

SEVENTH AMENDMENT TO SOUTHCOVE MASTER DEED
EXHIBIT "B", CONDOMINIUM SUBDIVISION PLAN

Condominium Subdivision Plans, being Exhibit "B", are hereby amended as follows:

"Add Thirty-two (32) Units, number 107 through 138 inclusive"

The new units described above are as shown on the attached Amended Condominium Subdivision Plan which is made a part hereof. This Amendment does alter the percentage of value assigned to any unit in Southcove and does change the allocable expenses and/or percentage interest of any value assigned to each unit as computed in accordance with Article V of the Master Deed.

The number of units as referred to in Article V (c) shall be 127 units and each of said units shall be considered to have a percentage of value as indicated on attached Exhibit 1.

This Amendment is submitted in accordance with the authority given New Buffalo Harbor, Inc., a Michigan Corporation, as developer, by Public Act of 1978 as amended; as directed by a vote of the Board of Directors to amend the Master Deed to accomplish the inclusion of said units in The Southcove Association and by the consent of the developer to said Amendment which is also attached hereto and made a part hereof, in accordance with Article IX of the Master Deed previously filed and approved.

Units 116 through 123 inclusive are not provided with parking and are to be initially conveyed only to owners of other units included in this Amendment number Seven. Each of units 116 through 123 subsequently is to be conveyed only along with or to

the owner of one of the other units included in Amendment Seven.

RESTRICTIVE COVENANT: The initial owners of certain units upon which a "garage" structure is constructed are provided with a Letter from the City of New Buffalo indicating that the structure is not to be used for "residential purposes". Subsequent purchasers are hereby put on notice and prohibited from using the structure for "residential" purposes until such time as may be permitted by the Southcove Association and the City of New Buffalo. This restriction shall run with the land.

This Amendment is effective immediately upon its filing with the Register of Deeds Office, Berrien County, Michigan.

DATED: April 27, 1988

In the Presence Of:

NEW BUFFALO HARBOR, INC.

Margaret O'Neill
Margaret O'Neill

BY James L. Stevens
James L. Stevens
President

Ellen C. Van Brocklin
Ellen C. Van Brocklin

BY Roccy M. De Francesco
Roccy M. De Francesco
Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF BERRIEN)

On this 27th day of April, 1988, the foregoing instrument was acknowledged before me by James L. Stevens, President of New Buffalo Harbor, Inc., and Roccy M. De Francesco, Secretary of New Buffalo Harbor, Inc., a Michigan Corporation, on behalf of the corporation.

Margaret O'Neill
Margaret O'Neill
Notary Public, Berrien County,
Michigan
My Commission Expires:

January 25, 1989

PREPARED BY:
ROCCY M. DE FRANCESCO
903 MAIN STREET
ST. JOSEPH, MI 49085

**EXHIBIT 1 TO SEVENTH
AMENDMENT TO MASTER DEED**

The following is a schedule of units and the percentage of value assigned to each unit:

1.	1.14	38.	0.50	110.	0.67
2.	1.14	39.	0.50	111.	0.67
3.	1.70	40.	0.50	112.	0.67
4.	0.97	41.	0.50	113.	0.67
5.	0.97	42.	0.56	114.	0.67
6.	1.42	47.	0.28	115.	0.71
7.	1.42	48.	0.28	116.	0.26
8.	1.14	49.	0.28	117.	0.26
9.	1.14	50.	0.28	118.	0.26
10.	1.70	55.	0.32	119.	0.26
11.	1.42	56.	0.32	120.	0.26
12.	1.42	57.	0.32	121.	0.26
13.	1.14	58.	0.33	122.	0.26
14.	1.14	61.	0.32	123.	0.26
15.	1.70	62.	0.32	124.	0.85
16.	1.42	63.	0.32	125.	0.85
17.	1.42	64.	0.32	126.	0.85
18.	1.14	65.	0.33	127.	0.85
19.	1.14	79.	0.59	128.	0.85
20.	1.70	80.	0.59	129.	0.85
21.	0.97	81.	0.59	130.	0.85
22.	0.97	82.	0.59	131.	0.89
23.	1.42	83.	0.52	132.	0.89
24.	1.42	84.	0.59	133.	0.89
25.	0.97	85.	0.59	134.	0.89
26.	0.97	86.	0.59	135.	0.64
27.	0.97	87.	0.59	136.	0.64
28.	0.97	88.	0.59	137.	0.64
32.	2.94	89.	0.59	138.	0.64
33.	2.94	90.	0.53		
34.	2.94	91.	0.44		
35.	2.94	92.	0.44		
36.	2.94	93.	0.50		
37.	2.94	94.	0.50		
45.	0.28	95.	0.32		
46.	0.28	96.	0.32		
53.	0.32	97.	0.32		
54.	0.32	98.	0.32		
68.	0.72	99.	0.32		
69.	0.59	100.	0.32		
70.	0.59	101.	0.33		
71.	0.59	102.	0.32		
72.	0.59	103.	0.32		
73.	0.53	104.	0.32		
74.	0.59	105.	0.32		
75.	0.59	106.	0.32		
76.	0.59	107.	0.71		
77.	0.59	108.	0.71		
78.	0.59	109.	0.67		

CONSENT BY DEVELOPER TO SEVENTH
AMENDMENT TO SUBDIVISION PLAN
OF EXHIBIT B AND OTHER PROVISIONS

The undersigned, being the Developer of Southcove, a
condominium in Berrien County, Michigan, hereby consents to the
modification to the drawings, pages number X-1433-1, X-1433-2,
X-1433-2A, X-1433-3, X-1433-4, X-1433-4A, X-1433-5, X-1433-5A

of the Condominium Subdivision Plan (Exhibit B to the
Master Deed) and to the other provisions included in that
document.

