

Blue: Recommended additions for clarity

Red: Recommended subtractions for clarity

Harbor Cove Waterford Condominium
Master Deed

Oakland County condominium Subdivision Plan No. Number: **841**

This **MASTER DEED** is made and executed this **10th** day of **September, 1993** by L.A.L. Construction Company, (hereinafter referred to as the “Developer”) whose address is:

2274 West Maple Avenue
Flint, Michigan 48507
810-232-2550

WITNESSETH:

WHEREAS, Developer desires by recording this **MASTER DEED**, together with the **CONDOMINIUM BY-LAWS** attached hereto as EXHIBIT “A”, and together with the **CONDOMINIUM SUBDIVISION PLAN** attached hereto as EXHIBIT “B” (both of which are hereby incorporated by reference and made a part hereof), and has filed with the Township of Waterford, County of Oakland, a detailed architectural plans and specifications for the project in furtherance of its desire to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a condominium under the provisions of the Condominium Act of Michigan.

NOW, THEREFORE, Developer does, upon the recording hereof, establish HARBOR COVE **WATERFORD** CONDOMINIUM as a condominium under the Condominium Act and does declare that HARBOR COVE **WATERFORD** CONDOMINIUM shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this **MASTER DEED** and the exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators, and assigns.

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as HARBOR COVE WATERFORD CONDOMINIUM, Oakland county Condominium Subdivision Plan Number **841**. The buildings and units contained in the Condominium, including the number, boundaries, dimensions and volume of each unit therein are set forth completely in the Condominium Subdivision Plan attached as EXHIBIT "B" hereto. Each building contains individual units for residential purposes only, and each unit is capable of individual use, having its own entrance from and exit to a common element of the Condominium. Each co-owner in the condominium shall have an exclusive right to his or her their unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the condominium as are designated by the **MASTER DEED**. Co-owners shall have voting rights in HARBOR COVE WATERFORD CONDOMINIUM ASSOCIATION as set forth herein, in the **CONDOMINIUM BY-LAWS, CORPORATE BY-LAWS, and ARTICLES OF INCORPORATION** of such Association. Nothing in this **MASTER DEED** shall be construed to impose upon Developer and contractual or other legal obligation to build, install or deliver any structure or improvement which is labeled on the Plan (EXHIBIT "B") as "need not be built".

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium established by this **MASTER DEED** is the land in the Township of Waterford, County of **County Oakland**, State of Michigan, described as:

See EXHIBIT “C” for the Legal Description of the entire Project.

See EXHIBIT “D” for the Legal Description for the portion of the Project which “Must be Built”

Any portion of the Project not contained within the Legal Description of the Project described as “Must be Built”, is property which is within the Project known as HARBOR COVE **WATERFORD CONDOMINIUM, but such property may or may not be developed. It is described as “Need not be Built”**

ARTICLE III

DEFINITIONS

Certain terms used in this **MASTER DEED** and the EXHIBITS hereto, and in the **ARTICLES OF INCORPORATION** and **CORPORATE BY-LAWS** of HARBOR COVE WATERFORD CONDOMINIUM shall be defined as follows:

- A. "Condominium Act" **of or** "Act" means Act 59 of the Public Acts of Michigan of 1978, as amended, including the amendments of Act 538 of the Public Acts of 1982 and Act 113 of 1983. If any provision of this **MASTER DEED** or its EXHIBITS is found to conflict with any provision of the Act, or if any provision required by the Act is omitted herefrom, then the provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.
- B. "Developer" means L.A.L Construction Company, a Michigan corporation, its successors and/or assigns, all rights reserved to Developer herein expressly being assignable in writing.
- C. "Association" or "Association of Co-Owners" shall mean the Michigan non-profit corporation, HARBOR COVE WATERFORD CONDOMINIUM ASSOCIATION, 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 of the laws of the State of Michigan.
- D. "Condominium By-Laws" means EXHIBIT "A" hereto, being the by-laws setting forth the substantive rights and obligations of the co-owners.
- E. "Corporate By-Laws" means the corporate by-laws of the Association, as distinguished from the Condominium By-Laws.
- F. "Condominium Unit" or "Unit" **or "Apartment"** each mean the enclosed space constituting a single, complete residential unit and garage(s) designed and intended for separate ownership and use in HARBOR COVE WATERFORD CONDOMINIUM as such space may be described on EXHIBIT "B" hereto.
- G. "Condominium Documents", **wherever used**, means and includes this **MASTER DEED** and the EXHIBITS hereto, the **ARTICLES OF INCORPORATION** and the **CORPORATE BY-LAWS** of the Association.
- H. "Condominium" means HARBOR COVE WATERFORD CONDOMINIUM as a condominium established pursuant to the provisions of the Act and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.
- I. "Condominium Subdivision Plan" or "Plan" means the Plan attached to this **MASTER DEED** as EXHIBIT "B". The Plan assigns a number to each

