

RECORDED

MAR 14 11 55 AM '83

STATE OF MICHIGAN

Richard T. Ashaway
REGISTERED DEEDS
BERRIEN COUNTY, MICHIGAN

DEPARTMENT OF COMMERCE

CORPORATION & SECURITIES BUREAU

Pr 11-62-0340-0096-00-

In the Matter of:

File No. 81-164

New Buffalo Harbor, Inc.
903 Main Street
St. Joseph, MI 49085

(Developer)

SOUTHCOVE
Oselka Drive
New Buffalo
Berrien County, Michigan

(Project)

CERTIFICATE OF APPROVAL OF MASTER DEED

A Certificate of Approval of Master Deed for the above referenced condominium project is hereby given to the developer, pursuant to the Michigan Condominium Act, 1978 P.A. 59, as amended.

This Certificate of Approval of Master Deed may not be recorded in the County Register of Deeds Office until all conditions for recordation in the Michigan Condominium Act have been satisfied.

Pr 11-62-0009-0004-07-
Pr 11-62-0340-0433-01-
Pr 11-62-0550-0045-00-

MICHIGAN DEPARTMENT OF COMMERCE

E C Mackey

E. C. Mackey, Director
Corporation & Securities Bureau
6546 Mercantile Way
P. O. Box 30222
Lansing, Michigan 48909

Dated: March 11, 1983
Lansing, Michigan

I HEREBY CERTIFY, That there are no Tax Liens or Taxes held by the State or any individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection. Also except, Deferred Special Assessments, if any, under Act No. 225, Public Acts of 1976, as amended.

Richard T. Ashaway
Treasurer

DATE: MAR 14 1983

Richard T. Ashaway

No. 9543

MASTER DEED

MASTER DEED

SOUTHCOVE

(Act 59, Public Acts of 1978)

This Master Deed is made and executed on the 14th day of March, 19 83, by New Buffalo Harbor, Inc., a Michigan Corporation, hereinafter referred to as "Developer", whose office is situated at 903 Main Street, Saint Joseph, Michigan 49085, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof) to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a condominium project under the provisions of the Act. SOUTHCOVE is a residential and marina condominium project.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish SOUTHCOVE as a condominium project under the Act and does declare that SOUTHCOVE (hereinafter referred to as the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the 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. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as "SOUTHCOVE", Berrien County Condominium Subdivision Plan No. 15. The Condominium Project is established in accordance with the Act. The units contained in the Condominium, including the number, boundaries and dimensions of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each individual unit is for residential and/or marina use and each unit is capable of individual utilization on account of having its own access from and exit to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II
LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as in attached Exhibit "B".

ARTICLE III
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Corporate Bylaws and Rules and Regulations of SOUTHCOVE 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 SOUTHCOVE as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

(a) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978.

(b) "Association" shall mean the nonprofit 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.

(c) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the co-owners and required by Section 53 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 General Corporation Act.

(d) "Association Bylaws" means the corporate Bylaws of SOUTHCOVE ASSOCIATION, the Michigan nonprofit corporation organized to manage, maintain and administer the Condominium Project and are the same as Exhibit "A" hereto.

(e) "Unit" means the enclosed space constituting a residential unit in SOUTHCOVE as such space may be described on Exhibit "B" hereto and also includes a single marina slip "Marina Unit" if and when the developer exercises the reserved right to amend the Master Deed to include "Marina Units." Each shall have the same meaning as the term "condominium unit" as defined in the Act. And will hereafter be referred to as "Marina Unit" or "Residential Unit" (see Developers reservation for commercial use, Article XII 1a).

(f) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

(g) "Condominium Project" means SOUTHCOVE as an approved Condominium Project established in conformity with the provisions of the Act.

(h) "Condominium Subdivision Plan" means Exhibit "B" hereto.

(i) "Co-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 Project. The term "owner", wherever used, shall be synonymous with the term "co-owner."