Dated: April 27, 1988

NEW BUFFALO HARBOR, INC.

In the Presence Of:

Margaret O'Neill
Margaret O'Neill

BY James L. Stevens
James L. Stevens
President

Ellen C. Van Brocklin
Ellen C. Van Brocklin

BY Rocco M. De Francesco
Rocco M. De Francesco
Secretary

REPLAT NO. 7 OF
 BERRIEN COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 15

EXHIBIT B TO THE AMENDED MASTER DEED OF
SOUTHCOVE
 CITY OF NEW BUFFALO, BERRIEN COUNTY, MICHIGAN.

DEVELOPER
 NEW BUFFALO HARBOR, INC.
 903 MAIN STREET
 ST. JOSEPH, MICHIGAN 49085

SURVEYOR & DOCUMENTS
 MCGITMAN & ASSOCIATES, INC.
 820 BROAD STREET
 ST. JOSEPH, MICHIGAN 49085

ATTENTION COUNTY REGISTER OF DEEDS
 THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST
 BE ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A
 NUMBER HAS BEEN ASSIGNED TO THIS PROJECT. IT
 IS THE POLICY OF THIS OFFICE TO FILE ON THIS
 SHEET, THE SURVEYOR'S CERTIFICATE OF SHEET 2,
 AND IN THE MASTER DEED.

- SHEET INDEX
- ☆ 1. COVER SHEET X-1433-1
 - ☆ 2. SURVEY PLAN X-1433-2 & 2A
 - ☆ 3. EXPANSION PLAN X-1433-3
 - ☆ 4. SITE PLAN X-1433-4 & 4A
 - ☆ 5. UTILITY & FLOOD PLAN X-1433-5 & 5A
 - 6. FLOOD PLAN-BUILDINGS 1,2,3,4 (UNITS 1-38) X-1433-6
 - 7. FLOOD PLAN-BUILDINGS 1,2,3,4 (UNITS 67,112,161,1723 & 24) X-1433-7
 - 8. SECTIONS A-A & B-B BUILDINGS 1,2,3,4 (UNITS 1-38) X-1433-8
 - 9. SECTIONS C-C & D-D BUILDINGS 1,2,3,4 (UNITS 1-38) X-1433-9
 - 10. FLOOR PLANS UNITS 32-37 X-1433-10
 - 11. SECTIONS E-E & F-F UNITS 32-37 X-1433-11
 - 12. POSSIBLE UNITS 38-47 AND UNITS 68-101 X-1433-12

PROPERTY DESCRIPTION

THAT PART OF THE RECORDED PLAT OF WEST ADDITION TO THE VILLAGE, NOW CITY OF NEW BUFFALO, AND THAT PART OF THE RECORDED PLAT OF THE ORIGINAL TOWN OF NEW BUFFALO, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EASTERN MOST CORNER OF LOT 19, BLOCK 1, OF THE RECORDED PLAT OF "SUNSET SHORES NO. 1" IN SAID CITY OF NEW BUFFALO, THENCE NORTH 30° 45' WEST 478.02 FEET TO THE TRUE PLACE OF THE SOUTHERLY LINE OF SAID VILLAGE, THENCE SOUTH 30° 45' WEST 181.00 FEET TO A MEASUREMENT POINT ON THE SOUTHERLY LINE OF SAID VILLAGE CHANGING AS NOW ESTABLISHED; THENCE NORTH 48° 33' 30" EAST ON A BEARING OF 48° 33' 30" ALONG SAID SOUTHERLY LINE 99.05 FEET TO A MEASUREMENT POINT; THENCE NORTH 30° 45' EAST 87.37 WEST 30.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30° 45' WEST 30.00 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART LYING BETWEEN THE SOUTHERLY LINE OF SAID VILLAGE AND THE SOUTHERLY BANK OF THE NEW BUFFALO MARINA CHANNEL, CONTAINING 1.65 ACRES MORE OR LESS.

ALSO THAT PART OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 21 WEST, CITY OF NEW BUFFALO, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF WATER STREET AND THE WESTERLY LINE OF BRITANNER AVENUE, THENCE NORTH 30° 45' WEST 152.77 FEET TO THE EASTERN LINE OF WILLAGO STREET; THENCE NORTH 30° 45' WEST 462.54 FEET TO THE EASTERN LINE OF WILLAGO STREET; THENCE NORTH 30° 45' WEST 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5.23 ACRES.

ALSO THAT PART OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 21 WEST, CITY OF NEW BUFFALO, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF WATER STREET AND THE WESTERLY LINE OF BRITANNER AVENUE, THENCE NORTH 30° 45' WEST 152.77 FEET TO THE EASTERN LINE OF WILLAGO STREET; THENCE NORTH 30° 45' WEST 462.54 FEET TO THE EASTERN LINE OF WILLAGO STREET; THENCE NORTH 30° 45' WEST 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5.23 ACRES.