condominium unit and includes a description of the nature, location and approximate size of certain common elements.

- J. "Co-Owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. **Developer is an owner as long as Developer owns one or more units.**
- K. "Common Elements" means the portions of the Condominium other than the condominium Units.
- L. "General Common Elements" means the common elements other than the limited common elements.
- M. "Limited Common Elements" means a portion of the common elements reserved in this **MASTER DEED** for the exclusive use of less than all of the co-owners.
- N. "Master Deed" means this document which, when recorded, shall establish the Condominium and to which the **CONDOMINIUM BY-LAWS** and **CONDOMINIUM SUBDIVISION PLAN** are attached as EXHIBITS.
- O. "Mortgagee" means the named mortgage or owner of any mortgage on all or any portion of the condominium premises and includes the United States Department of Housing and Urban Development, or any successor thereto or assignee thereof, so long as any mortgage on all or any portion of the condominium premises is insured by the Department of Housing and Urban Development.
- P. "Percentage of Value" means the percentage assigned to each condominium unit in ARTICLE VI of this **MASTER DEED**. The percentages of value of all units shall total ONE HUNDRED PERCENT (100%). Percentages of value shall **abe** determined only with respect to those matters to which they are specifically deemed to relate either in the condominium Documents or in the Act.
- Q. "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.
- R. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of the deeds.
- S. "Size" means the number of cubic feet or the number of square feet of ground or floor space within each condominium unit as computed by reference to the Condominium Subdivision Plan and rounded off to a whole number.
- T. **"Transition Control Date" means the date on which the Board of directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.**

ARTICLE IV

COMMON ELEMENTS

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

- A. The general common elements are:
1. The land designated in ARTICLE II hereof, including roads and unassigned parking areas;
 2. The electrical system throughout the Condominium including that contained within unit walls up to the point of connection with the electrical outlets within any wall;
 3. The gas transmission lines throughout the Condominium, including that contained within unit walls up to the point of connection with gas fixtures within any unit;
 4. The telephone wiring network throughout the condominium, including that contained within unit walls up to the point of connection with telephone equipment within any unit the telephone outlets within any wall;
 5. The plumbing network throughout the condominium including that contained within unit walls up to the point of connection with plumbing fixtures within any unit;
 6. Foundations, supporting columns, unit perimeter walls (excluding windows and doors therein) and such other walls as are designated on the Plan as general common elements, roofs, ceilings, floor construction between unit levels and chimneys;
 7. The cable television transmission system, if any, is installed, throughout the Condominium, including that contained within any unit walls up to the point of connection with outlets within any unit wall;
 8. Such other elements of the condominium not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit;
 9. The benefits and burdens of an easement for recreational purposes, including access to Eagle Lake, for swimming and to certain land designated as the "Peninsula" described in the Third Amendment to the MASTER DEED, for HARBOR OAKS CONDOMINIUMS, recorded in Liber 11121, pages 841-864, both inclusive, Oakland County Records. Said Third Amendment also provides for the sharing in the cost of maintaining the "Peninsula", including insurance coverage. Therefore, HARBOR COVE WATERFORD CONDOMINIUM will be entitled to use the "Peninsula" and will have access for the ingress and egress to the "Peninsula" by foot or by bicycle over a pathway which has been constructed. but, The residents of HARBOR COVE WATERFORD CONDOMINIUM will share in the cost of maintaining and keeping up the

“Peninsula” and the pathway, in proportion to the number of **occupied** units located in each condominium development.;