(j) "Condominium Premises" means and includes the land, all improvements and structures thereon, and all easements, rights, and appurtenances belonging to SOUTHCOVE as described above.

(k) "Common Elements", where used without modification, shall mean both the general and the limited common elements described in Article IV hereof.

(l) "Developer" shall mean New Buffalo Harbor, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

(m) 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 shall also be included to the plural where the same would be appropriate.

ARTICLE IV COMMON ELEMENTS

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

(a) General Common Elements: Except as otherwise set forth on Exhibit "B", general common elements shall mean and include the following:

1. The property and all improvements thereon as shown on Exhibit "B" hereto, except for such improvements as are limited common elements, and except for the individual units;

2. Wiring, plumbing, gas lines, water distribution, sanitary and storm sewer, lighting and other facilities and equipment located on or used in connection with other general common elements; and

3. Land peninsulas and improvements, roadway, parking areas, landscaping, sidewalks, pilings, and supports which are not specifically designated as limited common elements.

(b) Limited Common Elements: Limited common elements, which are identified as such on Exhibit "B" are set aside for the exclusive use of the unit or units designated on Exhibit "B".

Residential Units.

1. The foundations, columns, walls as shown on Exhibit "B" (including windows and doors therein), roofs, ceilings, floor construction, and chimneys as well as the wiring, lighting, gas lines, water distributions, sanitary and storm sewer, plumbing and other facilities and equipment located in or on these limited common areas up to the point of connection with fixtures within any individual unit. Each individual deck, together with railings surrounding same, and where applicable, each boat dock, in the Project is restricted in use to the co-owner whose residential unit opens into or onto such deck or boat dock as shown on Exhibit "B" attached hereto.

2. The interior surface of ceilings, floors and unit perimeter walls, including windows, window frames and doors therein and (where applicable) the interior surface of garage ceilings, floors and perimeter walls including windows and doors therein, shall be subject to the exclusive use and enjoyment of the co-owner of such unit and, if applicable, the garage area pertinent thereto.

(c) The respective responsibilities for the maintenance, decoration, repair, and replacement of the common elements are as follows:

1. The cost of maintenance, repair, and replacement of all general common elements shall be borne by the Association on a percentage of value basis by all unit owners whether marina or residential.

2. The cost and maintenance, repair and replacement of the limited common areas for residential units designated in Article IV (b) (1) is to be borne by the residential unit owners of the Association on a square foot area basis. That is the share of the cost borne by each residential unit is determined by the square feet of living area in each residential unit which is then divided by the total square footage of living area in the residential units in SOUTHCOVE. Each individual unit is therefore expressed as a percentage of the total area and this percentage is used for determining that unit's share of the limited common cost.

3. The cost of the limited common areas in Article IV (b) (2) are to be paid by the co-owner of the unit.

4. No co-owner is permitted to change or modify the general common areas. No co-owner is permitted to change or modify the limited common areas associated with his unit without the prior approval of the Association.

5. No co-owner shall use his unit or the common elements 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.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

(a) Each residential unit in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of SOUTHCOVE as surveyed by Wightman and Associates and attached hereto as Exhibit "B". Each residential unit shall include all that space contained within the horizontal and vertical dimensions indicated in Exhibit "B" hereto and delineated with heavy outlines. Each unit is numerically designated on Exhibit "B" with horizontal and/or vertical dimensions. Each unit shall not include any common elements, whether general or limited, within the boundaries of said unit. Architectural plans on 35 millimeter aperture cards are on file with the Department of Commerce. Each residential unit shall include:

1. The space bounded by the interior surfaces of the ceilings, perimeter walls, windows and doors, the cement floor or flooring, as the case may be.

2. Together with all interior walls and interior doors (excluding the structural components thereof) and the decorated surfaces thereof, including paint, lacquer, varnish, wallpaper, paneling, tile and any other finished material applied to interior walls, doors, floors and ceilings.