OF THE EASTERN MOST CORNER OF LOT 19, BLOCK 1, SUNSET SHORES NO. 1 IN SAID CITY OF NEW BUFFALO, THENCE NORTH 30° 45' WEST 478.02 FEET TO THE TRUE PLACE OF THE SOUTHERLY LINE OF SAID VILLAGE, THENCE SOUTH 30° 45' WEST 181.00 FEET TO A MEASUREMENT POINT ON THE SOUTHERLY LINE OF SAID VILLAGE CHANGING AS NOW ESTABLISHED; THENCE NORTH 48° 33' 30" EAST ON A BEARING OF 48° 33' 30" ALONG SAID SOUTHERLY LINE 99.05 FEET TO A MEASUREMENT POINT; THENCE NORTH 30° 45' EAST 87.37 WEST 30.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30° 45' WEST 30.00 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART LYING BETWEEN THE SOUTHERLY LINE OF SAID VILLAGE AND THE SOUTHERLY BANK OF THE NEW BUFFALO MARINA CHANNEL, CONTAINING 1.65 ACRES MORE OR LESS.

NOTE
 SOUTHCOVE IS A MULTI-PHASE CONDOMINIUM PROJECT. THE STAR (☆) INDICATES SHEETS OR ARE NEW SHEETS WHICH ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS WITH THIS SUBDIVISION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

MCGITMAN & ASSOCIATES, INC.
 820 BROAD STREET ST. JOSEPH, MICHIGAN 49085
 REGISTERED PROFESSIONAL SURVEYOR
 No. 1433-12
 DATE: 11/21/12
 SHEET 2 OF 2
 COVER SHEET
 E-10394

SURVEYOR'S CERTIFICATE

I, JOHN A. LAMER, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN ABOVE AS BERNIE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 10 IS A CORRECT AND TRUE REPRESENTATION OF THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUNDS AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 29 OF THE PUBLIC ACTS OF 1978. THAT THE BELIEFS, ASSUMPTIONS, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 29 OF THE PUBLIC ACTS OF 1978.

4-26-88
SITE
J. A. LAMER, REGISTERED LAND SURVEYOR
1841 TRAVIS AVENUE, TROY, MICHIGAN 48063
P.L.S. 27449
220 BROAD ST., ST. JOSEPH, MI 49785



AGREEMENT TO MICHIGAN & AMERICAN ELECTRIC COMPANY FOR DEVELOPED & UNDEVELOPED SERVICE AREAS IN LIBER 7 PAGES 105-112.

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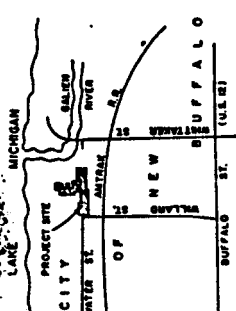
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LOCATION MAP
NO SCALE

NOTICE: SURVEY MARKERS ARE NOTED OFF THE RECORD PLAN BY SURVEY MARK NUMBER COUNCIL OF BUFFALO COUNTY, MICHIGAN

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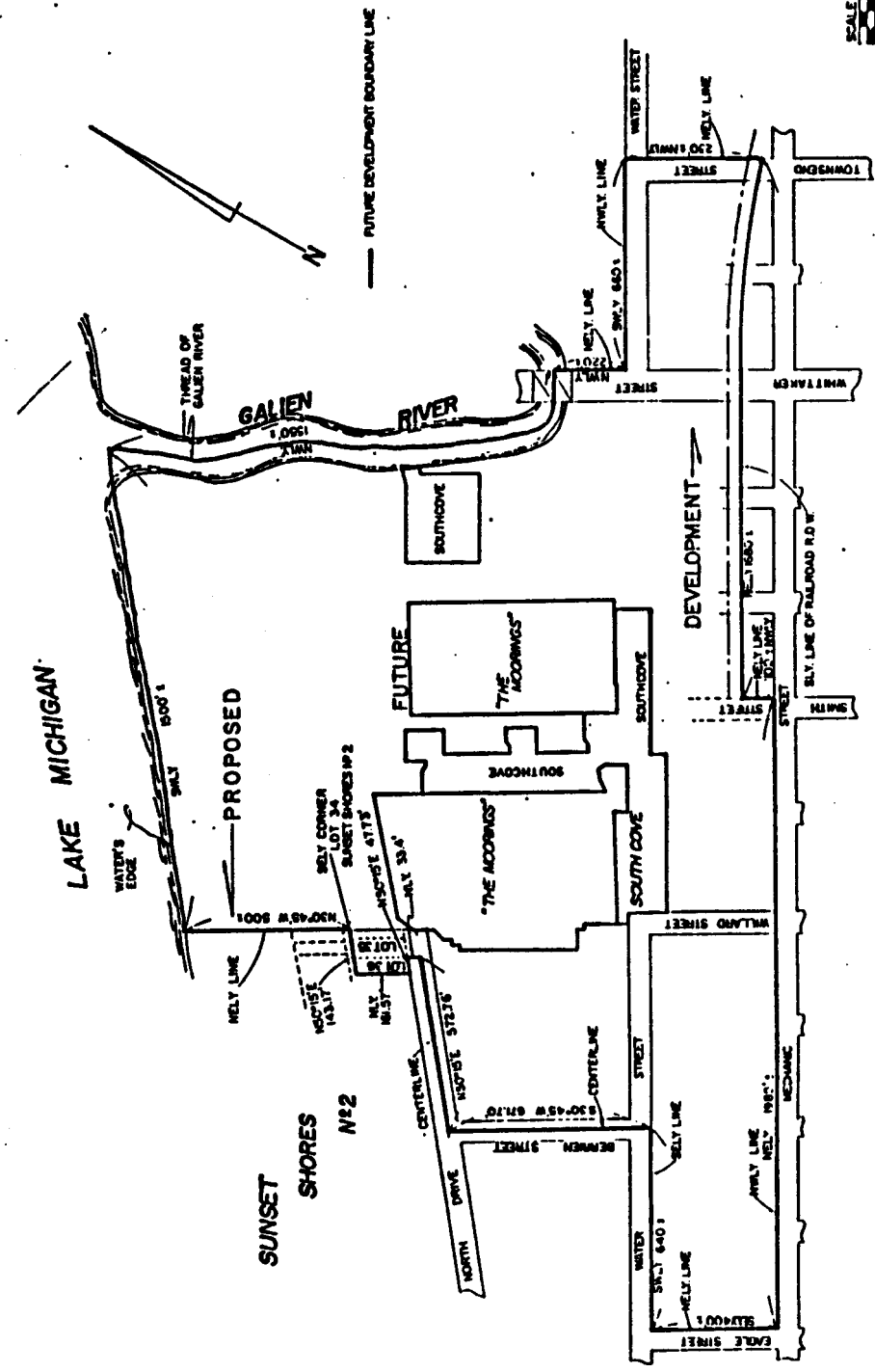
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LAKE MICHIGAN