10. The benefits and burdens of a certain reciprocal easement agreement recorded in Deed Liber 12171, pages 362-370, inclusive, over roads located in HARBOR OAKS CONDOMINIUMS for ingress and egress and to tap into and use any of the utility systems located on the premises of HARBOR OAK CONDOMINIUMS. It should be noted, HARBOR OAKS CONDOMINIUMS has similar rights over HARBOR COVE WATERFORD CONDOMINIUM property, for ingress and egress, over the roads located in HARBOR COVE WATERFORD CONDOMINIUM and to tap into and use any of the utility systems located on the premises of HARBOR COVE WATERFORD CONDOMINIUM. The cost of repairs to roads and water mains located in both condominium projects shall be shared by the HARBOR OAKS CONDOMINIUM ASSOCIATION and the HARBOR COVE WATERFORD CONDOMINIUM ASSOCIATION in proportion to the number of **occupied** units located in each condominium development. The costs of repairs to storm sewer lines located in each condominium development shall be shared by the HARBOR OAKS CONDOMINIUM ASSOCIATION and the HARBOR COVE WATERFORD CONDOMINIUM ASSOCIATION in proportion to the number of **occupied** units located in each condominium development. The cost of repairs to sanitary sewer lines located in either development shall not be shared with the exception of a portion of sanitary sewer lines for the use and benefit of HARBOR OAKS CONDOMINIUMS which traverse property within the HARBOR COVE WATERFORD CONDOMINIUM development.

B. The limited common elements are:

1. Decks, porches and patios, if any, designated on the Plan as limited common elements are limited to the sole use of the owners of the units to which such common elements are shown as appurtenant on the Plan;
2. Windows and doors, interior and exterior;
3. Interior surfaces of unit perimeter walls, **ceilings**, and floors contained within a unit are limited to the sole use of the owner of such unit;
4. Automobile driveways;
5. The use of the surface of the land within FOUR (4) feet of the outside perimeter walls of the Condominium unit, lower level units only, subject to the Association’s right to fulfill its duties as set out herein.

C. Maintenance, repair, replacement, renovation or restoration of all general and limited common elements shall be the responsibility of the Association. **except as provided herein. The limited common elements described in ARTICLE IV B-1, B-2, B-3, and B-4 above shall be decorated, maintained, repaired, renovated or replaced by the owner having the use thereof, and as to B-5, may be landscaped as provided in the By-Laws attached hereto.** Repair of any damage to common elements caused by a co-owner or the family or invitees of a co-owner shall be the obligation of the co-owner. Any such repair of damages may be made by the

Association and charged to the co-owner. Notwithstanding the foregoing, the expense of lighting, operating, decorating, maintaining, or repairing stairwells and corridors shall be specially assessed by the Association equally to all owners of all units within all buildings having such common elements, which special assessment shall be in addition to any other regular or special assessments levied by the Association.

ARTICLE V

USE OF PREMISES

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

ARTICLE VI

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- A. The Condominium consists of 18 54 units. Each condominium unit is described in this paragraph with reference to the **CONDOMINIUM SUBDIVISION PLAN** attached hereto and EXHIBIT “B”. Each condominium unit shall include all that space contained within the interior side of the finished, unpainted perimeter walls, and within the ceilings and finished sub-floor, all as shown on EXHIBIT “B” and delineated with heavy outlines. **For all purposes individual units may hereafter be defined and described by reference to this MASTER DEED and the individual number assigned to the unit in the Condominium Subdivision Plan.**
- B. The percentage of value assigned to each unit is set forth in this ARTICLE and shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses or the administration (except as provided in ARTICLE IV C above) and the value of such co-owner’s vote at meetings of the Association and the undivided interested of the co-owner in the common elements.

The total percentage value of the Condominium is one hundred percent (100%). Individual unit percentage of value shall be **as follows: exactly 1/54 per unit or approximately 0.01852%.**

Schedule of Percentage Value	
Unit Numbers According to Plan	Percentage for Each Unit
Building 1	
1	.0556
2	.0556
3	.0556
4	.0556
5	.0556
6	.0556
7	.0556
8	.0556
Building 2	
9	.0556
10	.0556
11	.0556
12	.0556
13	.0556
14	.0556
15	.0556
16	.0556
17	.0556
18	.0556
Total:	100%

The method used by the Developer to determine the foregoing percentages was to determine that the allocable expenses of maintenance for each unit should be approximately equal after adjustments for the special assessments provided in ARTICLE IV C above. The formula used by the Developer was, with minor adjustments, to divide the square feet in each unit by the total square feet in all units.

