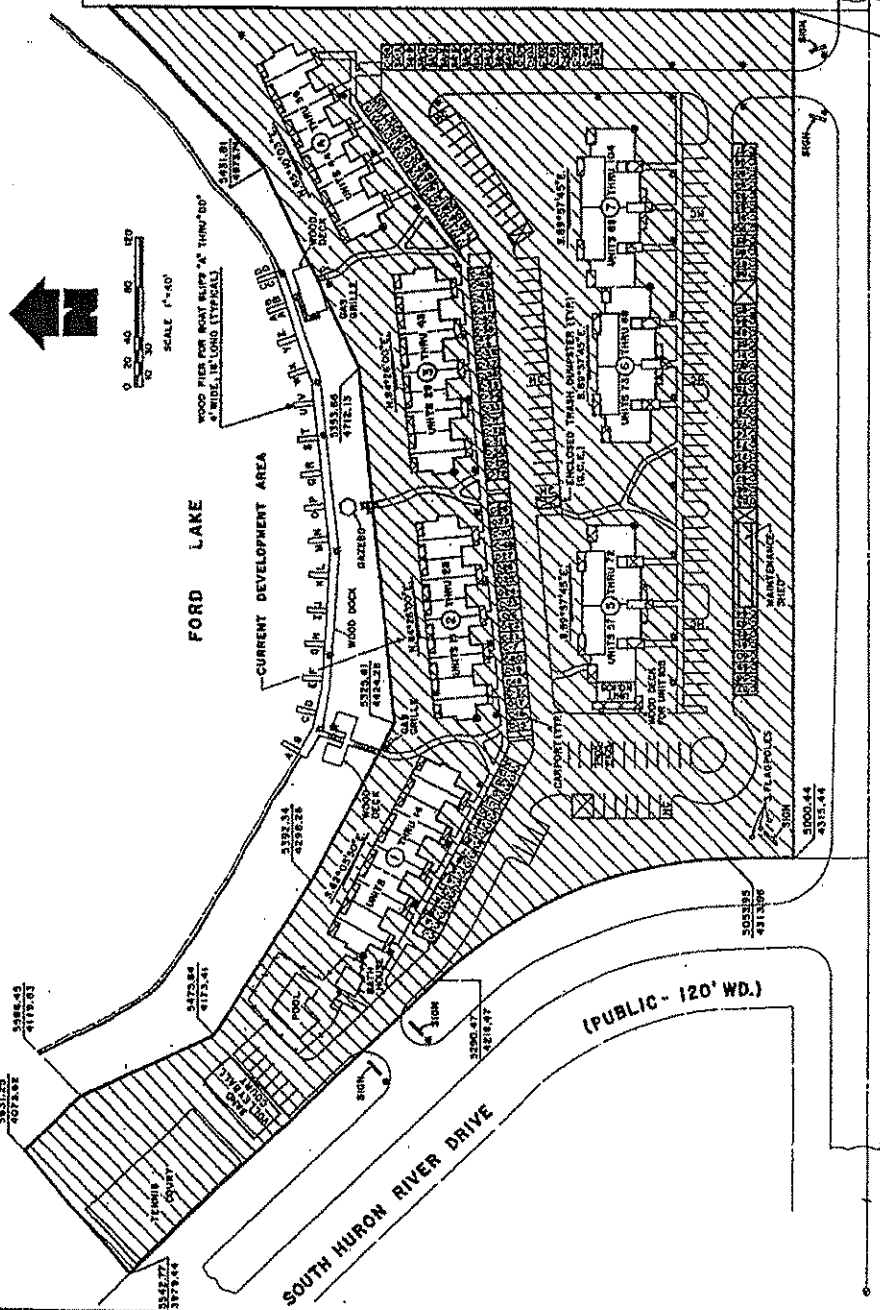
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LEGEND

- GENERAL COMMON ELEMENT (O.C.E.)
- LIMITED COMMON ELEMENT
- BUILDING COORDINATE LOCATION
- BUILDING BEARING DIRECTION
- C-10 CARPORT - UNIT ASSIGNMENT
- 3334.81 NORTHING COORDINATE VALUES
- 4424.28 EASTING COORDINATE VALUES
- BUILDING DESIGNATION
- LIGHT POLE
- SA-A.L.C. ETC. MULTI-USE STORAGE AREA - UNIT ASSIGNMENT
- HC HANDICAPPED PARKING SPACE
- A.R. ETC. BOAT SLIP DESIGNATION
- P-105 PARKING SPACE - UNIT ASSIGNMENT

NOTES

1. COORDINATE NORTH EQUALS TRUE NORTH.
2. REFER TO FLOOR PLANS FOR LOCATION AND DIMENSIONS OF LIMITED COMMON ELEMENT ENTRY PORCHES, PATIOS AND BALCONIES.
3. REFER TO PERIMETER PLANS FOR OVERALL BUILDING DIMENSIONS AND UNIT LAYOUT.
4. ALL BUILDINGS HAVE PATIOS AT THE GROUND FLOOR LEVEL AND BALCONIES AT THE MID AND UPPER FLOOR LEVELS.
5. CARPORTS ARE DESIGNATED AS LIMITED COMMON ELEMENT BY THE DEVELOPER FROM THE TIME OF ASSIGNMENT IN UNIT DEEDS. THROUGHOUT THIS PLAN, CARPORTS ARE DESIGNATED AS LIMITED COMMON ELEMENT BY THE DEVELOPER FROM THE TIME OF ASSIGNMENT IN UNIT DEEDS.
6. BOAT SLIPS ARE DESIGNATED AS LIMITED COMMON ELEMENT AND MAY BE ESTABLISHED AS SUCH BY THE DEVELOPER FROM THE TIME OF ASSIGNMENT IN UNIT DEEDS. ENCLOSED TRASH CHAMBERS ARE DESIGNATED AS GENERAL COMMON ELEMENT AND ARE ENCLOSED BY 6' HORN WOOD FENCES WITH GATES.
7. MULTI-USE STORAGE AREAS ARE DESIGNATED AS LIMITED COMMON ELEMENT AND MAY BE ESTABLISHED AS SUCH BY THE DEVELOPER FROM THE TIME OF ASSIGNMENT IN UNIT DEEDS. THEY ARE DESIGNATED SA-A THRU SA-K.
8. REFER TO PERIMETER PLAN BUILDING NO.5 (SHEET 10) FOR FLOOR PLAN AND CROSS SECTION OF UNIT NO.106.



WOOD PIER FOR BOAT SLIPS AS SHOWN
A WIDE (16' LONG TYPICAL)

FORD LAKE

CURRENT DEVELOPMENT AREA

SOUTH HURON RIVER DRIVE

(PUBLIC - 120' WD.)

TEXTILE ROAD

(PUBLIC - 93' WD.)

COORDINATE ORIGIN
N 4500000
E 1000000

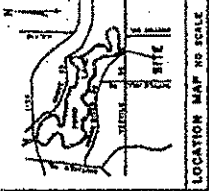
BUILDING	COORDINATE	EASTING
1	3334.81	4424.28
2	3334.81	4424.28
3	3334.81	4424.28
4	3334.81	4424.28
5	3334.81	4424.28
6	3334.81	4424.28
7	3334.81	4424.28

