

AMENDED AND RESTATED MASTER DEED OF PINE KNOB MANOR HOMES III

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**AMENDED AND RESTATED MASTER DEED OF PINE KNOB MANOR HOMES III
(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 517**

This Amended and Restated Master Deed of Pine Knob Manor Homes III is made and executed this ____ day of _____, 2016, by Pine Knob Manor Homes III Association, a Michigan nonprofit corporation (the "Association"), represented herein by _____, the President of the Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Condominium Act."

The Association desires by recording this Amended and Restated Master Deed to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act. The original Master Deed for Pine Knob Manor Homes III, recorded in Liber 10192, Pages 436 et seq., along with the First Amendment thereto recorded in Liber 10740, Pages 809 et seq., the Second Amendment thereto recorded in Liber 11027, Pages 204 et seq., the Third Amendment thereto recorded in Liber 15422, Pages 156 et seq., the Fourth Amendment thereto recorded in Liber 15870, Pages 608 et seq., and the Fifth Amendment thereto recorded in Liber 24294, Pages 693 et seq., Oakland County Records, are superseded hereby (except for the Condominium Subdivision Plan attached to the original Master Deed as Exhibit B and subsequently amended by Replat Nos. 1 and 2).

NOW THEREFORE, the Association does, upon the recording of this Amended and Restated Master Deed, reaffirm the establishment of Pine Knob Manor Homes III as a Condominium under the Condominium Act and does declare that Pine Knob Manor Homes III (hereinafter referred to as the "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 the Condominium Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Master Deed and Exhibits A and B applicable hereto, all of which shall be deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

**ARTICLE I
TITLE AND NATURE**

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as Pine Knob Manor Homes III, Oakland County Condominium Subdivision Plan No. 517. The Condominium is established in accordance with the Condominium Act. The Condominium consists of 49 Units, numbered 1 through 22, inclusive, and 24 through 50, inclusive.

Section 2. Units and Co-owner Rights of Access to Common Elements. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit, are set forth completely in the Condominium Subdivision Plan applicable to this Amended and Restated Master Deed as Exhibit "B". Each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium. Each Co-owner shall have an exclusive right to their Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium as are designated by this Amended and Restated Master Deed.

Section 3. Voting. Co-owners shall have voting rights in Pine Knob Manor Homes III Association as set forth herein, in the Amended and Restated Condominium Bylaws and Articles of Incorporation of the Association.

**ARTICLE II
LEGAL DESCRIPTION**

The land that comprises the Condominium covered by this Amended and Restated Master Deed is particularly described as follows:

Land located in the Township of Independence, Oakland County, Michigan, described as:

A part of the East ½ of Section 22, Town 4 North, Range 9 East, and a part of the West ½ of Section 23, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, being more particularly described as beginning at a point which is North 00°00'03" East, 52.65 feet; thence South 89°14'22" West, 164.69 feet; thence South 00°45'38" East, 182.97 feet; thence 99.78 feet along the arc of a curve to the right (radius 282.41 feet, central angle 20°14'36", chord bears South 09°21'40" West, 99.26 feet); thence North 86°58'00" West, 670.82 feet; thence due South 180.00 feet; thence South 64°40'25" West, 80.00 feet; thence North 67°11'51" West, 438.87 feet; thence North 84°03'42" West, 161.08 feet; thence North 58°28'23" West, 483.72 feet; thence South 16°58'24" West, 91.02 feet; thence North 82°18'52" West, 251.30 feet from the center of said Section 23, Town 4 North, Range 9 East; thence South 22°10'35" East, along the West line of Pine Knob Manor Homes II, 145.10 feet and South 05°16'02" West, 200.34 feet to the North line of Bristol Parke Drive (Private), 40.00 feet wide; thence 78.56 feet along the arc of a curve to the right and said North line (radius 981.00 feet, central angle 04°35'18", chord bears North 88°00'16" West, 78.54 feet), and North 85°42'37" West, 75.28 feet, and 158.39 feet along the arc of a