ARTICLE VII

EASEMENTS

In the event any portion of a unit or common element encroaches upon another unit or common elements due to shifting, settling, or moving of the building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance **or 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 installation, maintenance and servicing of all utilities in the condominium, including but not limited to, lighting, heating, power, sewer, water and communications, including telephone and cable **television** lines. There shall exist easements or support with respect to any unit interior wall which supports a common element. The Board of Directors of the Association may grant easements over or through, or dedicate any portion of any general common element of the Condominium for utility, roadway construction or safety purposes, and grant such easements or dedications over all common elements for the purpose of developing the Condominium. **The Developer reserves certain additional easements as stated in ARTICLE VIII herein. Developer also reserved all easements granted by the Act, without restriction of any kind.** The maintenance of all easements relating to the common elements shall be the responsibility and expense of the Association.

ARTICLE VIII

EXPANDABLE CONDOMINIUM

Note: Recommend to remove this entire Article

HARBOR COVE WATERFORD CONDOMINIUM is established as an expandable condominium unit in accordance with the provision of this ARTICLE VIII:

- A. Developer reserves the right, but no the obligation, to expand the Condominium.
- B. There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this ARTICLE VIII. The consent of any co-owner shall not be required to expand the Condominium. All of the co-owners and mortgagees of units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this **MASTER DEED** to effectuate the expansion and to any reallocation or percentages of value of existing units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agents and attorney for the purpose of executing such amendment or amendments to the **MASTER DEED** and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of re-recording an entire **MASTER DEED** or the EXHIBITS thereto and may incorporate by reference all or any pertinent portions of this **MASTER DEED** and the EXHIBITS herein. Nothing herein contained, however, shall in any way obligate Developer to enlarge or contract the Condominium.
- C. The Developer's right to expand the condominium project shall expire SIX (6) years after the initial recording of this **MASTER DEED**.
- D. The land to which the Condominium may be expanded is already included in the legal description set out herein.
- E. Any amendment to the **MASTER DEED** which alters the number of units in the Condominium shall proportionately re-adjust the existing percentages of value of condominium units to preserve a total value of one hundred percent (100%) for the entire condominium. Percentages of value shall be readjusted and determined in accordance with the method and formula described in ARTICLE VI of this **MASTER DEED**.
- F. Any expansion shall be deemed to have occurred at the tie of the recording of an amendment to this **MASTER DEED** embodying all essential elements of the expansion. At the conclusion of the expansion of the Condominium, not later than 180 days after completion of construction, a consolidation **MASTER DEED** and plans showing the Condominium "as built" shall be prepared and recorded by Developer. A copy of the recorded consolidating **MASTER DEED** shall be provided to the Association.
- G. The maximum number of units which may be present after the expansion is 58 units.

- H. Any expansion shall be restricted to the type of condominium unit, size and architectural specifications, as the same appear on EXHIBIT "B", attached hereto, and designated as "need not be built".
- I. Any expansion shall allow the Developer the right to create limited common elements substantially the same as those that exist within any portion of the original Condominium.

ARTICLE IX VIII

AMENDMENTS

This **MASTER DEED** and any EXHIBITS hereto may be amended as provided in the Act in the following manner:

- A. Amendments may be made and recorded by Developer or by the Association without the consent of co-owners or mortgagees if the amendment does not which do not materially alter or change the rights of a co-owner or mortgagee. and is for one or more of the purposes stated in ARTICLE IX C hereof. Any amendment made by the Association must be approved by not less than ONE HALF (1/2) of the co-owners of a simple majority of the number of units in the Condominium (unless a greater majority is specified in the Condominium By-Laws). The Association may make no amendment without the written consent of the Developer as long as the Developer owns any units in the Condominium or has the right to enlarge the Condominium.
- B. Except as otherwise provided herein, The **MASTER DEED, BY-LAWS, and CONDOMINIUM SUBDIVISION PLAN** may be amended by the Developer or the Association, even if the Amendments which will materially alter or change the rights of the a co-owners or mortgagees must be approved by with the consent of not less than TWO-THIRDS (2/3) of the votes of the co-owners and the mortgagees of units in the Condominium (unless a greater majority is specified in the Condominium By-Laws). A mortgagee shall have one vote for each mortgage held. The Association may make no amendment without the written consent of the Developer as long as the Developer owns any units in the condominium or has the right to contract the Condominium.
- C. Notwithstanding any contrary provision of this **MASTER DEED** or the **CONDOMINIUM BY-LAWS** or **CORPORATE BY-LAWS** (but subject to the limitation of ARTICLE IX D), Developer reserves the right to amend materially this **MASTER DEED** or any of its EXHIBITS for any of the following purposes:
 1. To contract the Condominium, to re-define common elements and/or adjust percentages of value in connection therewith, to re-define any converted area to equitably allocate the Association's expenses among the owners and to make any other amendments specifically described and permitted to Developer in any provision of this **MASTER DEED**;
 2. To modify the types and sizes of unsold condominium units and their appurtenant limited common elements and/or percentages of value and to modify the general common elements in the area of unsold units;
 3. to amend the condominium By-Laws, subject to any restrictions on amendments stated therein'
 4. to correct arithmetic errors, typographical errors, survey or play errors, deviations in the construction or any similarly errors in the **MASTER DEED**, Plan or Condominium By-Laws or to correct errors in the boundaries or locations of improvements.

5. To clarify or explain the provisions of the **MASTER DEED** or its **EXHIBITS**;
6. to comply with the Act or rules promulgated thereunder or with any requirements or any governmental or quasi-governmental agency or any financing institution providing mortgages on units on the condominium premises;
7. to make, define or limit easements and/or joint maintenance agreements affecting the condominium premises;
8. to record an “as built” condominium Subdivision Plan and/or consolidation **MASTER DEED** and/or to designate any improvements shown on the Plan as “must be built”, subject to any limitations or obligations imposed by the Act;
9. To terminate or eliminate reference to any right or eliminate any reference to any right which Developer has reserved to itself herein including, without limitation, the right to expand, contract, or convert the Condominium.

The foregoing amendments may be made without the consent of co-owners or mortgages. The rights reserved to Developer herein may not be amended except by or with the consent of the Developer.

- D. **C.** Notwithstanding any other provision of this **ARTICLE IX**, the method or formula used to determine the percentages of value of units in the Condominium, as described in **ARTICLE VI** hereof, and any provisions relating to the ability or terms under which a co-owner may rent a unit, may not be modified without the consent of each affected co-owner and mortgagee. A co-owner’s condominium unit dimensions or appurtenant limited common elements may not be modified without the co-owner’s consent.

ARTICLE X

SALES FACILITIES

The Developer may maintain offices, model units and similar sales facilities in the Condominium. Developer shall pay all costs related to the use of such facilities while owned by Developer and restore the facilities to habitable status upon termination of use.

IN WITNESS WHEREOF, the Developer has caused this **MASTER DEED** to be executed the day and year above written:

IN PRESENCE OF:

L.A.L. Construction Company

Patricia A. Gratsch

BY: _____
Keith A. Lawrence
Its: President

Daniel L. Dankert

State of Michigan
County of Genesee

The foregoing instrument was acknowledged before me, a notary public, in and for said county, this 10th day of September, 1993, by Keith A. Lawrence, President of L.A.L. Construction Company, a Michigan corporation, on behalf of said corporation.