REVISIONS	DATE BY



AS-BUREAU 9-15-09

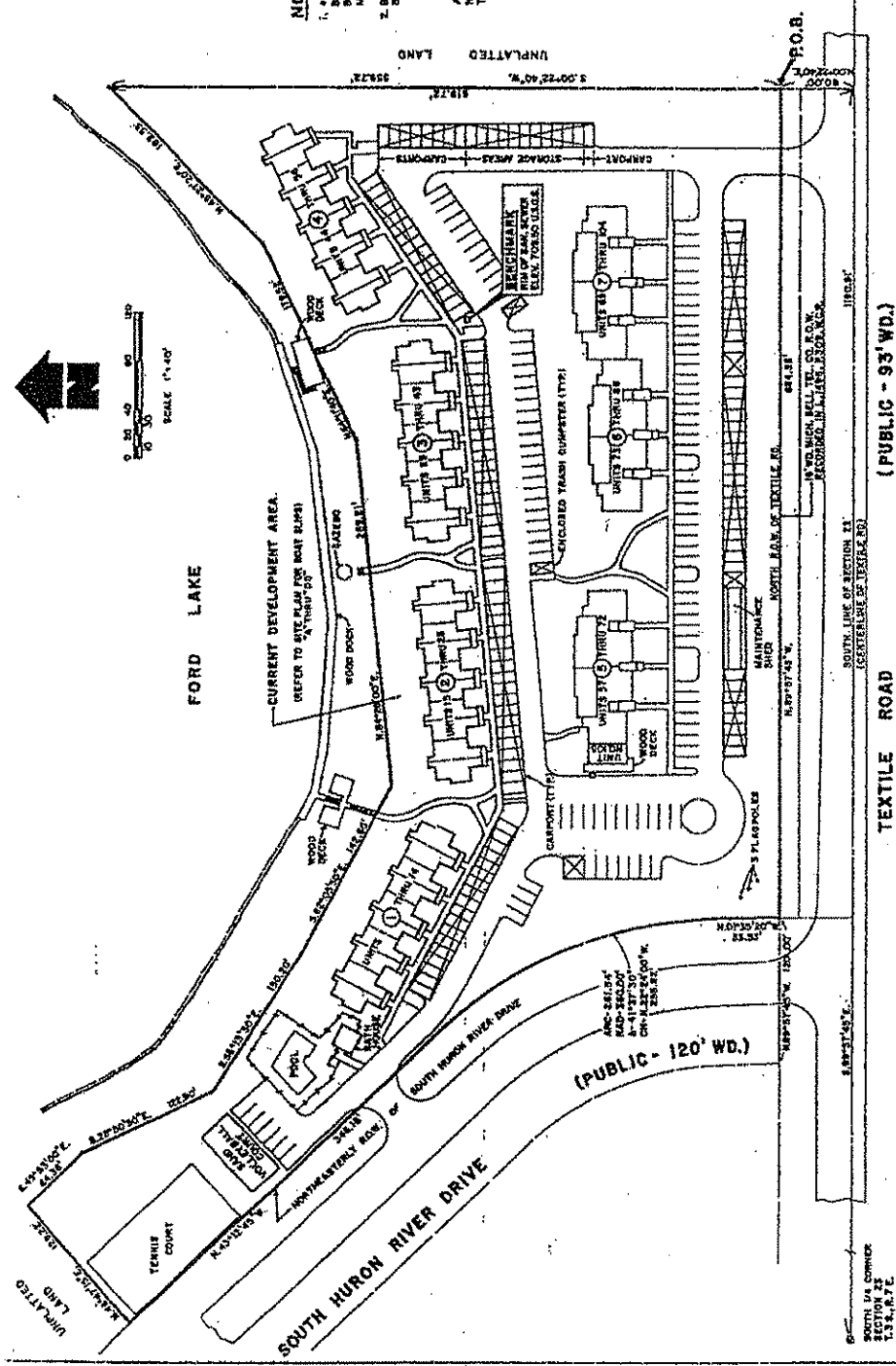
HARBOR COVE ON THE LAKE
SITE PLAN
MDL & Associates
INCORPORATED
11141 GARDNER RD. SUITE 200, TROY, MI 48068
PHONE: (248) 584-2111 FAX: (248) 584-2112



LOCATION MAP NO SCALE

NOTES

1. MONUMENTS MARKED WITH 'M' HAVE NOT BEEN SET AT TIME OF PLAN PREPARATION, BUT SHALL BE WITHIN ONE FOOT OF THE DATE ON WHICH THE MONUMENTS ARE TO BE SET.
2. BEARINGS ARE IN RELATION TO THE SOUTH LINE OF SECTION 22, T.2 S., R.7 E.
- ALL RECORDED EASEMENTS PER TITLE COMMITMENT AND EASEMENTS ARE AS FOLLOWS OR DEPICTED ON THIS PLAN.
 - (A) EASEMENT AGREEMENT TO THE TOWNSHIP OF DEARBORN, MICHIGAN, FOR THE CONSTRUCTION AND MAINTENANCE OF A 30' WIDE AND CENTRED ON THE UTILITY AS SHOWN ON SHEET A.
 - (B) EASEMENT TO DEARBORN, MICHIGAN, AND JACK BELL TEL CO. (L. 1748, P. 21, W.C.R.) REFERRED TO IN SHEET A FOR LOCATION OF CONDUITS DETROIT Edison AND MON BELL TEL CO. CONDUITS ARE SHOWN AS A 6' WIDE EASEMENT FOR LAND UTILITIES.



SURVEYOR'S CERTIFICATE

I, GERALD L. LANGRISH, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS WASHINGTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 477, AS SHOWN IN THE ACCOMPANYING DRAWING, REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING EASEMENTS OR INTERESTS IN THE LAND AND PROPERTY DESCRIBED, THAT THE REQUIRED RECORDS HAVE BEEN FILED AND THE PLAN HAS BEEN PROMULGATED UNDER SECTION 142 OF THE PUBLIC ACTS OF 1974, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF THE PUBLIC ACTS OF 1974, AND THAT THE PLAN HAS BEEN PROMULGATED UNDER SECTION 142 OF THE PUBLIC ACTS OF 1974.



9-16-88 DATE

(PUBLIC - 93' WD.)

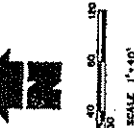
SOUTH 1/4 CORNER SECTION 22 T.2 S., R.7 E.

REVISIONS	DATE BY	DESCRIPTION

HARBOUR COVE ON THE LAKE
SURVEY PLAN
MDL & RESIDENCES
 9146 HARBOUR COVE DRIVE, HARBOUR COVE, MI 48134
 9146 HARBOUR COVE DRIVE, HARBOUR COVE, MI 48134

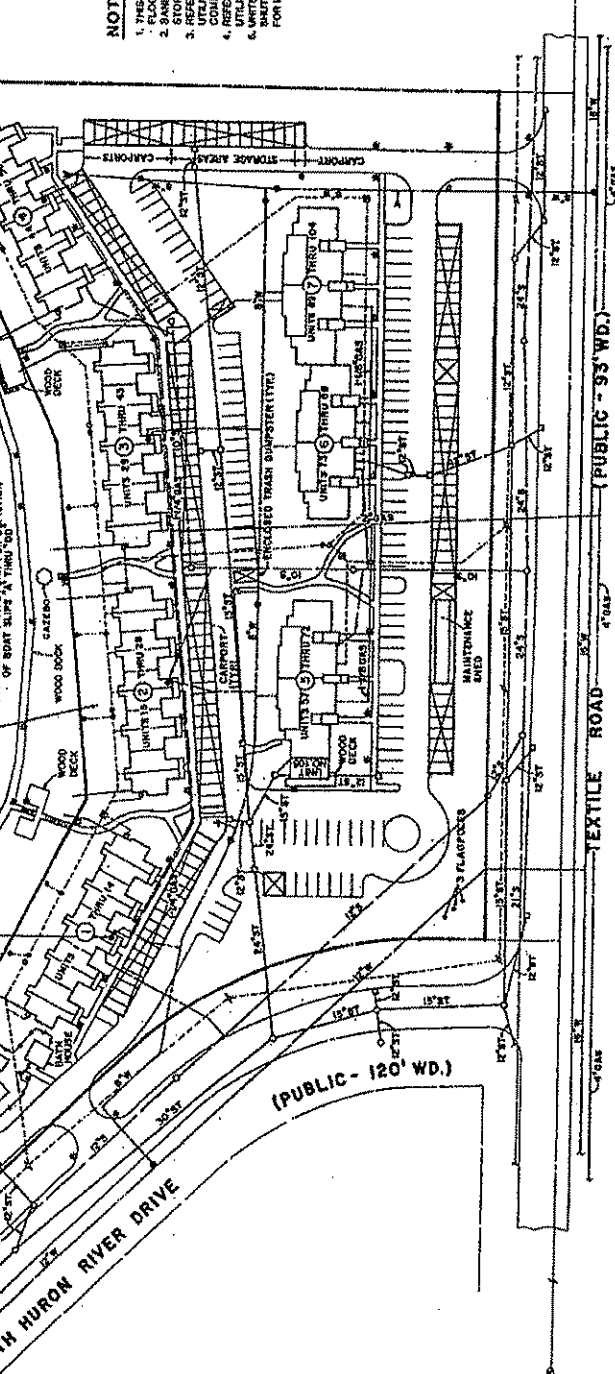
AS-BUILT 9-16-88

MARK DIMENSION WATER SHUT-OFF GENERAL COMMON ELEMENTS ONE IN EACH BUILDING UNIT REFER TO FLOOR PLANS FOR UNIT TYPE, 7' x 3'-11" FOR LOCATION AND SIZE COMMON ELEMENT AREA TO BE DELETED FROM TOTAL UNIT SQUARE FOOTAGE