3. All ducts, plumbing and electrical systems, and all fixtures, equipment and appurtenances, including heating and air-conditioning systems and control devices, located within the bounds of such unit or which serve only such unit.

4. All gas, electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of such unit or which serve only such unit.

Interior partitions or walls which do not provide structural support may, from time to time, be removed or replaced. In the event a unit co-owner does remove or replace any or all interior partitions or walls, no amendment of this Declaration will be necessary or required.

(b) The percent of the value assigned to each unit is set forth as follows: The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective co-owner (i) in the common elements of the Condominium Project and (ii) in the proceeds and expenses of the administration and value of such co-owner's vote at meetings of the Association of co-owners. The developer has reserved the right to add "marina units" to SOUTH-COVE by a future amendment to the Master Deed. If and when such marina units are added, the percentage of value will be based on the square footage of residential units and one-third (1/3) the value of the square footage for residential units for the square footage of marina units.

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

	<u>PERCENTAGE OF VALUE</u>
1.	1.87
2.	1.87
3.	2.83
4.	1.62
5.	1.62
6.	2.04
7.	2.04
8.	3.56
9.	3.56
10.	2.82
11.	2.04
12.	2.04
13.	3.56
14.	3.56
15.	2.82
16.	2.04
17.	2.04
18.	1.87
19.	1.87
20.	2.82
21.	1.62
22.	1.62
23.	2.04
24.	2.04
25.	4.91
26.	4.91
27.	4.91
28.	4.91
29.	4.91
30.	4.91
31.	4.91
32.	4.91
33.	4.91
TOTAL	100.00

ARTICLE VI
EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of SOUTHCOVE and consisting of 33 units is intended to be the first stage of a multi-stage project to contain in its entirety up to 400 units. The Developer reserves the right to include both "Residential" and "Marina Units" in the up to 400 units. Additional units, if any, will be constructed upon all or some portion of the following described land:

(The area designated as "Proposed Future Development" on page 3 of Exhibit "B".)

The dimensions are generally in accordance with those on page 3 of Exhibit "B", hereinafter referred to as "Proposed Future Development."

The Developer reserves the right to include the following in the Proposed Future Development:

(a) The Developer reserves the right in the Proposed Future Development area to designate and use up to 20% of the first level residential units for retail and commercial purposes. Any unit so designated shall still be considered a "Residential Unit" for percentage of value determination and shall have all rights normally associated therewith.

(b) Marina Units. The limited common elements appurtenant to units adjacent to the dock shall be the dock, mooring posts, and pilings supporting it; that portion of the peninsula covered by the sidewalk/patio and the unit(s) to which it is adjacent; and all electrical wiring, cables, conduits, junction boxes, meters, outlets, plumbing, pipes and other facilities needed to supply telephone service, lighting, water, and electricity to the units on a dock. The docks and any electrical, telephone, lighting or water service on a dock serving only one or two units shall be limited common elements appurtenant to said units, as designated on Exhibit "B". Each unit may have, as a limited common element appurtenant thereto, a storage box furnished by the co-owner, of a size and construction as provided in the Rules and Regulations adopted by the Association.

1. The costs of maintenance, repair and replacement of the limited common areas for the marina units is to be borne by the marina unit owners of the Association on the basis of square foot within each unit. Therefore, the area cost per dock is determined by multiplying the length times the width and comparing the result with the total obtained for all marina units in SOUTHCOVE. The portion of limited cost per marina unit is therefore the percentage relationship the area of the individual unit holds to the total calculated area of all marina units in SOUTHCOVE.

Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years after recording the Master Deed, be increased by the addition to this Condominium of any portion of the future development and the construction of units thereon. The nature, appearance, and location of all such additional units as may be constructed thereon shall be determined by the Developer in its sole judgment and as may be approved by the City of New Buffalo, the County of Berrien, and the Michigan Department of Commerce. Such increase in size of this Condominium Project shall be given effect by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article VII hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The readjustment of percentages of value in any amendment to include additional units would be on the basis of square footage except that marina units will be assigned a square footage value based upon one-third (1/3) the square footage value of the residential units. The precise determination of the readjustments shall be approved by the Michigan Department of Commerce.

Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the comparative value of the various units;

PROVIDED, HOWEVER, that in no such amendment or amendments shall the percentage of value assigned to each unit in Article VII hereof be increased, nor shall the percentage of value assigned to each unit in Article VII hereof be diminished to less than 0.05 percent by such amendment or amendments. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of general or limited common elements as may be necessary to adequately describe and service the additional section or sections being added to the Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any common elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including but not limited to, the connection of roadways and sidewalks that may be located on, or planned for the future development, from the roadways and sidewalks located in the Project. 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, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing units which Developer or its successors may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity or rerecording an entire Master Deed or the Exhibits thereto, and may incorporate by reference all or any pertinent portions of this Master Deed and all the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the section established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said future development as a rental development, a separate condominium project (or projects) or any other form of development.

ARTICLE VII
RECREATIONAL FACILITIES

Recreational Area: The Developer reserves the right to construct tennis court(s), whirlpool spa(s), community building(s), showers, game area(s), and/or swimming pool(s) upon a portion(s) of the land described in Exhibit "B" "Proposed Future Development." It is the intention of the Developer to include the recreational area(s) within the Condominium Project area as a general common element before the completion of the entire project of 400 units. The Developer shall not be obligated to construct such facilities or include the recreational area(s) in the Condominium project. The facilities may be included as part of this initial section or as part of future section(s) of SOUTHCOVE. The Developer, may, in its discretion, include the recreational area(s) in the Condominium Project by

appropriate amendment to this Master Deed at any time prior to the completion of the Condominium Project of 400 units, and shall upon inclusion of all 400 units, or thereabouts, in the Condominium Project also include the recreational area(s) within the Condominium Project. In any such amendment, the Developer may reserve the right on behalf of itself, its successors and assigns, as owners of any other condominium unit in the same Association owned by it, its successors, or assigns, in the land area described in Exhibit "B" to utilize said recreational area(s). The Developer will pay the construction and installation costs. The Association will pay the expenses of repair, maintenance, operation and replacement but not the cost to construction. The Association's monthly fees thereafter will reflect the owners' respective interest and obligation thereto. The expenses of repair, maintenance, operation and replacement shall be deemed to include but not necessarily be limited to, expenses incurred for hazard and liability insurance, personnel required to staff, maintain, and repair said facilities, and supplies incident thereto; real and personal property taxes in connection therewith, and, in general, all expenses reasonably necessary or incident to the operation, maintenance, and repair of said recreational area. 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 as are necessary. In the Developer's discretion, to effectuate the purposes of Exhibit "B" as the same may be approved by the Department of Commerce and all such persons irrevocably.

ARTICLE VIII
EASEMENTS

(a) EASEMENT FOR MAINTENANCE OF ENCROACHMENTS.

In the event any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling, or moving of a common element, or due to 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, units, structure, buildings, and improvements contained therein for the continuing maintenance and repair of common elements and utilities in the Condominium Project.

(b) EASEMENTS RETAINED BY DEVELOPER AND RESTRICTIONS AGAINST CERTAIN ACTIVITIES.

1. Roadway Easements: Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all egress to and from all or any portion of the parcel described in Article II and any other land contiguous to the Condominium Project which may be owned or hereafter acquired by the Developer or its successors or assigns. All expenses of maintenance, repair, replacement, and resurfacing of any road referred to in this Article shall be shared by this condominium and any developed portions of the contiguous land which may be owned or hereafter acquired by the Developer or its successors or assigns whose closest means of access to a public road is over such road or roads. The co-owners of this Condominium Project shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall

be determined by multiplying such expenses times a fraction, the numerator of which is the number of units in this Condominium Project, and the denominator of which is comprised of the number of such units plus all other units in such contiguous land whose closest means of access to a public road is over such road; PROVIDED, HOWEVER, that any adjoining developments sharing such expenses shall do so only in the same proportions as the portion of such roads used hereunder bears to the entire road system in the Condominium Project. The Developer shall also have the right to extend the existing roads in the Condominium Project and install and pave connecting roadways thereto in order to service adjoining developments hereafter constructed and perpetual easements for the continuing use of such additional roadways shall exist in the same manner and for the same purposes and upon the same conditions as the easements established over existing roadways in preceding portions of this paragraph.

