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12/28/2016 10:26:05 A.M. RECEIPT# 156049
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

**SEVENTH AMENDMENT TO
MASTER DEED
OF
PINE KNOB MANOR HOMES CONDOMINIUM (ASSOCIATION)**

WHEREAS, PINE KNOB MANOR HOMES CONDOMINIUM ASSOCIATION, is the Michigan non-profit corporation organized to administer, operate, manage and maintain Pine Knob Manor Homes Condominium, a condominium project established pursuant to the Master Deed as recorded in Liber 7293, Pages 889 through 965; and First Amendment to Master Deed recorded in Liber 7661, Pages 393 through 396; and Second Amendment and Replat No. 1 recorded in Liber 8174, Pages 397 through 419; and Third Amendment recorded in Liber 10254, Pages 505 through 564; and Fourth Amendment recorded in Liber 11127, Pages 719 through 724; and Fifth Amendment to Master Deed of Pine Knob Manor Homes Condominium recorded in Liber 42371, Pages 234 through 235; and Sixth Amendment to Master Deed of Pine Knob Manor Homes Condominium recorded in Liber 42371, Pages 290 through 291 Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 245; and,

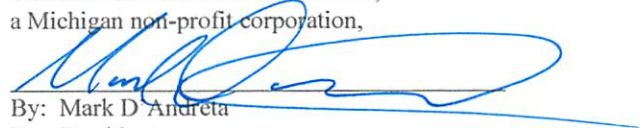
WHEREAS, amendments to the Master Deed and Condominium Bylaws (Exhibit A to the Master Deed) were duly adopted and approved by the membership and first mortgagees on May 31, 2016, together with the ninety (90) day mortgagee ballot return time period following thereafter, in accordance with the requirements of MCL 559.190 and MCL 559.190a.

NOW THEREFORE, the attached Amended and Restated Bylaws (Exhibit A to the Master Deed) supersede and replace the Condominium Bylaws (only for purposes of the listed Articles and/or Sections designated in this Seventh Amendment) that were attached as Exhibit A to the Master Deed and any amendments to that document adopted prior to the date of this Amendment.

In all other respects, other than as hereinabove indicated and included as attachments to this Seventh Amendment, the Amended and Restated Master Deed of Pine Knob Manor Homes Condominium and Condominium Bylaws (Exhibit A to the Master Deed) recorded as aforesaid are hereby ratified, confirmed and redeclared.

08-23-302-000 ent

PINE KNOB MANOR HOMES
CONDOMINIUM ASSOCIATION,
a Michigan non-profit corporation,


By: Mark D. Andreta
Its: President

(78)

Executed: December 13, 2016

O.K. - RC

OK - AB

STATE OF MICHIGAN)

)SS.

COUNTY OF MACOMB)

The foregoing Seventh Amendment to the Master Deed of Pine Knob Manor Homes Condominium Association was acknowledged before me, a Notary Public, on the 13th day of December, 2016, by Mark D'Andreta, known to me to be the President of Pine Knob Manor Homes Condominium Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing Seventh Amendment was duly approved by affirmative vote of the Co-owners of the Association and that he has executed this Seventh Amendment to the Master Deed of Pine Knob Manor Homes Condominium Association as his own free act and deed on behalf of the Association.



Nicole A. Leopold, Notary Public
Commissioned in Macomb County, Michigan
Acting in Macomb County, Michigan
My commission expires: 01-28-2020

Drafted by, and when recorded return to:

Jeffery A. Cojocar (P54758)
Law Offices of Jeffery A. Cojocar, P.C.
8113 Wilson Street
Shelby Township, MI 48316

**AMENDMENT TO THE
SIXTH AMENDED AND RESTATED MASTER DEED**

**PINE KNOB MANOR HOMES
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 245**

This Amended and Restated Master Deed ("Master Deed") is made and executed on this 13th day of December, 2016, by the Pine Knob Manor Homes Condominium Association, a Michigan nonprofit corporation ("Association"), whose address is c/o Quinco Properties, Inc., 15301 E. 12 Mile Road, Roseville, Michigan 48066, which is represented in this Master Deed by Mark D'Andreta, Its President, who is fully empowered and qualified to execute this Master Deed on behalf of the Association, in pursuance of the provisions of the Condominium Act.

The Pine Knob Manor Homes Amended and Restated Master Deed is hereby amended as follows:

SECTION III. COMMON ELEMENTS.