FORD LAKE

CURRENT DEVELOPMENT AREA
NOTE: REFER TO SITE PLAN FOR DEPICTION OF BOAT SLIPS "A" THRU "D"



- LEGEND**
- WATER MAIN
 - STORM SEWER
 - SANITARY SEWER
 - GAS
 - TELEPHONE, ELECTRIC & CABLE TV
 - MANHOLE
 - GATE VALVE
 - HYDRANT
 - DETROIT Edison TRANSFORMER
 - 1" WATER MAIN
 - 4" ELECTRIC METER
 - WATER METER
 - 1/2" FLEXION SOX
 - CABLE TV JUNCTION BOX
 - D.E. SECONDARY PERCENTAL
 - BUILDING OCCUPATION
 - MAIN BLDG. WATER SHUT-OFF

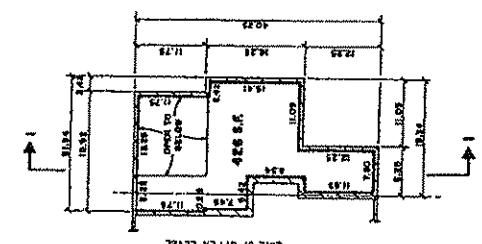
- NOTES**
1. THIS SITE DOES NOT LIE WITHIN A FEDERALLY ESTABLISHED FLOOD PLAIN HAZARD AREA.
 2. SANITARY SEWER SERVICE IS 8" WATER SERVICE IS 2".
 3. REFER TO DIMENSION PLAN (SEE 3) FOR ALL RECORDED UTILITY EASEMENTS OVER SITE PER TITLE INSURANCE COMMITMENT NO. W-152884.
 4. REFER TO PERIMETER PLANS FOR LOCATION OF ALL UTILITIES.
 5. UNITS 1 & 22-28 & 31 CONTAIN A MAIN BUILDING WATER SHUT-OFF. REFER TO FLOOR PLANS (SHEETS 8 & 7) FOR LOCATIONS.

UTILITY	SOURCE
WATER MAIN	WASHINGTON ENGINEERING CO. INC.
STORM SEWER	WASHINGTON ENGINEERING CO. INC.
SANITARY SEWER	WASHINGTON ENGINEERING CO. INC.
GAS	MICHIGAN CONSOLIDATED GAS CO.
TELEPHONE	AT&T BELL TEL. CO.
CABLE TELEVISION	COLLIERIA CABLE CO.

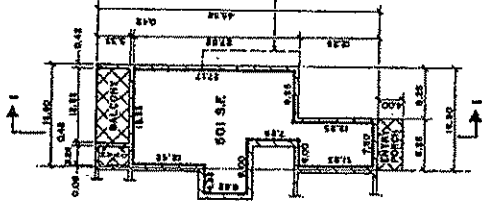
REVISED	DATE BY

HARBOR COVE ON THE LAKE
UTILITY PLAN
MDL & associates
2145 GORDON RD. SUITE 201, TROY, MI 48063
OFFICE: (313) 486-1111 FAX: (313) 486-0277

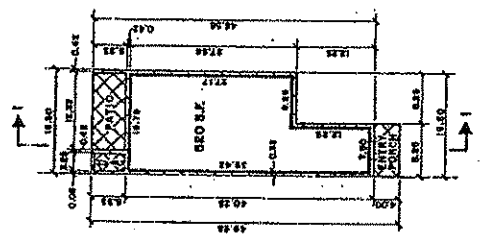
AS-BUILT 8-15-00



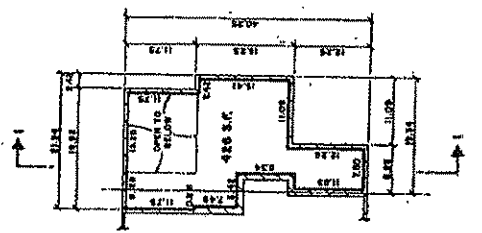
(UPPER FLOOR LEVEL)
UNIT TYPE "E-1-B"



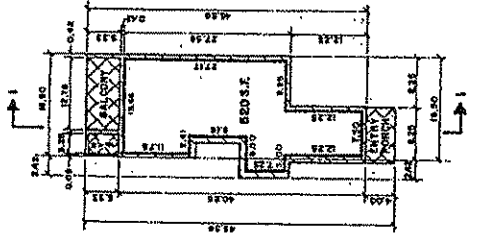
(MID FLOOR LEVEL)
UNIT TYPE "E-1-B"



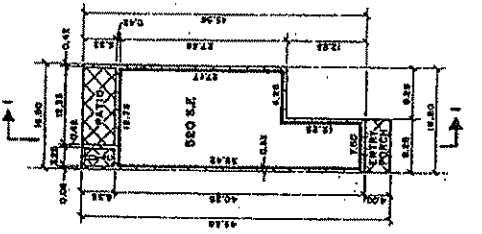
(GROUND FLOOR LEVEL)
UNIT TYPE "E-1-B"



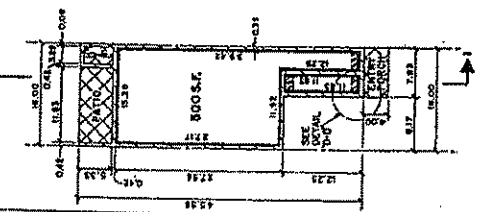
(UPPER FLOOR LEVEL)
UNIT TYPE "E-1-A"



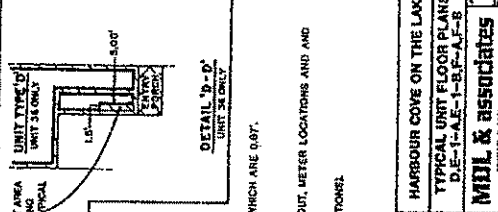
(MID FLOOR LEVEL)
UNIT TYPE "E-1-A"



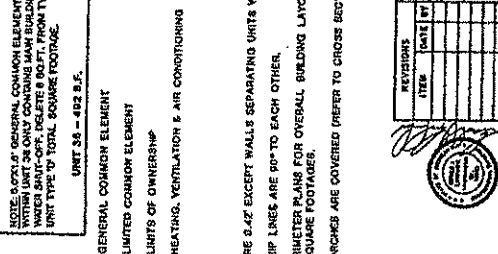
(GROUND FLOOR LEVEL)
UNIT TYPE "E-1-A"



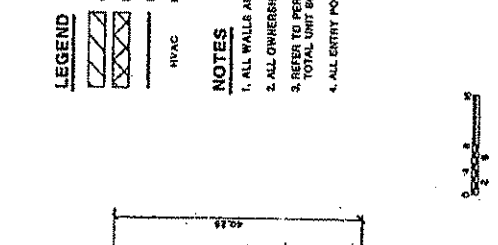
(GROUND FLOOR LEVEL)
UNIT TYPE "E-1-A"



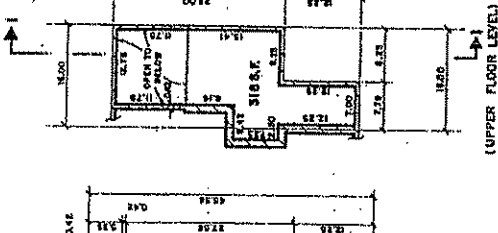
(UPPER FLOOR LEVEL)
UNIT TYPE "E-1-B"



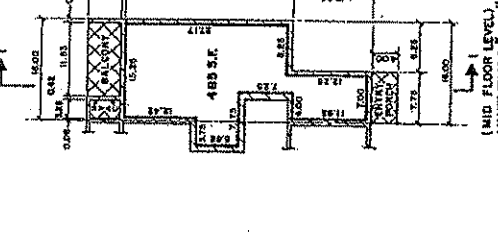
(MID FLOOR LEVEL)
UNIT TYPE "E-1-B"



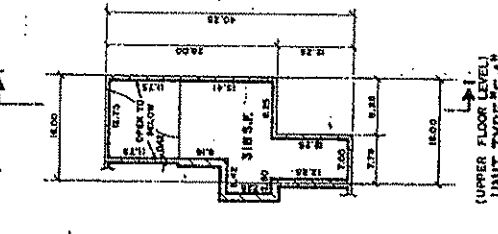
(GROUND FLOOR LEVEL)
UNIT TYPE "E-1-B"