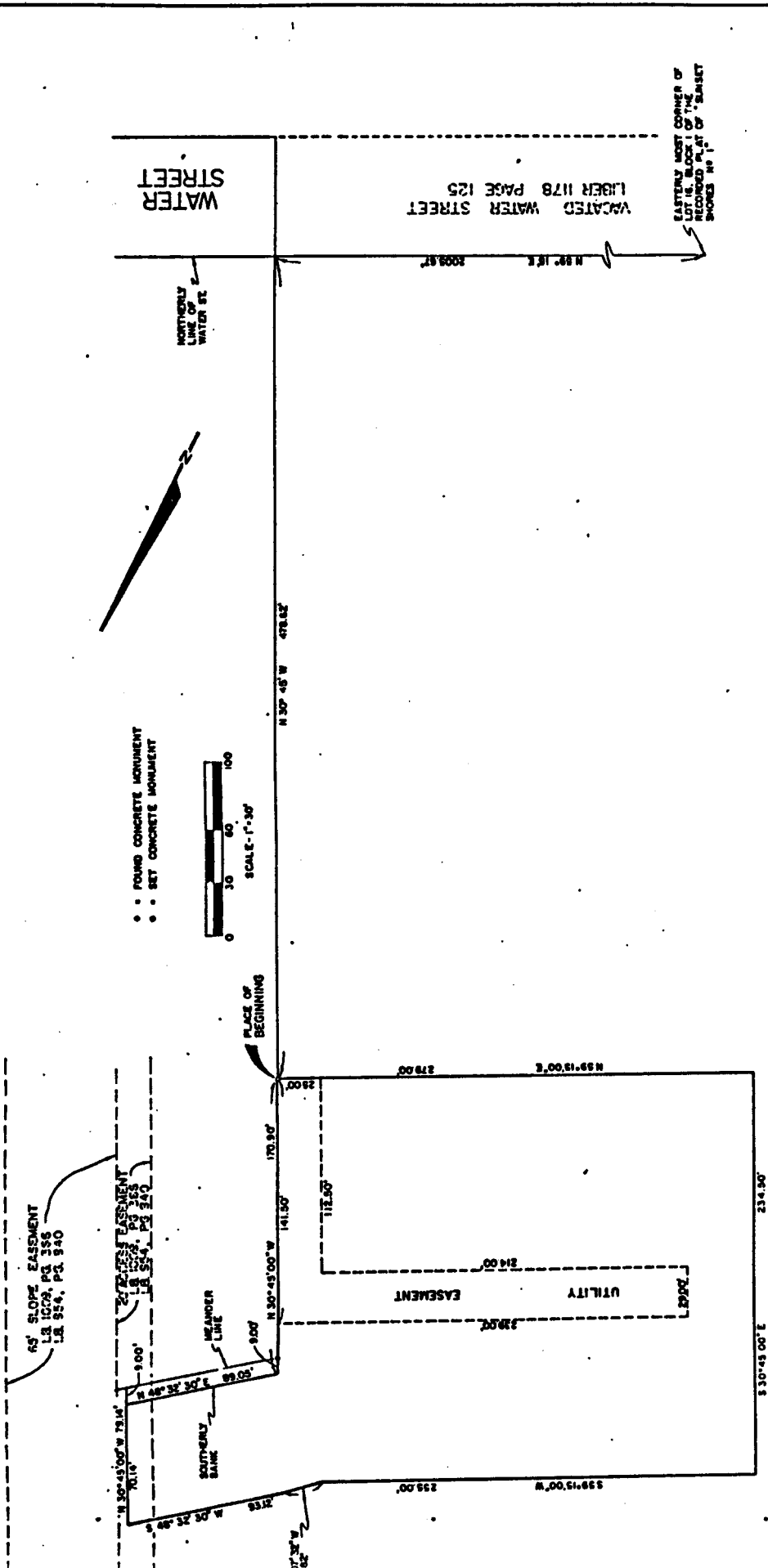


NOTE: PROPOSED FUTURE DEVELOPMENT AREA
INCLUDES ALL PUBLIC AND PRIVATE RIGHTS OFWAYS
AND EASEMENTS WITHIN THE DEVELOPMENT BOUNDARY



PROPOSED	
SOUTHDOVE	LOT 34
WATER STREET	LOT 35
WATER STREET	LOT 36
WATER STREET	LOT 37
WATER STREET	LOT 38
WATER STREET	LOT 39
WATER STREET	LOT 40
WATER STREET	LOT 41
WATER STREET	LOT 42
WATER STREET	LOT 43
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WATER STREET	LOT 73
WATER STREET	LOT 74
WATER STREET	LOT 75
WATER STREET	LOT 76
WATER STREET	LOT 77
WATER STREET	LOT 78
WATER STREET	LOT 79
WATER STREET	LOT 80