Common Elements and the responsibilities for their maintenance, decoration, repair and replacement are as follows:

A. The General Common Elements are:

1. The land described in Section II. hereof, including driveways and sidewalks and parking spaces not designated as Limited Common Elements.
2. The electrical wiring network through the Condominium Project up to the point of connection with electrical fixtures, including that contained within Unit walls, and the switches and plugs within any Unit.
3. The exterior gas mains and services throughout the Condominium Project up to the point of connection with the gas meters measuring service to any Unit.
4. The telephone wiring network throughout the Condominium Project, including that contained within Unit walls, up to the point of connection with the telephone junction box within any Unit.
5. The plumbing network throughout the Condominium Project including that contained within Unit walls, meters, pipes, sump pumps or other elements for common usage, even though enclosed within the boundaries of a Unit, up to the point of connection with the fixtures within any Unit.
6. The water distribution system, sanitary sewer system and storm drainage system throughout the Condominium Project.
7. Facilities and units, if any, used for maintenance or repair or, used to lodge caretakers or other persons involved in the maintenance or management of the Condominium Project.
8. Such other elements of the Project not herein designated as general or limited common elements which are not enclosed within the boundaries of a Unit and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium Project.

B. The Limited Common Elements are:

1. The interior surfaces of Unit and garage perimeter walls (including interior and exterior surfaces of windows and doors therein), ceilings and floors contained within a Unit which are subject to the exclusive use and enjoyment of the Co-owner of such Unit.
2. The parking spaces adjacent to said garages are limited in use to certain Units as designated on the Condominium Subdivision Plan with numbers that correspond to the Units to which such garages appertain.
3. Each individual courtyard and patio is restricted in use to the Co-owner of the Unit to which it respectively appertains as designated on the Condominium Subdivision Plan with a number that corresponds to such Unit.
4. Each individual porch and balcony which shall be limited in use to the Co-owner of the Unit to which said porch or balcony is appurtenant.

5. Each individual air conditioning compressor and condenser unit and each heating unit shall be limited in use to the Co-owner of the apartment which is served by said air conditioning compressor and/or heating unit.
6. Each individual driveway and sidewalk which shall be limited in use to the Co-owner of the Unit to which said driveway and sidewalk is appurtenant.
7. Each individual chimney shall be limited in use to the Co-owner of the Unit to which such chimney is appurtenant.
8. Foundations, supporting columns, roofs, ceiling, floor construction between Unit Levels and Unit garage perimeter walls.

NOTE: The Association has determined that the use of the chimneys by Co-owners could create a fire hazard and, therefore, the fireplaces and chimneys should be used for decorative purposes, only.

- C. The cost of maintenance, repair, decoration and replacement of all General Common Elements and Limited Common Elements described above shall be borne by the Association, except as follows:
1. The cost of decoration and maintenance, but not repair and replacement (except in case of Co-owner fault, in which event the Co-owner will be responsible for the cost of repair and replacement) of all surfaces referred to above in subsection B, paragraph 1 of this Section III (excluding windows and doors which are covered below in subsection C., paragraph 2 of this Section III) shall be borne by the Co-owner of each Unit to which such surfaces are appurtenant.
 2. The cost of decoration, maintenance, repair and replacement of windows and doors referred to above in paragraph 1, subsection B. of this Section III (including, but not limited to, the interior and exterior surfaces of windows and doors) shall be borne by the Co-owner of each Unit to which such windows and doors are appurtenant.
 3. The cost of maintenance, repair and decoration of each courtyard, patio and/or balcony referred to above in subsection B, paragraph 3 of this Section III. B. shall be borne by the Co-owner served by said courtyard, patio and/or balcony.
 4. The cost of maintenance, repair and replacement of each individual air conditioning compressor and condenser unit and each heating unit referred to above in paragraph 5, subsection B. of this Section III. shall be borne by the Co-owner served by said air conditioning compressor and condenser unit and/or heating unit.
 5. The cost of maintenance, repair and replacement of individual garage and basement floors shall be borne by the Co-owner of the Unit the garage or basement serves.
 6. The cost of maintenance, repair and replacement of each individual chimney shall be borne by the Co-owner whose Unit is served by that chimney.
 7. The cost of maintenance, repair, decoration, and replacement of foundations, supporting columns, roofs, ceilings, floor construction between Unit Levels and Unit garage perimeter walls shall be borne by the Co-owners whose Unit is served by or appurtenant to that foundation, supporting columns, roofs, ceilings, floor construction between Unit Levels and Unit and garage perimeter walls.