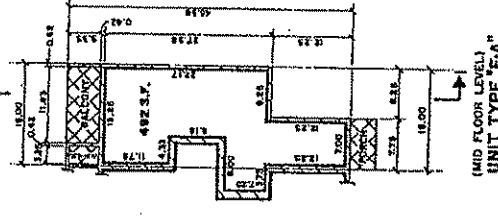
(UPPER FLOOR LEVEL)
UNIT TYPE "E-1-A"



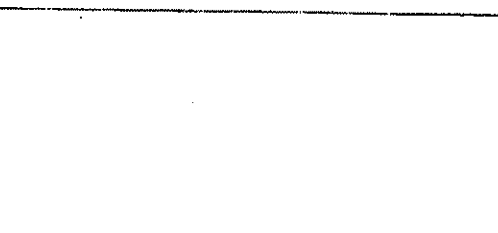
(MID FLOOR LEVEL)
UNIT TYPE "E-1-A"



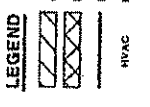
(UPPER FLOOR LEVEL)
UNIT TYPE "E-1-A"



(MID FLOOR LEVEL)
UNIT TYPE "E-1-A"



(MID FLOOR LEVEL)
UNIT TYPE "E-1-A"



UNIT 38 - 422 S.F.
GENERAL COMMON ELEMENT
LIMITS OF OWNERSHIP
HVAC HEATING, VENTILATION & AIR CONDITIONING

NOTES

1. ALL WALLS ARE 8.42 EXCEPT WALLS SEPARATING UNITS WHICH ARE 0.97.
2. ALL OWNERSHIP LINES ARE 80" TO EACH OTHER.
3. REFER TO PERIMETER PLANS FOR OVERALL BUILDING LAYOUT, METER LOCATIONS AND TOTAL UNIT SQUARE FOOTAGE.
4. ALL ENTRY PORCHES ARE COVERED (REFER TO CROSS SECTIONS).



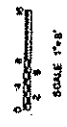
DETAIL "D-D"
UNIT BOUNDARY

NOTE: 8.42" IS GENERAL COMMON ELEMENT AREA WITHIN UNIT 38 ONLY. 0.97" IS WALL THICKNESS. WATER SHUT-OFF INLET IS 8.00" FROM TYPICAL UNIT TYPE TO TOTAL SQUARE FOOTAGE.

REVISIONS		DATE	BY

HARBOUR COVE ON THE LAKE
TYPICAL UNIT FLOOR PLANS
D.E.-1-A-E-1-E-F-E-G
MIL & ASSOCIATES
INCORPORATED
1000 WEST 10TH AVENUE, SUITE 1000, DENVER, CO 80202
PHONE: 303-733-1111 FAX: 303-733-1100

AS-BUILT 0-15-99



SCALE 1"=6'

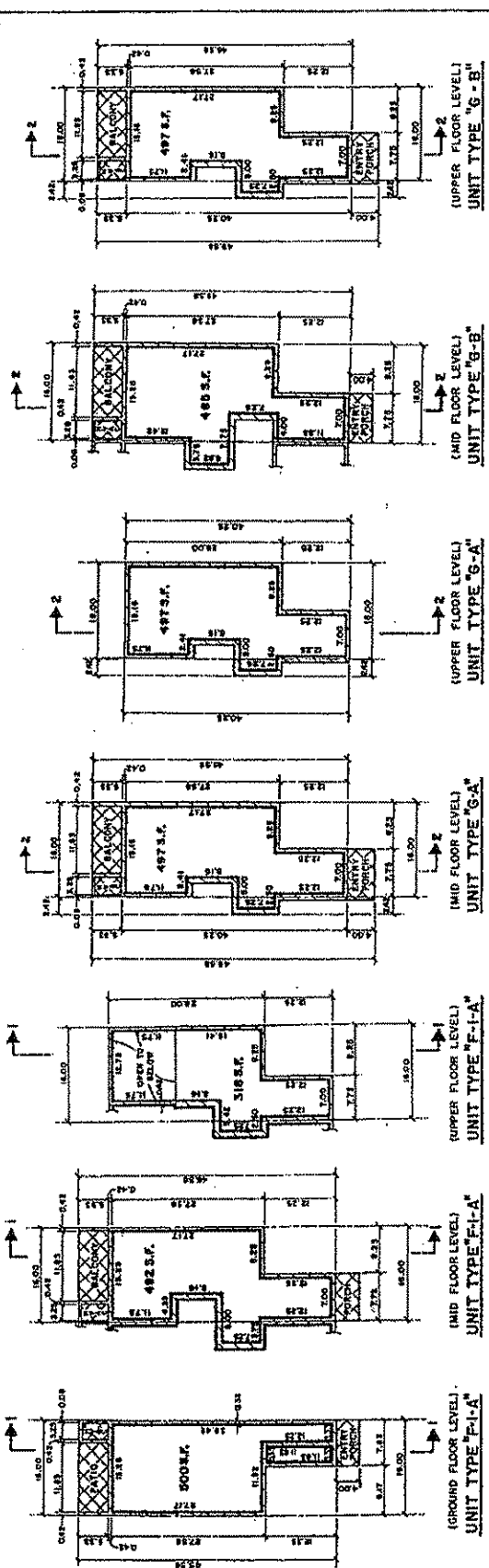
(UPPER FLOOR LEVEL)
UNIT TYPE "E-1-B"

(MID FLOOR LEVEL)
UNIT TYPE "E-1-B"

(UPPER FLOOR LEVEL)
UNIT TYPE "E-1-A"

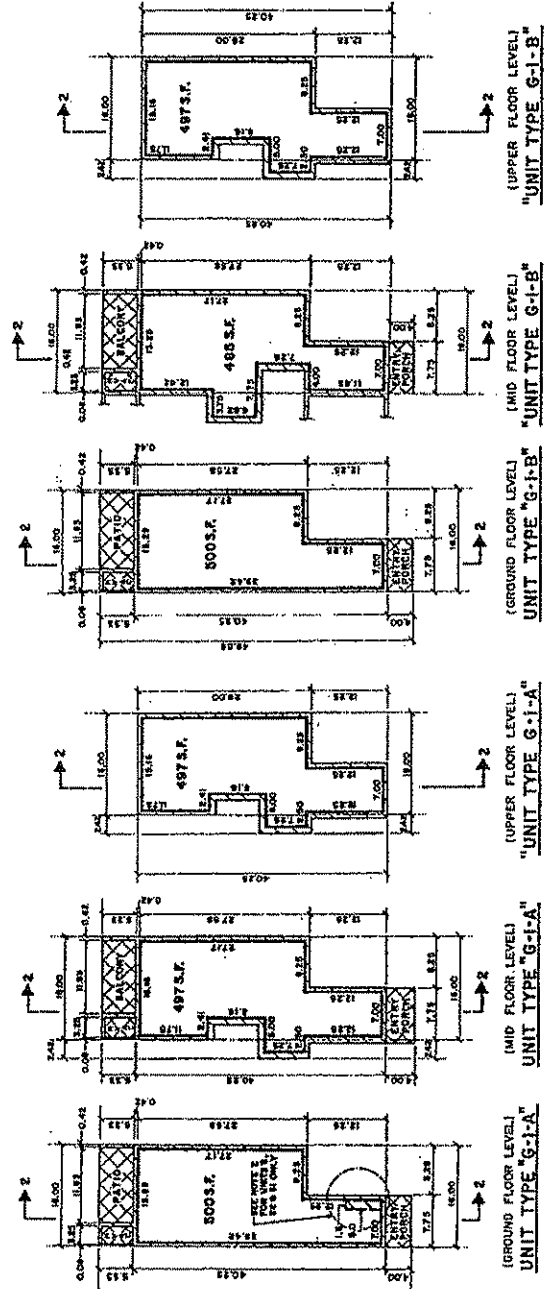
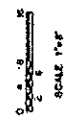
(MID FLOOR LEVEL)
UNIT TYPE "E-1-A"

(MID FLOOR LEVEL)
UNIT TYPE "E-1-A"



NOTES

1. REFER TO SHEET # FOR LEGEND AND GENERAL NOTES.
2. THE DASHED AREAS SHOWING GENERAL COMMON ELEMENTS IS DESIGNATED FOR UNITS 2, 3 & 51 ONLY. THIS AREA CONTAINS THE MAIN BUILDING WATER SHUT-OFF AND 9 S.F. AREA SHOULD BE DELETED FROM UNIT TYPE "G-1" TOTAL SQUARE FOOTAGE FOR THESE UNITS ONLY. UNITS 2, 3 & 51 ONLY = 1428 S.F.