curve to the left (radius 619.00 feet, central angle 14°57'33", chord bears South 86°57'33" West, 157.96 feet), and South 79°37'43" West, 40.13 feet, and 149.25 feet along the arc of a curve to the left (radius 619.00 feet, central angle 13°48'54", chord bears South 72°43'17" West, 148.89 feet), and South 65°48'50" West, 68.54 feet to the East line of Royal Saint George (Private), 40.00 feet wide; thence 15.82 feet along the arc of a curve to the right and said East line (radius 420.00 feet, central angle 02°09'32", chord bears North 22°39'39" West, 15.82 feet), and North 23°54'55" West, 179.42 feet, and 64.36 feet along the arc of a curve to the right (radius 205.00 feet, central angle 17°59'21", chord bears North 14°55'11" West, 64.10 feet), and 80.48 feet along the arc of a curve to the right (radius 295.97 feet, central angle 15°34'46", chord bears North 00°58'37" West, 80.23 feet), and 62.93 feet along the arc of a curve to the right (radius 92.83 feet, central angle 38°50'35", chord bears North 26°14'08" East, 61.73 feet), and North 45°39'26" East 65.84 feet, and 235.82 feet along the arc of a curve to the right (radius 231.00 feet, central angle 58°29'30", chord bears North 74°54'11" East, 225.71 feet), and South 75°51'04" East, 175.86 feet, and 64.87 feet along the arc of a curve to the left (radius 610.48 feet, central angle 06°05'19", chord bears South 78°53'39" East, 64.84 feet); thence South 82°18'52" East, 90.18 feet to the point of beginning, together with a part of the West ½ of Section 23, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, being more particularly described as beginning at a point which is North 00°00'03" East, 52.65 feet; thence South 89°14'22" West, 164.69 feet; thence South 00°45'38" East, 182.97 feet; thence 99.78 feet along the arc of a curve to the right (radius 282.41 feet, central angle 20°14'36", chord bears South 09°21'40" West, 99.26 feet); thence North 86°58'00" West, 670.82 feet; thence due South, 180.00 feet; thence South 64°40'25" West, 80.00 feet; thence North 67°11'51" West, 330.51 feet from the center of said Section 23, Town 4 North, Range 9 East; thence South 22°48'09" West, 167.58 feet to a point on the North line of Bristol Parke Drive (Private), 40.00 feet wide; thence along said North line, 125.69 feet along the arc of a curve to the left (radius 619.00 feet, central angle 11°38'01", chord bears North 81°00'14" West, 125.47 feet), and North 86°49'14" West, 60.18 feet, and 97.30 feet along the arc of a curve to the left (radius 1019.00 feet, central angle 05°28'15", chord bears North 89°33'22" West, 97.26 feet), and South 87°42'30" West, 6.71 feet, and 168.84 feet along the arc of a curve to the right (radius 581.00 feet, central angle 16°39'02", chord bears North 83°57'59" West, 168.25 feet), and North 75°38'28" West, 25.82 feet, and 224.18 feet along the arc of a curve to the left (radius 1019.00 feet, central angle 12°36'18", chord bears North 81°56'40" West, 223.73 feet); thence North 01°45'14" East, along the East line of Pine Knob Manor Homes II, 43.45 feet, and North 41°21'49" East, 147.93 feet, and North 12°07'38" West, 149.02 feet; thence North 16°58'24" East, 91.02 feet; thence South 58°28'23" East, 483.72 feet, and South 84°03'42" East, 161.08 feet; thence South 67°11'51" East, 108.36 feet to the point of beginning, subject to all other easements, restrictions or rights-of-way of record or otherwise and all governmental limitations. Also subject to certain easements and obligations for support thereof, more particularly set forth in the Master Deed of Pine Knob Manor Homes recorded in Liber 7298, Pages

889 through 965, Oakland County Records, and the Master Deed of Pine Knob Manor Homes II recorded in Liber 7922, Pages 113 through 146, Oakland County Records, as amended. Together with and subject to access easements set forth in a certain Declaration of Easement recorded in Liber 10192, Pages 415 through 429, Oakland County Records and a certain Easement recorded in Liber 10192, Pages 424 through 432, Oakland County Records.