Notary Public
Genesee County, Michigan
My comm. Expires 9/27/93

Prepared by:
TIMOTHY H. KNECHT (P-30377)
Attorney at Law
CLINE, CLINE & GRIFFIN
1000 Mott Foundation Building
Flint, Mi 48502
Telephone: (313) 232-3141

Edited by:
BRIAN K MUNARI

Exhibit A
By-Laws

Exhibit B
Subdivision Plan

Exhibit C
Legal Description of entire Project (Article II)

Exhibit D

Legal Description for the "Must be Built" portion (Article II)
(Fourth Amendment)

Part of the Southwest ¼ of Section 3 and part of the Southeast ¼ of Section 4, Town 3 North, Range 9 East, Waterford Township, Oakland County, Michigan. Described as beginning at a point distant S46°-01'-50"W, 816.60 Feet, S42°-25'-40"E, 50.00 Feet, N46°-01'-50"E, 800.00 Feet, and S42°-25'-40"E, 464.47 Feet from the most Easterly Corner of "Eagle Lake Heights", and running thence, N52°-03'-58"E, 102.53 Feet; Thence N58°-35'-03"E, 126.99 Feet; Thence N65°-16'-40"E, 187.71 Feet; Thence S51°-39'-19"E, 274.30 Feet; Thence N66°-19'-00"W, 108.94 Feet; Thence S47°-39'-20"W, 237.49 Feet; Thence N42°-25'-40"W, 526.86 Feet to the point of beginning. (Sidwell Nos. 13-03-301-046 and 13-03-301-000)

Being part of Oakland County Condominium Plan Number 841.
Containing 221,008.73 Square Feet of 5.08 Acres more or less.

First Amendment

Second Amendment

Third Amendment

Fourth Amendment
Oakland County Condominium Subdivision
Plan Number 841
Harbor Cove Waterford Condominium

This fourth Amendment to the Master Deed is made and executed this 22nd day of October, 1998 by L.a.L. Construction Company, a Michigan Corporation, (Developer), whose address is 2274 West Maple Avenue, Fling, Michigan 48507 and whose phone number is 810-232-2550.

The purposes of and reasons for making this Fourth Amendment to the Master Deed is hereby set fourth as follows:

Developer made and recorded a Condominium Master Deed establishing Harbor Cove Condominium as Oakland County Condominium Plan 841, situated in Waterford Township, which Master Deed was recorded in Liber 14244, Pages 828 through 888, Oakland County Records.

Developer made the First Amendment to Harbor Cove Condominium Master Deed for purposes of changing the name of the Condominium Project to harbor Cove Waterford Condominium and recorded said First Amendment in Liber 14284, Page 517, Oakland County Records.

In Article VIII of the original Master Deed, the Developer established Harbor Cove Waterford Condominium to be an expandable condominium.

Developer made the Second Amendment to Harbor Cove Waterford Condominium Master Deed for the purpose of expanding the condominium by adding three (3) additional buildings, Buildings 3, 4, and 5. Building #3 to include Units 19 through 26, Building #4 to include Units 27 through 34 and Building #5 to include Units 35 through 38, and the land around the buildings. Such expansion shall be known as Phase II of the Condominium Project. Developer redorded said Second Amendment in Liber 16996, Page 522, Oakland County Records.

Additionally in the Second Amendment, Developer wished to clearly delineate Phases I and II of the Condominium Project and to identify design changes in Units 1, 2, 7 and 8, in Phase I, by making certain changes to Exhibit B of the Original Master Deed. Developer recorded said Second Amendment in Liber 16996, page 522, Oakland County Records.

Developer made the Third Amendment to Harbor Cove Waterford Condominium for the purpose of amending Phase II to include only building #3 and #4. Building #3 remains the same. Building #4 will be expanded to a 10 unit building and include Units 27 through 36. Building #5 will be eliminated from Phase II.

Developer now wishes to expand the Condominium to its entirety by adding two (2) additional buildings, Buildings #5 and #6. Building #5 to include units 37 through 45, Building #6 to include units 46 through 54, and the land around the buildings. Such expansion shall be known as Phase III of the Condominium Project.

NOW, THEREFORE, Developer hereby amends Harbor Cove Waterford Condominium as follows:

- 1) Legal Description. The legal description in Article II entitled "Legal Description" and as contained in Exhibit D to the original Master Deed reflect the new legal description of the portion of the Condominium which "Must be Built": (This legal description encompasses the total land on the 54 unit Condominium Project and includes Phases I, II, and III.)