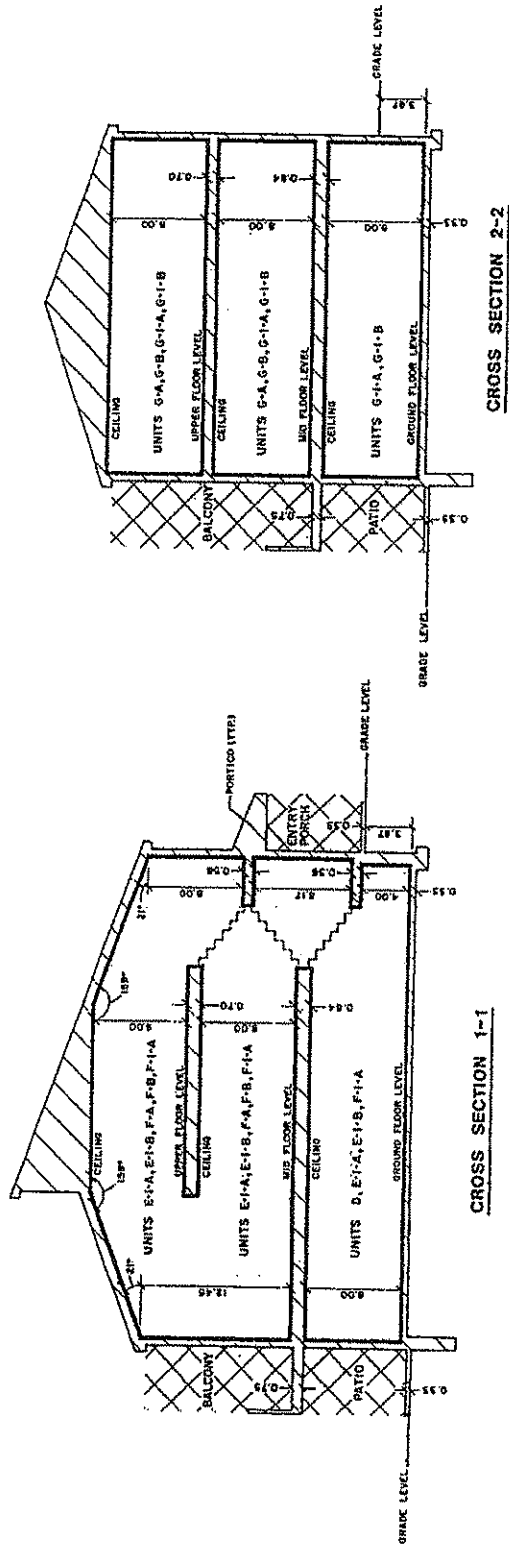
HARBOR COVE ON THE LAKE
 AS-BUILT 9-15-99

TYPICAL UNIT FLOOR PLANS
 FOR 1-2, 3-5, 6-8, 10-12, 14-16, 18-20, 22-24, 26-28, 30-32, 34-36, 38-40, 42-44, 46-48, 50-52, 54-56, 58-60, 62-64, 66-68, 70-72, 74-76, 78-80, 82-84, 86-88, 90-92, 94-96, 98-100

MDL & Associates
 1148 SPENCE RD., SUITE 301, ROCKY HILL, CT 06866
 PHONE: (860) 865-1111 FAX: (860) 865-1177

REVISIONS	DATE	BY

Sheet # 7



NOTES

- 1. ALL OWNERSHIP LINES ARE 80" TO EACH OTHER UNLESS OTHERWISE INDICATED.

LEGEND

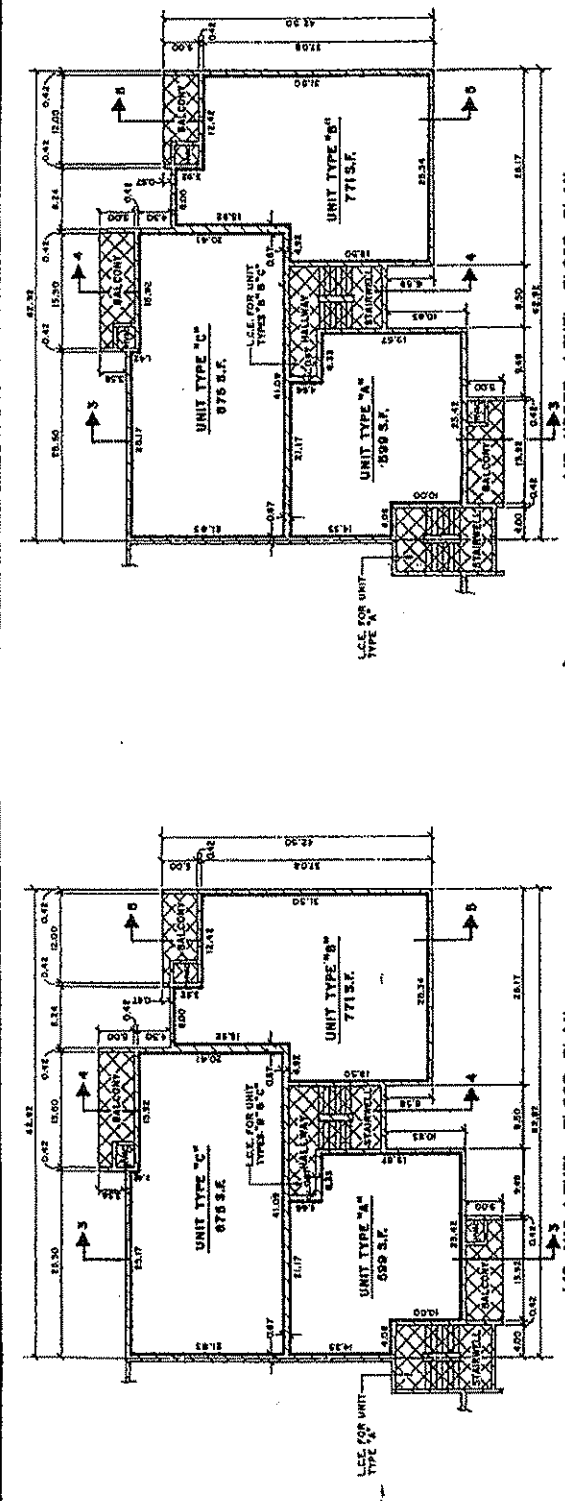
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP



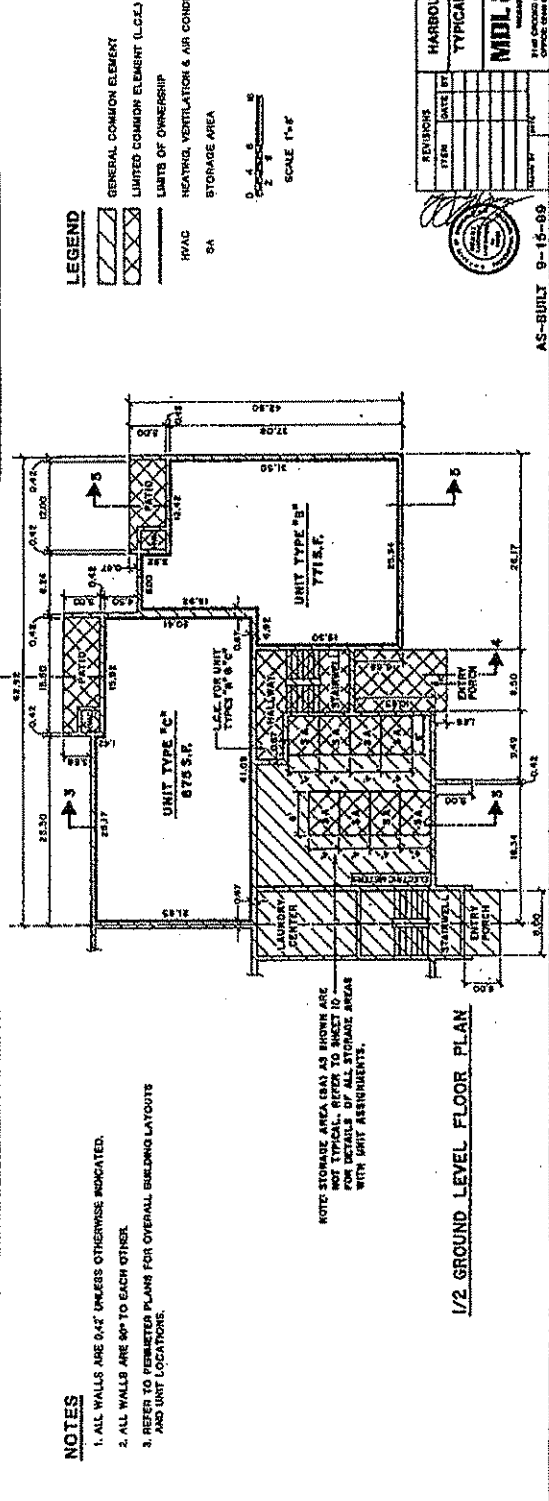
REVISIONS		DATE	BY

HARBOUR COVE ON THE LAKE
TYPICAL UNIT CROSS SECTIONS
 1-1, 2-2
MDL & Associates
1140 GARDNER ST. SUITE 200
 OAKVILLE, ONTARIO L6H 6K6