ARTICLE III DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Amended and Restated Master Deed and Exhibits A and B, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Rules and Regulations of Pine Knob Manor Homes III Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment or transfer of interests in Pine Knob Manor Homes III. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Amended and Restated Master Deed or its exhibits conflicts with any provision of the Condominium Act, or if any provision required by the Condominium Act is omitted, then the provisions of the Condominium Act are incorporated herein by reference and shall supersede and cancel any conflicting provision.

B. "Amended and Restated Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners.

C. "Amended and Restated Master Deed" means this document and to which the Amended and Restated Condominium Bylaws are attached as Exhibit A and the Condominium Subdivision Plan is made applicable as Exhibit B.

D. "Association" or "Association of Co-owners" means Pine Knob Manor Homes III Association, a nonprofit corporation organized under Michigan law of which all Co-owners are members, which corporation shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. 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 Michigan law.

E. "Association Bylaws" or "Corporate Bylaws" refers to those portions of the Amended and Restated Condominium Bylaws of Pine Knob Manor Homes III pertaining to the operation of the Association as a Michigan nonprofit corporation.

F. "Common Elements" where used without modification means both the General and Limited Common Elements described in Article IV of this Amended and Restated Master Deed, and does not refer to Units or improvements located within Units unless otherwise set forth herein.

G. "Condominium Documents" means and includes this Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws, the Condominium Subdivision Plan, the Articles of Incorporation for the Association and the Rules and Regulations, if any, of the Association.

H. "Condominium" means Pine Knob Manor Homes III as a Condominium established in conformity with the provisions of the Condominium Act.

I. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the original Master Deed as Exhibit B and subsequently amended by Replat Nos. 1 and 2, which are hereby incorporated and made applicable by reference.

J. "Co-owner" means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination of the foregoing who or which owns one or more Units. Both land contract vendees and vendors shall be considered Co-owners and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Condominium Act.

K. "Developer" refers to Pine Knob Manor Homes Associates III, a Michigan corporation, which made and executed the original Master Deed, and its successors and assigns.

L. "Percentage of Value" means the percentage assigned to each Unit in Article VI of this Amended and Restated Master Deed. The percentages of value of all Units shall total one hundred percent (100%). Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Condominium Act.

M. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination of the foregoing.

N. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

O. "Residence" means the residential dwelling and its appurtenances constructed within the confines of each Unit.

P. "Unit" means a single complete Unit in Pine Knob Manor Homes III, as such may be described in Article VI of this Amended and Restated Master Deed and on the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Condominium Act. All structures or improvements located within the boundaries of a Unit, except those within Easements, if any, are owned in their entirety by the Co-owner of the Unit within which such structures and improvements are located and do not, unless otherwise expressly provided for in the Condominium Documents, constitute Common Elements.

Section 2. Number and Gender of Words. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

**ARTICLE IV
COMMON ELEMENTS**

Section 1. Common Elements. The Common Elements of the Condominium are described in the Condominium Subdivision Plan and as follows:

A. General Common Elements. The General Common Elements are:

(1) Land. The land described in Article II hereof, including all beneficial easements, all to the extent not designated as Limited Common Elements;

(2) Electrical. The electrical transmission mains throughout the Condominium up to the point of lateral connection for Unit service, together with common lighting for the Condominium;

(3) Telephone. The telephone transmission mains throughout the Condominium up wiring network throughout the Condominium up to the point of lateral connection for Unit service;

(4) Gas. The gas distribution mains throughout the Condominium, up to the point of lateral connection for Unit service;