WIGHTMAN & ASSOCIATES, INC.
1800 W. BROAD STREET, FAYETTEVILLE, AR.
K-143-17



SURVEYOR'S CERTIFICATE

JOHN G. KAMER, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

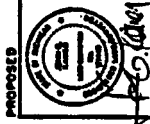
THAT THE SUBDIVISION PLAN KNOWN AS BERREN CITY COUNCILMAN SUBDIVISION, PLAN NO. 18 IS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

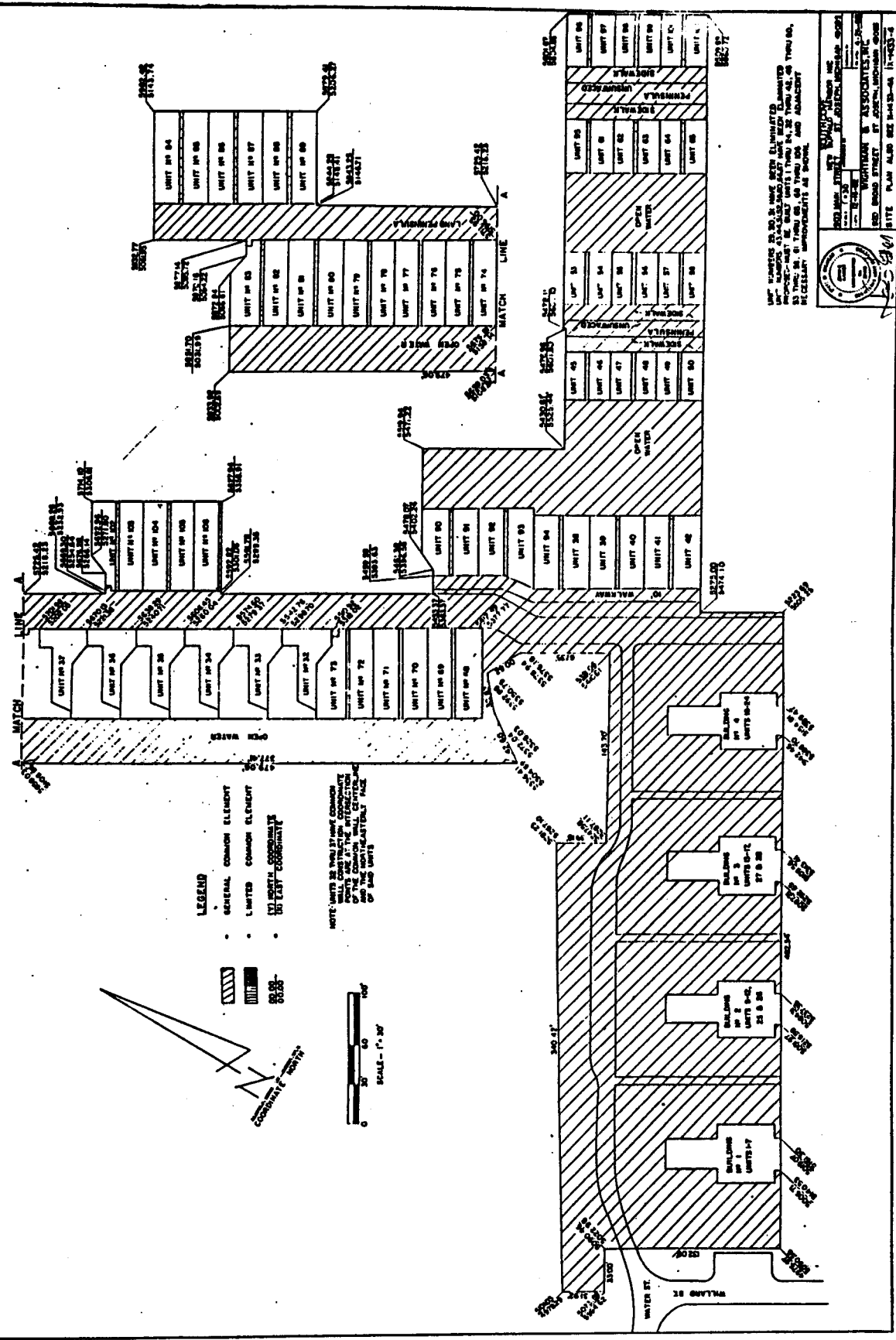
THAT THE BEARINGS AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

DATE 4-26-88
 JOHN G. KAMER, TREASURER
 WIGHTMAN & ASSOCIATES, INC.
 820 BROAD ST., ST. JOSEPH, MI. 49085



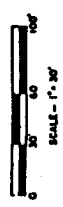
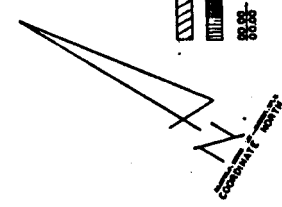
SOUTHCOVE
 NEW BUFFALO TOWNSHIP, MI.
 805 MAIN STREET
 ST. JOSEPH, MICHIGAN 49085
 PHONE 313-277-1111
 WIGHTMAN & ASSOCIATES, INC.
 820 BROAD STREET
 ST. JOSEPH, MICHIGAN 49085
 SURVEY PLAN ALSO SEE K-4533-E, T-1433-EA

WATERED WATER STREET
 WATER STREET
 EASTERN MOST CORNER OF
 LIT. NO. 100 OF THE
 RECORDS OF THE TOWNSHIP
 SHOWN IN LIT. NO. 100



- LEGEND**
- GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - LIMITED COMMON ELEMENT TO EVERY COORDINATE

NOTE: UNITS 28 THRU 37 HAVE COMMON WALLS WITH THE ADJACENT UNITS. THE CENTERLINE OF THE COMMON WALL, CENTERLINE OF THE UNIT, AND CENTERLINE OF THE UNIT SHALL BE CONSIDERED AS THE CENTERLINE OF THE UNIT.