2. Utility Easements: Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, and any other land contiguous to the Condominium Project which may be owned or hereafter acquired by the Developer or its successors or assigns, perpetual easements to construct, modify, repair, maintain, utilize, tap, tie into, extend, and enlarge all utility mains located in the Condominium Project including, but not limited to, water, natural gas, storm, and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located on the Condominium premises, it shall be obligated to pay all the expenses reasonably necessary to restore the Condominium premises to their state immediately prior to such utilization, tapping, tying-in, extension, or enlargements; and such restoration shall be made promptly.

(c) Co-owner and Association Easements: In addition to such easements as may be provided by the Condominium Act, the appurtenances to each unit shall include the following easements from each co-owner to the other co-owners and to the Association:

1. Ingress and Egress: Easements through all common elements for ingress and egress except to the extent that ingress and egress through certain limited common elements may be restricted by the provisions of the Condominium Instruments; and an easement for ingress and egress through and/or over any limited common elements to the extent reasonably necessary for access to and from any general common elements.

2. Maintenance, Repair and Replacements: Easements through the unit and the limited and general common elements for inspection, maintenance, repair, and replacement of the limited and general common elements. Such access to the unit shall only be during reasonable hours, except that access may be had at any time in the case of an emergency.

3. Utilities: Easements through the units and the limited and general common elements for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility service to any other unit and the limited and general common elements; PROVIDED, HOWEVER, that any easements through a unit shall only be according to the plans and specifications for the Condominium unless approved in writing by each affected co-owner, and in any event, the party exercising rights in respect of such easement shall be responsible for any damage caused by the exercise thereof.

(d) Easement to Facilitate Sales: Developer reserves (unless waived by Developer or otherwise terminated by law) an easement to facilitate sales, which easement:

1. shall permit Developer's agents, representatives, contractors, employees, customers, and other invitees, to utilize certain of the units for a sales "model" and for a sales office, with any professional manager engaged by the Association having the current right to utilize the same office area for the purposes of managing the Condominium.

2. shall permit Developer's agents, representatives, contractors, employees, customers and other invitees to have access to any of the limited and/or general common elements in the Condominium and any of the units still owned by the Developer for the purpose of facilitating sales of the units by the Developer.

3. There are certain other easements extending to SOUTHCOVE and the adjoining MOORINGS Condominium which are indicated in Exhibit "B" Drawing Number X-1433-2.

ARTICLE IX
AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B") may be amended with the consent of sixty-six and two-thirds percent (66 2/3%) of the co-owners except as hereinafter set forth:

(a) No unit dimensions may be modified without the consent of the co-owner of such unit nor may the nature or extent of limited common elements or the responsibility for maintenance, repair, or replacement thereof be modified without the written consent of the co-owner of any unit to which the same are appurtenant.

(b) Prior to the First Annual Meeting of members of the Association, the Developer may, with the approval of the Michigan Department of Commerce (but without the consent of any co-owner or any other person), amend this Master Deed and the plans attached as Exhibit "B" 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 attached hereto as Exhibit "A" as do not materially affect any rights or any co-owner or mortgagee in the project, including, but not limited to, 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.

(c) The value of the vote of any co-owner and the corresponding proportion of common expenses assessed against such co-owner shall not be modified without the written consent of such co-owner, nor shall the percentage of value assigned to any unit be modified without like consent, except as provided in Article VI.