AS-BUILT 9-19-89



1/2 UPPER LEVEL FLOOR PLAN



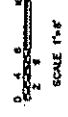
1/2 GROUND LEVEL FLOOR PLAN

NOTES

1. ALL WALLS ARE 0-4" UNLESS OTHERWISE INDICATED.
2. ALL WALLS ARE 90° TO EACH OTHER.
3. REFER TO PERIMETER PLANS FOR OVERALL BUILDING LAYOUTS AND UNIT LOCATIONS.

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT (L.C.E.)
- LIMITS OF OWNERSHIP
- HVAC
- STORAGE AREA







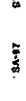
REVISIONS		DATE		BY	
NO.	DESCRIPTION	DATE	BY	DATE	BY

HARBOUR COVE ON THE LAKE
TYPICAL UNIT FLOOR PLANS
A.B.C.

MDL & ASSOCIATES
REGISTERED ARCHITECTS
1140 GARDNER RD., SUITE 101, WYOMING, WY 84002
PHONE: 307-334-1111 FAX: 307-334-1112

AS-BUILT 9-15-09

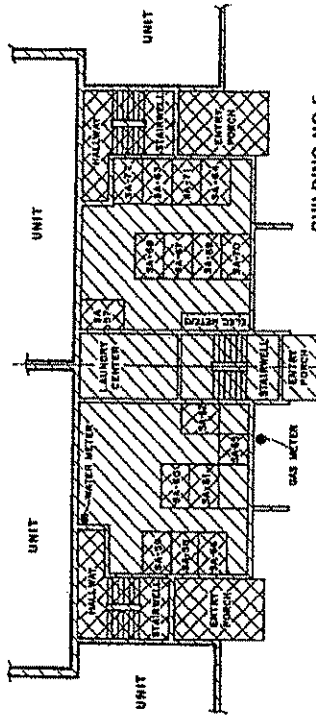
LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT (L.C.E.)
-  LIMITS OF OWNERSHIP
-  STORAGE AREA
-  STORAGE AREA - UNIT ASSIGNMENT

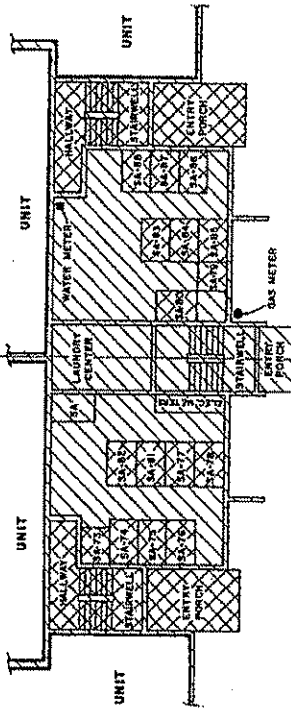


NOTES

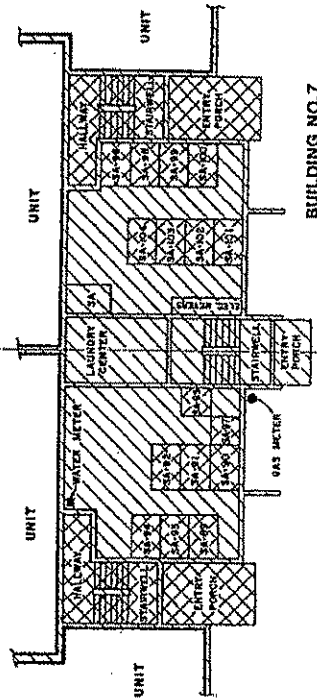
1. STORAGE AREAS SHOWN AS SA ARE FOR GENERAL COMMON USAGE ONLY.
2. STORAGE AREAS ARE TYPICALLY 8'-6" IN SIZE EXCEPT AS NOTED BELOW.
 SA-85 4'-6"
 SA-86 4'-6"
 SA-87 4'-6"
 SA-88 4'-6"
 SA-89 4'-6"
 SA-90 4'-6"
3. EACH BUILDING CONTAINS ONE (1) GAS METER FOR EACH UNIT WITHIN AND ONE (1) FOR GENERAL COMMON USAGE.
4. EACH BUILDING CONTAINS ONE (1) ELECTRIC METER FOR EACH UNIT WITHIN AND ONE (1) FOR GENERAL COMMON USAGE.
5. EACH BUILDING HAS ONLY ONE (1) WATER METER FOR ALL UNITS WITHIN AND FOR GENERAL COMMON USAGE.
6. THE GAS METER AS SHOWN IS FOR GENERAL COMMON USAGE. REFER TO PERIMETER PLANS FOR LOCATION OF ALL OTHER GAS METERS.



BUILDING NO. 5
UNITS 57 THRU 72



BUILDING NO. 6
UNITS 73 THRU 88



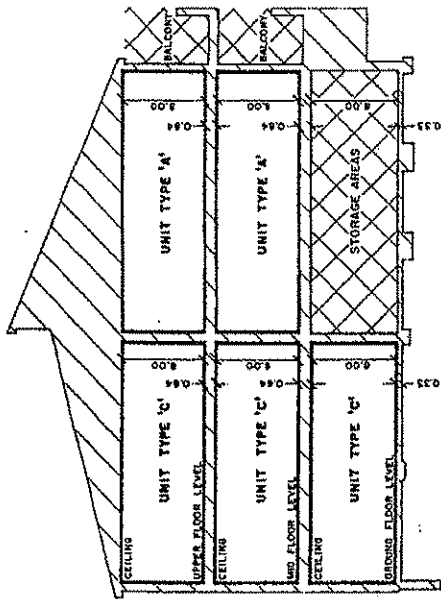
BUILDING NO. 7
UNITS 89 THRU 104

REVISIONS	DATE	BY

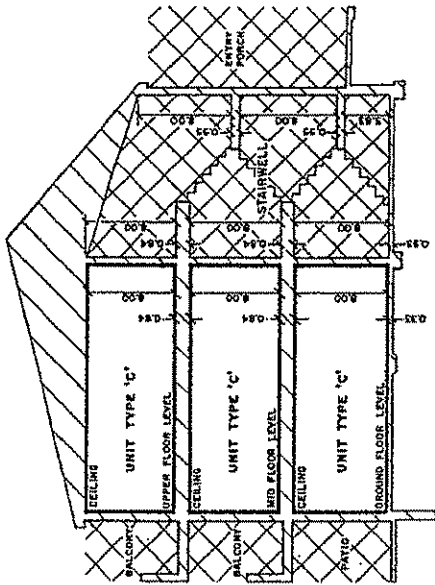
HARBOUR COVE ON THE LAKE
STORAGE AREA & METER LOCATIONS
BUILDINGS 5, 6 & 7

MJI & Associates
 1144 GARDNER BL. SUITE 201 TORONTO, ON M5H 1A4
 (416) 593-8888 FAX (416) 593-8899
 CONSULTING ENGINEERS, ARCHITECTS AND DESIGNERS

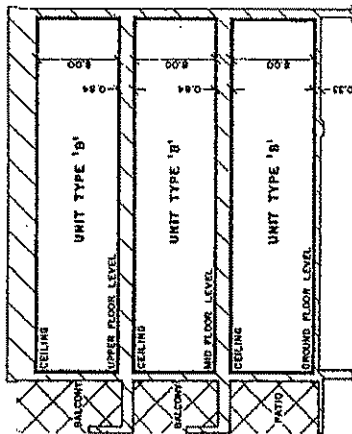
DATE: 9-15-99
 SHEET NO: 10



CROSS SECTION 3-3






CROSS SECTION 4-4



CROSS SECTION 5-5

LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  LIMITS OF OWNERSHIP



NOTES

1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE INDICATED.