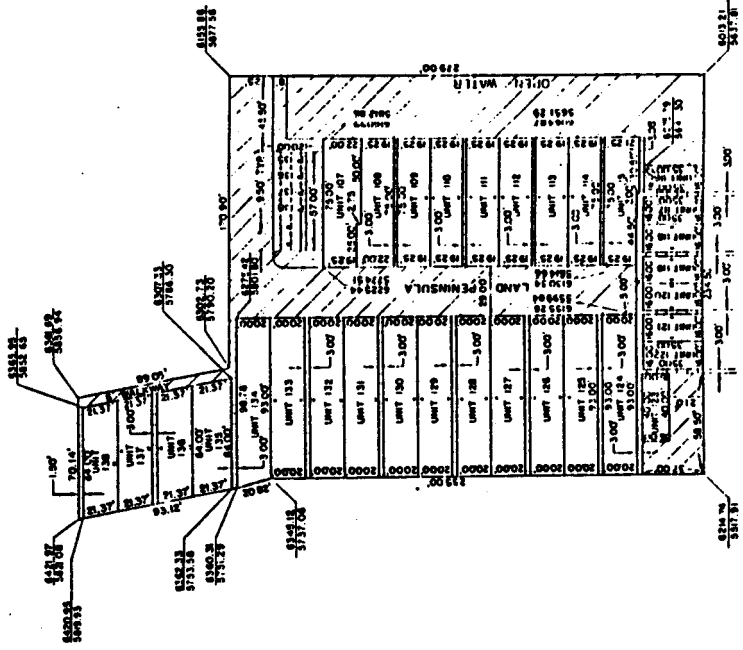
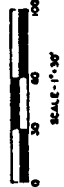


THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ARCHITECT'S OFFICE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

JOSEPH A. JOSEPH
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 117033
 STATE OF MICHIGAN
 2025

LEGEND

- LIMITS OF OWNERSHIP
- PARKING
- PARKING MANHOLES REPRESENT (PARKING UNIT NUMBER)
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- (N) NORTH COORDINATE
- (E) EAST COORDINATE



PROPOSED - UNIT 100 UNIT



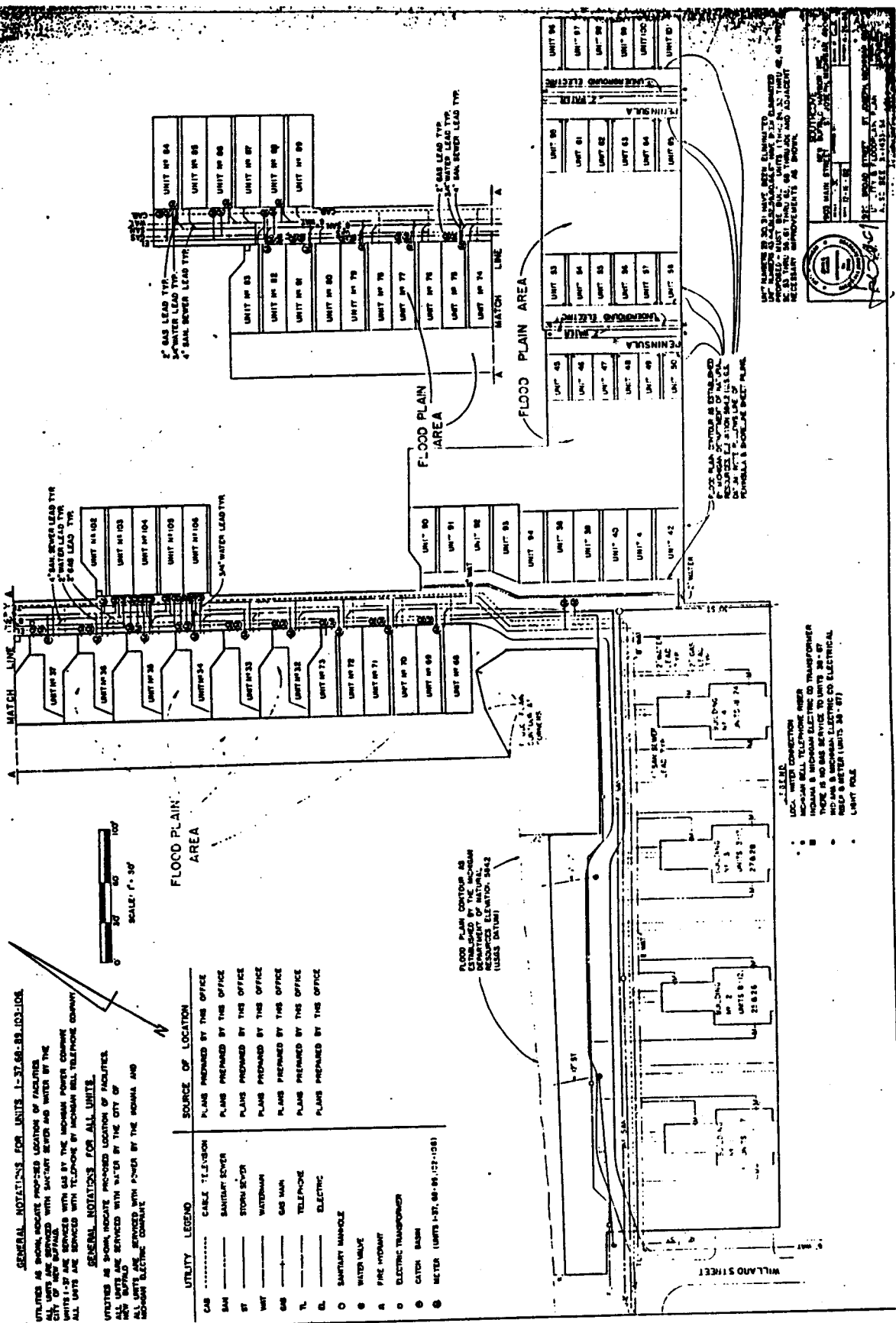
3000000
 NEW SUPPLY WAREHOUSE INC
 1000 W. 130th Street, St. Joseph, Missouri 64504
 WRIGHTMAN & ASSOCIATES, INC.
 200 PERSHING STREET, ST. JOSEPH, MISSOURI 64502
 SITE PLAN ALSO SEE 1-1083-4 12-10-13-14