(5) Water. The water distribution mains throughout the Condominium, up to the point of lateral connection for Unit service;

(6) Sanitary Sewer. The sanitary sewer mains throughout the Condominium, up to the point of lateral connection for Unit service;

(7) Storm Sewer. The storm sewer system throughout the Condominium;

(8) Sprinkler System. The general sprinkler system utilized to irrigate General Common Element areas within the Condominium;

(9) Telecommunications. The telecommunications system throughout the Condominium, up to but not including the point of connection with equipment within any Unit;

(10) Drainage Easements. Any and all drainage easements benefiting the Condominium;

(11) Other. All other elements and improvements contained within or appurtenant to the Condominium, which are 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 are necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is

providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any.

B. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(1) Adjacent Areas. The areas adjacent to each Unit as shown on the Condominium Subdivision Plan are limited in use to the Co-owner of such Unit;

(2) Individual Sprinkler Systems. Each individual sprinkler system installed to irrigate landscaped areas appurtenant to each Unit are Limited Common Elements appurtenant to the Unit they serve.

(3) Mailboxes. Each mailbox is a Limited Common Element appurtenant to the Unit it serves;

(4) Utilities. The electrical, telephone, gas, sanitary sewer and water laterals that may be located outside the boundaries of the Unit they serve are Limited Common Elements appurtenant to the Unit they serve;

(5) Driveway Approaches. The driveway approaches that may be located outside the boundaries of the Unit they serve are Limited Common Elements appurtenant to the Unit they serve; and

(6) Other. Such other elements of the Project not designated as a General Common Elements and not located within the perimeter of the Unit serviced thereby, which are appurtenant to and/or benefit one or more Units, though less than the entire Condominium.

Section 2. Responsibility for Unit and Common Elements. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all General Common Elements, Units and appurtenant Limited Common Elements, as set out herein and in the relevant sections of Article VI of the Amended and Restated Condominium Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

A. Co-owner Responsibilities:

(1) Unit, Residences and Limited Common Elements. Except as provided in Section 2B below, the primary responsibility for maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including the entire Residence and all landscaping, fixtures and improvements located therein and all personal property located therein or elsewhere throughout the Condominium, and the Limited Common Elements appurtenant thereto including any portions drives, mailboxes or utility laterals that serve the Unit but are located outside of the Unit shall be borne by the Co-owner of the Unit that is served thereby. Each Co-owner shall operate their irrigation system sufficiently to cause the landscaped

areas lying within their Unit and appurtenant Limited Common Element areas to be maintained in a good, healthy condition and in accordance with such standards as shall be determined by the Association.

(2) Utility Charges. All costs of electricity, water, sewer, gas, telephone, cable TV, and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. The Association will be responsible for all utilities servicing General Common Elements as expenses of administration.

(3) Co-owner Additions, Modifications. Co-owner improvements, additions or modifications, even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Condominium which necessitates the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner. A Co-owner shall refrain from altering, replacing, removing, painting, decorating or changing the exterior of their Residences and appurtenant Limited Common Elements to the such changes are visible from any other Unit or the Common Elements without first obtaining the Association's prior written consent pursuant to Article VI of the Amended and Restated Condominium Bylaws.

(4) Co-owner Fault. Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, tenants or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Amended and Restated Condominium Bylaws.

(5) Repair to Association Specifications. All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Amended and Restated Condominium Bylaws shall be performed subject to the Association's mandatory prior approval and control with respect to color, style, timing, material and appearance, which approval must be in writing. Further, all maintenance, repair and replacement shall be performed in compliance with all applicable municipal, State and federal codes and regulations.

B. Association Responsibilities:

(1) General Common Elements. Except as otherwise assigned to Co-owners in Section 2A above, the Association shall maintain, repair, and replace all General Common Elements and the expenses thereof shall be paid by the Association as an expense of administration.

(2) Association Responsibility for Portions of Units, Residences and Limited Common Elements.