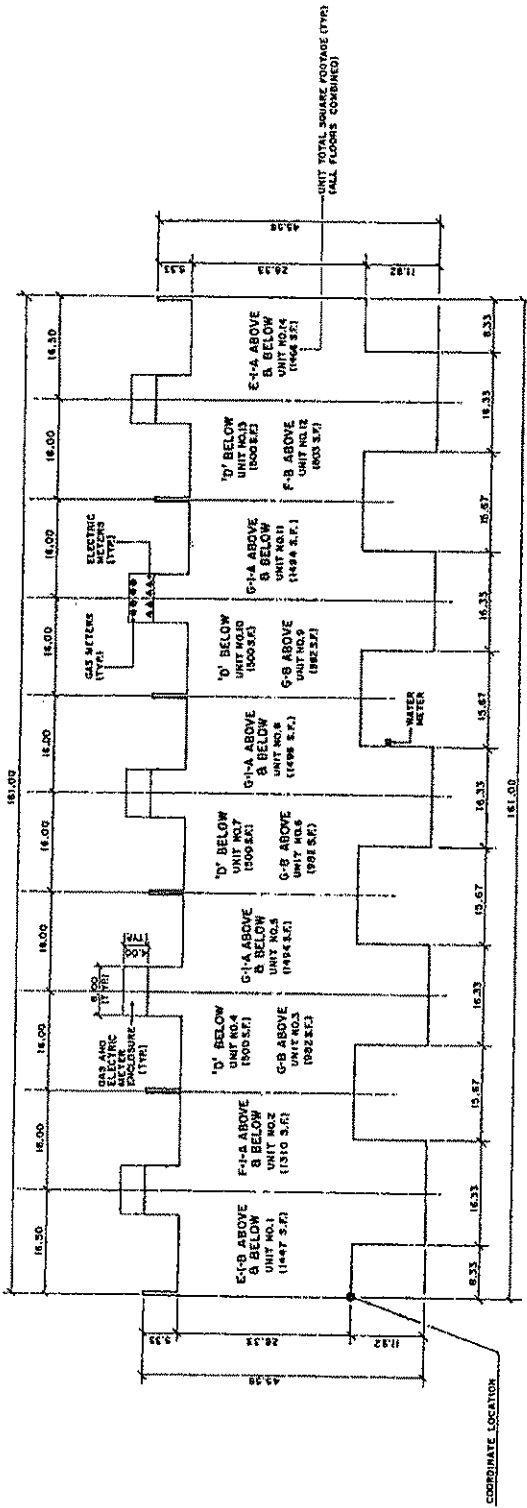
REVISIONS		DATE		BY	
ITEM	DATE	BY	DATE	BY	DATE

HARBOUR COVE ON THE LAKE
TYPICAL UNIT CROSS SECTIONS
 '3-3', '4-4', & '5-5'

MDL & associates
 ARCHITECTS & ENGINEERS
 1718 DUNDAS ST. WEST, SUITE 201, TORONTO, ONTARIO
 M6H 1B4

AS-BUILT 9-15-89

S. 62°35'10" E.
BUILDING BEARING



PERIMETER PLAN - BUILDING NO. 1
(UNITS 1 THRU 14)



REVISION	DATE	BY

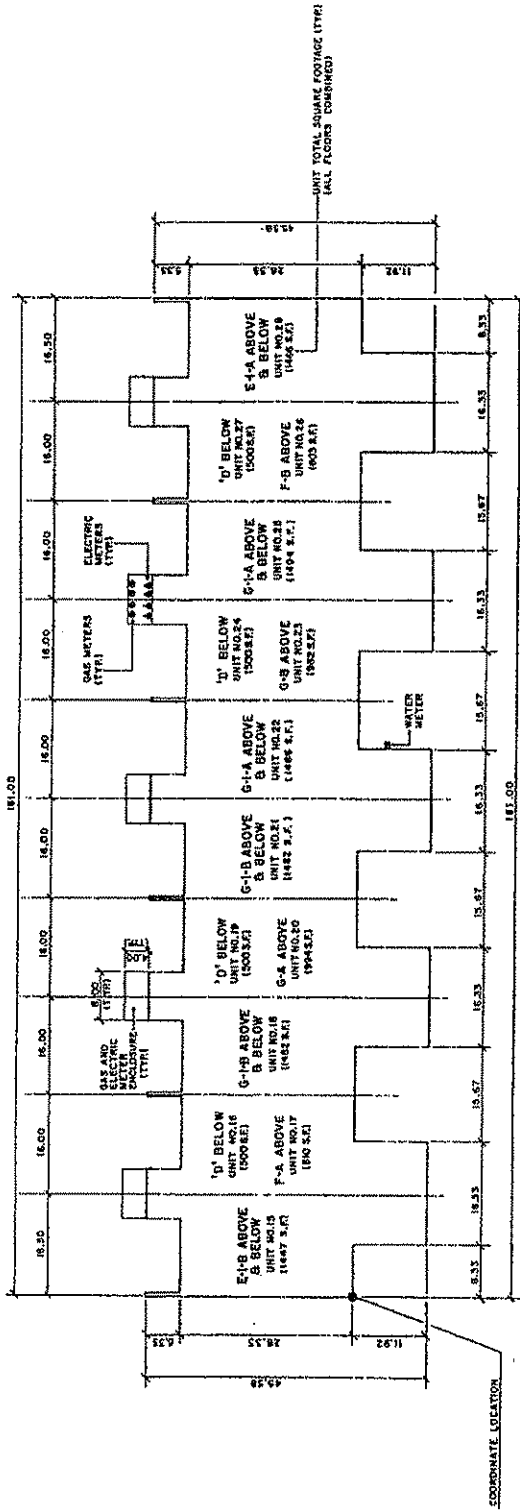
HARBOUR COVE ON THE LAKE
PERIMETER PLAN - BUILDING NO. 1

MDL & Associates
1140 ORCHARD RD. SUITE 201, WYOMING, WY 84004
PHONE: 307.733.1111 FAX: 307.733.1112

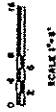
AS-BUILT 9-15-09

12

---K.S. 226 DOWE
BUILDING BEARING



PERIMETER PLAN - BUILDING NO. 2
(UNITS 15 THRU 28)



REVISIONS	DATE	BY

HARBOUR COVE ON THE LAKE

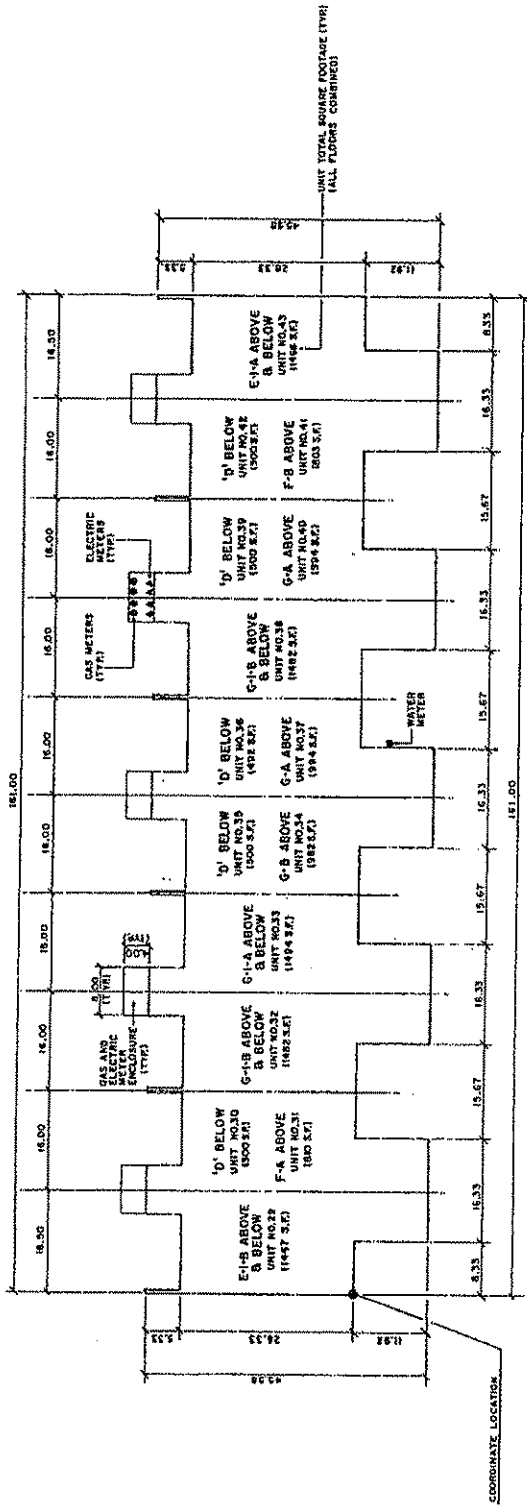
PERIMETER PLAN - BUILDING NO. 2

MDL & Associates
 MISSISSAUGA, ONTARIO
 1000 SHEPPARD AVENUE EAST, SUITE 100
 MISSISSAUGA, ONTARIO L4X 1L7

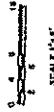
AS-BUILT 9-15-89

13

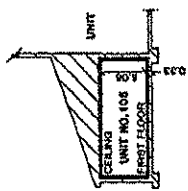
N. 8° 25' 00" E.
BUILDING BEARING



PERIMETER PLAN - BUILDING NO. 3
(UNITS 28 THRU 43)