All other terms of the Sixth Amendment to the Master Deed of Pine Knob Manor Homes Condominium Association remain.

**AMENDMENT TO THE AMENDED AND RESTATED BYLAWS
(EXHIBIT A TO THE MASTER DEED)**

**PINE KNOB MANOR HOMES
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 245**

The Pine Knob Manor Homes Amended and Restated Bylaws (Exhibit A to the Master Deed) are hereby amended as follows:

**ARTICLE V
RECONSTRUCTION OR REPAIR**

Section 4. **Co-owner Responsibility for Repair.** Regardless of the cause or nature of any such damage or deterioration, including, but not limited to, instances in which the damage or deterioration is incidental to or caused by: (i) a common element for which the Association is responsible to maintain, repair and replace; (ii) the maintenance, repair or replacement of any such common element; (iii) the Co-owner's own actions or any failure of the Co-owner to take appropriate preventive action; or (iv) the malfunction of any appliance, equipment or fixture located within or serving the Unit, the Co-owner of the Unit shall promptly repair or replace the damage or deterioration to his own Unit, or to a limited common element for the repair or replacement of which the Co-owner is responsible, and, except insofar as another Co-owner is responsible for the costs of such repair or replacement, as provided in Article VI, Section 14, below, or as provided in Section 5 of this Article, the Co-owner shall bear all of the costs thereof. The Co-owner's responsibility pursuant to the preceding sentence shall include, but not be limited to: interior walls (but not any Common Elements therein); sanitary (toilet) installations, doors, windows, door walls, storm doors and storm windows, screens and their associated hardware; all appliances, equipment and accessories, whether free-standing or built-in, and their supporting hardware/equipment, including water faucets, water tanks, fixtures, furnaces, gas fireplace equipment, chimney flue, computers, monitors, printers, air conditioners, compressors and pads, water heaters, exhaust fans, sinks, refrigerators, ovens, cook-tops, dishwashers and garbage disposals; all floor coverings, wall coverings, window shades, draperies, cabinets, interior trim, telephones, furniture, lamps, light fixtures, switches, outlets and circuit breakers; and all other internal installations. The Co-owner of a Unit shall promptly repair or replace, and bear all costs thereof, for the damage or deterioration to the foundation, supporting columns, roof, ceilings, floor construction between Unit Levels and Unit and garage perimeter walls. Each Co-owner is responsible for that portion of the foundation, supporting columns, roof, ceilings, floor construction between Unit Levels and Unit and garage perimeter walls appurtenant or assigned to his/her Unit, as a Limited Common Element, pursuant to the boundaries and dimensions of that Co-owner's Unit as described in the Condominium Subdivision Plan. If any such damage or deterioration is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner (or, if there is a mortgagee endorsement, the Co-owner and mortgagee jointly) shall be entitled to receive the proceeds of insurance relative thereto, to be used solely for the necessary repairs, but only in the absence, or after exhaustion of the proceeds of, any Co-owner insurance coverage which is primarily responsible under Article IV, Section 3, above, and in any event the Co-owner shall be responsible for any amount of loss which is within the deductible under the Association's policy. In the event proceeds of insurance carried by the Association are paid to the Co-owner, or to the Co-owner and mortgagee jointly, as provided in the last sentence, the Co-owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds.

All other terms of Article V. Section 4. remain and are redeclared.

**ARTICLE VI
RESTRICTIONS**

Section 14. **Co-owner Maintenance.** Each Co-owner shall maintain his/her Unit and any Limited Common Elements that are appurtenant or assigned thereto for which he/she is responsible to maintain or repair in a safe, clean and sanitary condition, and all major appliances, including, without limitation, furnaces, water heaters, ovens, refrigerators, dishwashers and air conditioning compressors, shall be operable, and operated, in their intended and recommended manner. Thermostats serving any Unit shall be maintained at not lower than sixty degrees (60°) Fahrenheit, and the Co-owner shall implement such other reasonable precautionary maintenance measures with respect to his Unit and the Limited Common Elements appurtenant or assigned to the Unit as the Board of Directors from time to time shall require. Each Co-owner shall maintain his/her Unit and any General or Limited Common Elements that are appurtenant or assigned thereto including, without limitation, the foundation, supporting columns, roof, gutters, ceilings, floor construction between Unit Levels and Unit and garage perimeter walls. Each Co-owner is responsible for that portion of the foundation, supporting columns, roof, gutters, ceilings, floor construction between Unit Levels and Unit and garage perimeter walls appurtenant or assigned to his/her Unit, as a General or Limited Common Element, pursuant to the boundaries and dimensions of that Co-owner(s) Unit as described in the Condominium Subdivision Plan. Each Co-owner agrees to adhere to the following, minimal roof maintenance and specifications when repairs are deemed necessary or otherwise needed under the existing circumstances for purposes of that portion of the General or Limited Common Elements which the Co-owner is responsible for under these Bylaws:

- Strip entire roof down to wood deck one layer;
- Inspect entire roof deck and replace bad or rotten plywood;

- Install Grace Ice and Water Shield to roof eaves at least 6 feet up from the roof edge or higher to meet local building code;
- Grace Ice and Water Shield in all roof valleys. (<https://gcpat.com/construction/en-us/residential-building-materials/Grace-Ice-and-Water-Shield>)
- GAF Deck Armor synthetic roofing underlayment on balance of roof deck (<https://gcpat.com/construction/en-us/residential-building-materials/Grace-Ice-and-Water-Shield>);
- 1 inch copper drip badge to entire perimeter of roof;
- 16 oz. copper w-pan valleys in all valleys;
- 30 # 18 inch cedar shake felt, entire roof;
- # 1 Blue Label Cedar shake Mediums to entire roof;
- Choices for shakes:
 1. Number 1 premium grade Certi-Split 24 inch with 10 inch exposure.
 2. Number 1 Certi-Guard Fire retardant.
 3. Number 1 Certi-Last Pressure Impregnated. (<https://www.cedarbureau.org/pdf2015/CSSB-Specsheets-015.pdf>) (<https://www.cedarbureau.org/manuals/imperial/2015/RFI/RoofManual-0407-i-p4.pdf>)
- Ridge ventilation on areas where ridges exist (<http://www.certainteed.com/products/roofing/residential/ventilation/344450>);
- Cedar ridge cap on all ridges and hips out of the same shingles chosen for roof; and,
- All fasteners will be stainless steel as approved by Cedar bureau for warranty; and,
- These minimal roof maintenance and specification requirements are implemented as of the date that this Amendment to the Association Bylaws is adopted and thereafter recorded, subject to further requirements, modifications, and/or specifications the Board may approve in the future as technology, building improvements and enhancements, governing Code, and/or industry standards may so dictate or otherwise improve.

Maintenance costs for foundations, supporting columns, roofs, gutters, ceilings, floor construction between Unit Levels and Unit and garage perimeter walls located in-between the bounds of two or more Units, pursuant to the boundaries and dimensions as stated in the Condominium Subdivision Plan, will be the responsibility of the Co-owners of the Units served and appurtenant to that foundation, supporting column, roof, gutter, ceiling, floor construction between Unit Levels and Unit and garage perimeter wall.

In the event that a Co-owner fails to properly maintain, repair or replace an item for which he or she has maintenance, repair and/or replacement responsibility under the terms of the Master Deed, these Bylaws or any other condominium document, the Association may, in the sole discretion of the Board and at its option, perform any such maintenance, repair and replacement following the giving of three (3) days written notice thereof to the responsible Co-owner of its intent to do so (except in the case of an emergency repair with which the Association may proceed without prior notice) and assess the costs thereof to the Co-owner as provided in Section 17 below. This right of the Association to perform such maintenance, repair and replacement shall not be deemed an obligation of the Association, but, rather, is in the sole discretion of the Board. Each Co-owner shall also use due care to avoid damaging any other Unit or the Common Elements including, but not limited to, the telephone, water, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from the improper or insufficient performance of any of the Co-owner's maintenance or repair responsibilities (including, with, or from any misuse of a Unit or the common element by the Co-owner, or his family, guests, tenants, land contract purchasers, agents or invitees, unless such damages or costs are covered by insurance carried by the Association and the Association's coverage is primary coverage, in which case the Co-owner's responsibility shall be limited to the amount payable under any coverage carried by the Co-owner which is primary coverage plus, if full reimbursement to the Association is excluded by virtue of a deductible provision, the deductible amount under the Association's insurance coverage). Any such costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II above. The Co-owners shall have the responsibility to report to the Association any common element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

This Amendment supersedes any conflicting provisions of any prior document. All other terms of the Amendment and Restated Bylaws of Pine Knob Manor Home Condominiums remain.