GENERAL NOTATIONS FOR UNITS 1-37, 69-89, 103-104

UTILITIES AS SHOWN INDICATE PROPOSED LOCATION OF FACILITIES
 ALL UNITS ARE SERVICED WITH SANITARY SEWER AND WATER BY THE
 CITY OF NEW BRUNSWICK WITH GAS BY THE INDIANAPOLIS POWER COMPANY
 UNITS 1-37 ARE SERVICED WITH TELEPHONE BY INDIANAPOLIS POWER COMPANY
 ALL UNITS ARE SERVICED WITH POWER BY THE INDIANAPOLIS
 POWER COMPANY

GENERAL NOTATIONS FOR ALL UNITS
 UTILITIES AS SHOWN INDICATE PROPOSED LOCATION OF FACILITIES
 ALL UNITS ARE SERVICED WITH WATER BY THE CITY OF
 NEW BRUNSWICK WITH POWER BY THE INDIANAPOLIS
 POWER COMPANY

UTILITY LEGEND	SOURCE OF LOCATION
CAS	CABLE TELEVISION
SM	SANITARY SEWER
ST	STORM SEWER
WT	WATER MAIN
GS	GAS MAIN
TL	TELEPHONE
EL	ELECTRIC
○	SANITARY MANHOLE
●	WATER VALVE
▲	FIRE HYDRANT
□	ELECTRIC TRANSFORMER
○	CATCH BASIN
○	METER (UNITS 1-37, 69-89, 103-104)



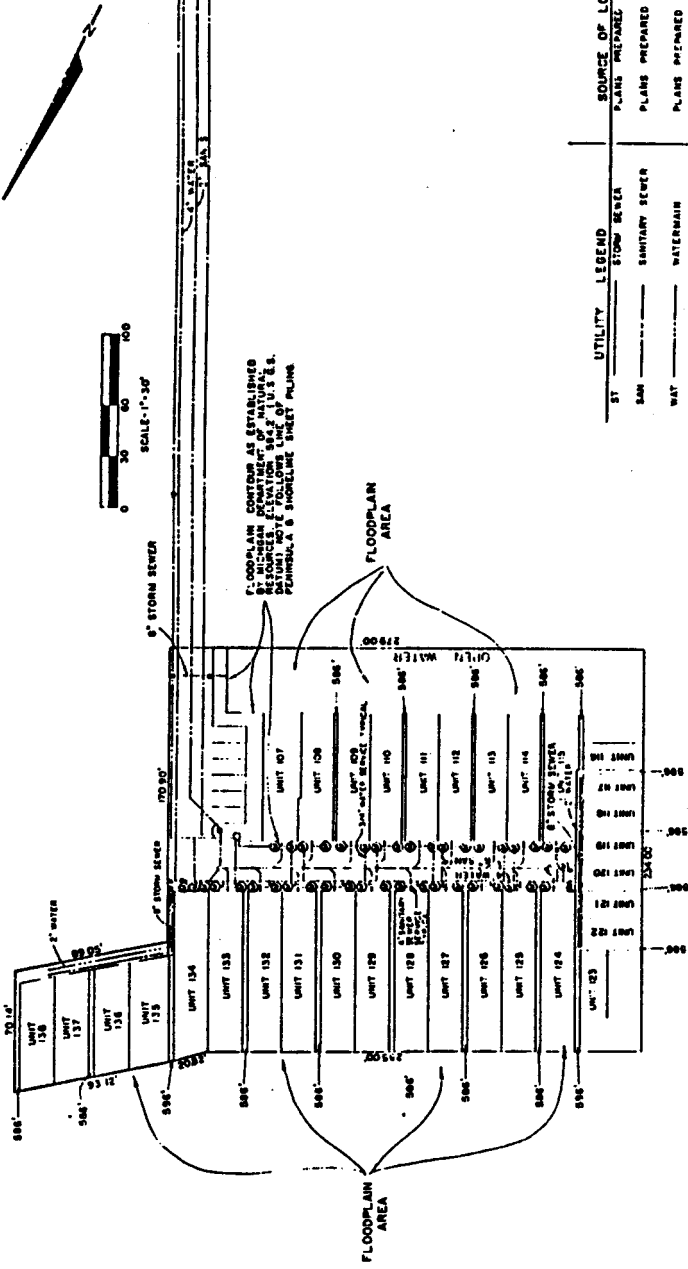
LOCAL WATER CONNECTION
 INDIANAPOLIS BELL TELEPHONE RIVER
 INDIANAPOLIS ELECTRIC CO. TRANSFORMER
 THERE IS NO GAS OR ELECTRIC TO ELECTRICAL
 REAR & WATER (UNITS 38-87)
 LIGHT POLE