Part of the Southwest ¼ of Section 3 and part of the Southeast ¼ of Section 4, Town 3 North, Range 9 East, Waterford Township, Oakland County, Michigan. Described as beginning at a point distant S46°-01'-50"W, 816.60 Feet, S42°-25'-40"E, 50.00 Feet, N46°-01'-50"E, 800.00 Feet, and S42°-25'-40"E, 464.47 Feet from the most Easterly Corner of "Eagle Lake Heights", and running thence, N52°-03'-58"E, 102.53 Feet; Thence N58°-35'-03"E, 126.99 Feet; Thence N65°-16'-40"E, 187.71 Feet; Thence S51°-39'-19"E, 274.30 Feet; Thence N66°-19'-00"W, 108.94 Feet; Thence S47°-39'-20"W, 237.49 Feet; Thence N42°-25'-40"W, 526.86 Feet to the point of beginning. (Sidwell Nos. 13-03-301-046 and 13-03-301-000)

Being part of Oakland County Condominium Plan Number 841.
Containing 221,008.73 Square Feet of 5.08 Acres more or less.

- 2) Percentage of Value. Article VI(B) sets forth the percentage of value assigned to each unit in the Condominium. To reflect the addition of new units, Article VI(B) is hereby amended as follows to reflect the new percentage value for each unit in the Condominium Project:

The percentage of value assigned to each unit is set forth in this ARTICLE and shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses or the administration (except as provided in ARTICLE IV C above) and the value of such co-owner's vote at meetings of the Association and the undivided interest of the co-owner in the common elements.

The total percentage value of the Condominium is one hundred percent (100%). Individual unit percentage of value shall be as follows:

Schedule of Percentage Value	
Unit Numbers According to Plan	Percentage for Each Unit
Building 1	
1	0.01852
2	0.01852
3	0.01852
4	0.01852
5	0.01852
6	0.01852
7	0.01852
8	0.01852
Building 2	
9	0.01852
10	0.01852
11	0.01852
12	0.01852
13	0.01852
14	0.01852
15	0.01852
16	0.01852
17	0.01852
18	0.01852
Building 3	
19	0.01852
20	0.01852
21	0.01852
22	0.01852
23	0.01852
24	0.01852
25	0.01852
26	0.01852
Building 4	
27	0.01852
28	0.01852
29	0.01852
30	0.01852
31	0.01852
32	0.01852
33	0.01852
34	0.01852
35	0.01852
36	0.01852
Building 5	
37	0.01852

38	0.01852
39	0.01852
40	0.01852
41	0.01852
42	0.01852
43	0.01852
44	0.01852
45	0.01852
Building 6	
46	0.01852
47	0.01852
48	0.01852
49	0.01852
50	0.01852
51	0.01852
52	0.01852
53	0.01852
54	0.01852
Total:	100%

The method used by the Developer to determine the foregoing percentages was to determine that the allocable expenses of maintenance for each unit should be approximately equal after adjustment. The formula used by the Developer was, with minor adjustments, to divide the total percentage value of the Condominium by the number of units developed through the **Thrid Fourth** Amendment.

- 3) There is no expandable area. Phase III completes the 54 Unit Condominium Project to entirety.
- 4) Amendment of Condominium Plan. Sheet numbers 1 through 21 of the Oakland County Condominium Plan number 841, attached as Exhibit “B” to the original Master Deed, are hereby replaced in their entirety with the attached exhibit “B” sheets 1 through 30. Attached hereto and incorporated herein by reference are the new and revised sheets 1 through 30, of the Oakland County Condominium Plan Number 841.

With the exception of the specific amendments made herein, the above described Master Deed for Harbor Cove Waterford Condominium remains unchanged in all other respects.

IN WITNESS WHEREOF, I have signed this Fourth Amendment to Master Deed of Harbor Cove Waterford Condominium as of this 22nd day of October, 1998.

WITNESSES:

DEVELOPER:

L.A.L. Construction Company

Michael Kennedy

BY: _____
Keith A. Lawrence
President

Garth Hunt

State of Michigan
County of Genesee

Subscribed and sworn before me this 22nd day of October, 1998, by Keith A. Lawrence, President of L.A.L. Construction Company.

L.S. Austin-Elliott Notary Public
Genesee County, Michigan
My Commission Expires April 30. 2002

Drafted by:

CLINE, CLINE & GRIFFIN, P.C.
Timothy H. Knecht (P30377)
1000 Mott Foundation Building
Flint, Michigan 48502
810-232-3141

When recorded return to:

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