(a) Residence Exteriors. The responsibility for and the costs of maintaining, including painting, Residence exteriors shall be borne by the Co-owner of the Unit but shall be performed at such times and with such materials and by such contractors as the

Association shall determine or approve from time to time. The Association may obtain bid proposals for exterior painting and staining of Residences as it may deem necessary. Each Co-owner may either (i) acquiesce in the required painting and staining being done by the contractor and at the bid price so determined and shall pay the costs thereof directly to the contractor promptly after invoicing or (ii) cause the work to be performed in some other manner with the Association's prior written approval. Failure of a Co-owner to authorize or cause the necessary work to be done in such time period as may be determined by the Association shall entitle the Association to cause the work to be performed. Any costs arising hereunder and which are not paid by the responsible Co-owner shall be deemed an assessment and shall be collected in the manner set forth in Article II of the Condominium Bylaws.

(b) Landscaping. The Association shall be responsible for maintenance, repair and replacement of the lawn within the Condominium whether lying within General Common Elements, Limited Common Elements or Units, except for lawns within areas containing decks, patios, privacy areas or other improvements that, in the sole discretion of the Association, are determined to be inaccessible to the landscaping maintenance of the Association or its employees or contractors.

(c) Roads, Driveways and Sidewalks. The Association shall be responsible for snow plowing the roads, driveways, and sidewalks located from the driveways to the front entrance of the Residences.

(d) Other. In order to provide flexibility in administering the Condominium, the Association may also undertake such regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to Residences or other improvements constructed or installed within any Unit or Limited Common Elements as it shall deem appropriate (including, for instance, mailbox maintenance). Nothing herein contained, however, shall compel the Association to undertake any such additional services. The Association shall charge the cost of such additional services to each affected Co-owner as an assessment on a reasonably uniform basis and such assessment collected in accordance with Article II of the Condominium Bylaws.

(3) Unauthorized Repair. The Association shall not be obligated to reimburse Co-owners for repairs made by or contracted for by the Co-owner. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

C. Unusual Expenses. Any other unusual common expenses benefiting less than all of the Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium, or by their licensees or invitees, shall be specifically assessed against the Unit or Units involved in accordance with Section 69 of the Condominium Act.

ARTICLE V USE OF UNITS AND COMMON ELEMENTS

No Co-owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, zoning and other

ordinances of the Township of Independence, State and Federal laws and regulations, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Unit Description. Each Unit is described in this Section with reference to the Condominium Subdivision Plan of Pine Knob Manor Homes III as prepared by Nowak & Fraus. Each Unit shall consist of the space contained within Unit boundaries as shown on the Condominium Subdivision Plan and delineated with heavy outlines, together with all appurtenances thereto. All Residences shall be constructed within Unit boundaries unless expressly approved otherwise in writing by the Association. The vertical boundaries of the Units may vary from time to time to accommodate changes in grade elevations. Accordingly, the Association shall have the right, in its sole discretion, to modify the Condominium Subdivision Plan to depict actual ground elevations and Unit boundaries.

Section 2. Calculation of Percentage of Value. The percentage of value assigned to each Unit is set forth in this Paragraph. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each Co-owner in the common proceeds and common expenses of administration (subject to the assignment of costs and expenses as reflected in Article IV of this Amended and Restated Master Deed and Article II of the Condominium Bylaws) and the value of such Co-owner's vote at meetings of the Association and the undivided interests of the Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred percent (100%). The Developer determined that the comparative characteristics of the Units are equal and that the percentages of value shall be based upon a formula which divides one hundred percent (100%) by the number of Units.

ARTICLE VII EASEMENTS

Section 1. Easements for Encroachment, Utilities and Support.

A. In the event any Unit encroaches upon a Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment shall exist, except to the extent limited by Section 40 of the Condominium Act.

B. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium.

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant easements over or through any portion of any General Common Elements for utility, roadway, construction or safety purposes.