FLOOD PLAIN OUTLINE AS
 ESTABLISHED BY THE INDIANAPOLIS
 POWER COMPANY (ELEVATION 284.2
 (UNITS DATUM))

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 UNIT 102
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 UNIT 4
 UNIT 3
 UNIT 2
 UNIT 1



DATE: 11-15-50
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 TITLE: [Title]



FLOODPLAIN CONTOUR AS ESTABLISHED BY MICHIGAN DEPARTMENT OF NATURAL RESOURCES. THIS FLOODPLAIN CONTOUR FOLLOWS THE LINE OF PEAKS AND SHOULDER LINE OF SHEET PILING.

UTILITY	LEGEND	SOURCE OF LOCATION
ST	STORM SEWER	PLANS PREPARED BY THIS OFFICE
SS	SANITARY SEWER	PLANS PREPARED BY THIS OFFICE
WM	WATERMAIN	PLANS PREPARED BY THIS OFFICE
EL	ELECTRIC	PLANS PREPARED BY THIS OFFICE
TL	TELEPHONE	PLANS PREPARED BY THIS OFFICE
○	SANITARY MANHOLE	
●	WATER VALVE	
⊙	METER	
⊠	FIRE HYDRANT	
⊞	CATCH BASIN	


GENERAL NOTATIONS FOR UNITS

UTILITIES AS SHOWN INDICATE PROPOSED LOCATION OF FACILITIES. ALL UNITS ARE SERVICED WITH SANITARY SEWER AND WATER BY THE CITY OF NEW BUFFALO. ALL UNITS ARE SERVICED WITH TELEPHONE BY MICHIGAN BELL TELEPHONE COMPANY.

GENERAL NOTATIONS FOR ALL UNITS

UTILITIES AS SHOWN INDICATE PROPOSED LOCATION OF FACILITIES. ALL UNITS ARE SERVICED WITH WATER BY THE CITY OF NEW BUFFALO. ALL UNITS ARE SERVICED WITH POWER BY THE INDIANA AND MICHIGAN ELECTRIC COMPANY.

PROPOSED



WRIGHT, JAMES B. ENGINEER
 1025 MAIN STREET
 ST. JOHNS, MICHIGAN 48784
 LICENSE NO. 12425

WRIGHT, JAMES B. & ASSOCIATES, INC.
 1025 MAIN STREET
 ST. JOHNS, MICHIGAN 48784
 LICENSE NO. 12425

DATE: 11-13-54

- (c) In the event that, subsequent to the time that a Reservation and Subscription Agreement becomes a binding purchase agreement, the Subscriber thereunder shall default in making any payments required by said Agreement or in fulfilling any other obligations thereunder, for a period of ten (10) days after written notice by Developer to Subscriber, Escrow Agent shall release sums held pursuant to said Agreement to Developer in accordance with the terms of said Agreement.
- (d) In the event Subscriber defaults in his obligations prior to the time a Reservation and Subscription Agreement becomes a binding purchase agreement and Developer terminates Subscriber's reservation rights and so notifies Escrow Agent in writing, then all sums held pursuant to said Agreement shall be returned to Subscriber.
- (e) In the event that a Subscriber fails to obtain a mortgage as provided in the Reservation and Subscription Agreement, Escrow Agent shall release all sums held by it pursuant to said Agreement to Subscriber.
- (f) If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the occurrence of one or more of the foregoing events, Escrow Agent shall release all such sums to Developer in the event that Developer has placed with Escrow Agent an irrevocable Letter of Credit drawn in favor of Escrow Agent or other acceptable security securing repayment of said sums, in such form, substance and amount and issued by such institution as are all acceptable to the Michigan Department of Commerce and to the Escrow Agent.
- (g) Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto unless required by the Michigan Department of Commerce. In the event that interest upon such sums is required to be earned by the Michigan Department of Commerce for the benefit of Subscriber, such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and credited to Subscriber upon termination of this Escrow Agreement. In the event the Michigan Department of Commerce fails to require interest to be earned upon the escrowed sums, but interest upon such sums is earned, such interest shall be held in escrow and paid to Developer upon the termination of the Escrow Agreement; provided,

however, that if this Agreement terminates because the Subscriber has failed to obtain a mortgage, then such interest shall be paid to the Purchaser.

3. Escrow Agent may require reasonable proof of occurrence of any of the events, actions, or conditions stated herein before releasing any sums held by it pursuant to any Agreement to a Subscriber thereunder, or to the Developer.

4. Upon making delivery of the funds deposited with Escrow Agent pursuant to any of the aforementioned Reservation and Subscription Agreement, it being expressly understood that liability is limited by the terms and provisions set forth in such Agreements and in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any unit reserved or sold under any other Agreement. It is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this escrow.

5. All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered mail, postage prepaid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon any of the other said Agreements. for purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date set forth at the outset hereof.

THE BANK OF THREE OAKS
Three Oaks, Michigan

By 

NEW BUFFALO HARBOR, INC.
Authorized Representative

By 