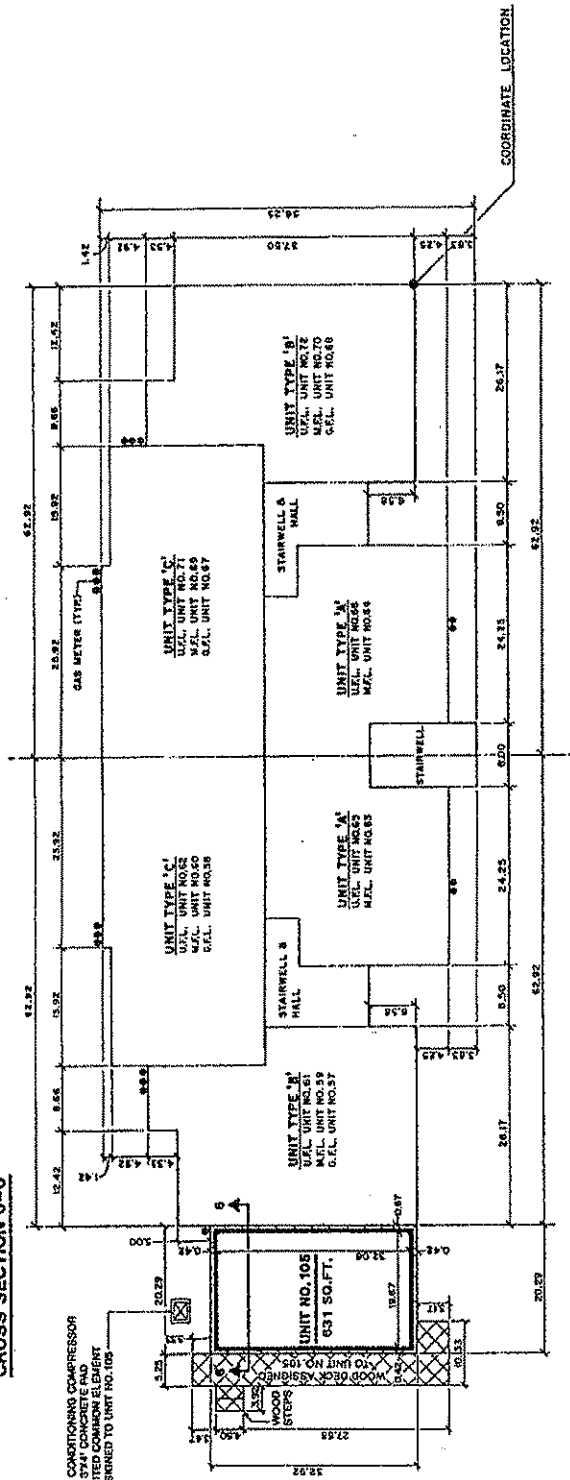


REVISIONS		HARBOUR COVE ON THE LAKE	
NO.	DATE	BY	DATE
PERIMETER PLAN - BUILDING NO. 3		MDL & Associates	
PROJECT NO. 9-15-86		REGISTERED PROFESSIONAL ARCHITECTS	
DRAWN BY: [Signature]		PROJECT NO. 14	



CROSS SECTION 6-6

AIR CONDITIONING COMPRESSOR
ON 3744 CONCRETE PAD
ASSIGNED TO UNIT NO. 105



LEGEND

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

UNITS OF OWNERSHIP

G.F.L. GROUND FLOOR LEVEL

M.F.L. MID FLOOR LEVEL

U.F.L. UPPER FLOOR LEVEL

SCALE 1" = 8'

NOTES

1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.
2. ALL WALLS FOR UNIT NO. 105 ARE 6" UNLESS SHOWN OTHERWISE.

REVISIONS		DATE	BY

HARBOUR COVE ON THE LAKE

PERIMETER PLAN - BUILDING NO. 5
FLOOR PLANS & SECTION - UNIT NO. 105

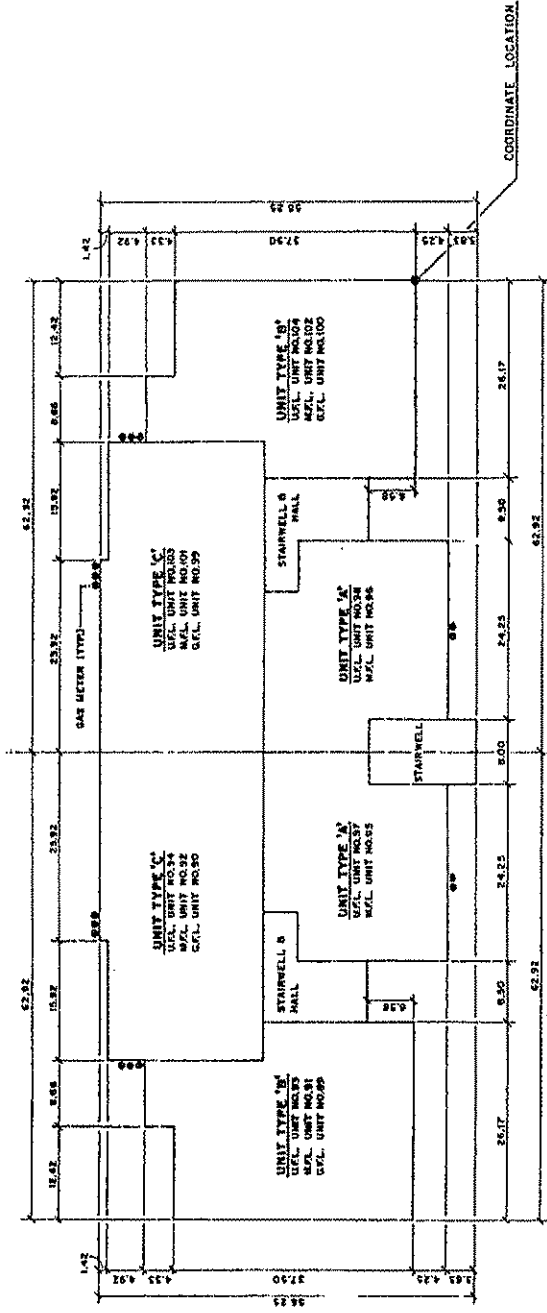
MDL & ASSOCIATES

WINDHAM, N. H. 03091

3744 CONCRETE PAD, UNIT NO. 105, UNIT
NO. 105, UNIT NO. 105, UNIT NO. 105

AS-BUILT 8-15-89

S. 89° 27' 45" E.
BUILDING BEARING



PERIMETER PLAN - BUILDING NO. 7
(UNITS 89 THRU 104)

SCALE 1" = 4'
0 2 4 6 8

G.F.L. DENOTES GROUND FLOOR LEVEL
M.F.L. DENOTES MID FLOOR LEVEL
U.F.L. DENOTES UPPER FLOOR LEVEL

REVISIONS	DATE	BY

HARBOUR COVE ON THE LAKE
PERIMETER PLAN - BUILDING NO. 7
MOL & ASSOCIATES
1144 CHURCH RD. SUITE 400, W. VANCOUVER, B.C. V6K 3H5
OFFICE: (604) 681-1111 FAX: (604) 681-0577
AS-BUILT 9-15-98

18