Section 3. Association's Easement for Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain their Unit, Residence or Common Elements for which the Co-owner is responsible in a proper manner and in accordance with the standards set forth in the Condominium Documents. Therefore, in the event a Co-owner fails, as required by the Condominium Documents, to properly and adequately maintain, decorate, repair, replace or otherwise keep their Unit, Residence or any improvements or appurtenances located therein, or any Common Elements for which the Co-owner is responsible, the Association shall have the right (but not the obligation) and all necessary easements, to take whatever actions it deems desirable to so maintain, decorate, repair or replace the Unit, Residence, its appurtenances or any of the Common Elements for which the Co-owner is responsible, all at the expense of the Co-owner of the Unit; provided, however, that the Association shall only be entitled to enter a Residence in the event of circumstances that are life endangering or that threaten substantial damage to property. The Association shall not be liable to the Co-owner of any Unit or any other person in trespass or in any other form of action for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any Co-owner responsibilities as set forth in this Section shall be assessed against such Co-owner in accordance with Article II of the Amended and Restated Condominium Bylaws and shall be immediately due and payable. Further, the lien for nonpayment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors, shall have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively, "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing the same or sharing periodic subscriber service fees, shall be receipts of administration of the Condominium within the meaning of the Condominium Act and shall be paid over to and shall be the property of the Association.

Section 5. Emergency and Public Service Vehicle Access Easements. There shall exist for the benefit of the Township of Independence or any emergency service agency, an easement over all roads and driveways in the Condominium for use by the Township or emergency vehicles for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school transportation (both public and private), and other lawful governmental or private emergency services to the Condominium and Co-owners. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

Section 6. Declaration of Easement; Consolidating and Superseding Declaration of Easements, Covenants and Restrictions for Royal St. George Roadway. The Condominium is benefited by and subject to certain easements and obligations as set forth in the Declaration of Easement recorded in Liber 10192 (the "Bristol Parke Declaration"). Under the Bristol Parke Declaration, the co-owners of condominium units in Pine Knob Manor and Pine Knob Manor II have an easement over Bristol Parke Road for ingress and egress to Royal St. George Roadway and those co-owners are responsible for paying a proportionate share of the expenses of maintenance, repair and replacement of Bristol Parke Road. The Condominium is also benefited by and subject to certain easements and obligations as set forth in the Consolidating and Superseding Declaration of Easements, Covenants and Restrictions for Royal St. George Roadway recorded in Liber 15961, Pages 425 et seq. (the "Royal St. George Roadway Consolidating and Superseding Declaration"). Under the Royal St. George Roadway Consolidating and Superseding Declaration, Co-owners have an easement over Royal St. George for ingress and egress to Waldon Road and are responsible for paying a proportionate share of the expenses of maintenance, repair and replacement of Royal St. George.

ARTICLE VIII AMENDMENTS

This Amended and Restated Master Deed, the Amended and Restated Condominium Bylaws and the Condominium Subdivision Plan may be amended as provided in the Condominium Act and in the following manner:

Section 1. Co-owner Approval. Except as otherwise provided herein and subject to Section 2 below, the Association may make and record amendments to this Amended and Restated Master Deed, the Condominium Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds (2/3^{rds}) of the Co-owners entitled to vote as of the record date for such vote which shall be the date that the acceptance of votes ends unless otherwise established by the Board of Directors.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees (as defined in Section 90a(9) of the Condominium Act), such amendment shall require the consent of not less than two-thirds (2/3^{rds}) of all first mortgagees of record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Condominium Act.

Section 3. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article, the method or formula used to determine the percentages of value of Units, as described in Article VI of this Amended and Restated Master Deed, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Condominium Act, as amended. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 51 of the Condominium Act. Common Elements can be assigned and reassigned only in accordance with Section 39 of the Condominium Act. Units may be consolidated and boundaries relocated as provided in Section 48 of the Condominium Act.

Section 4. Amendments for Secondary Mortgage Market Purposes. The Association may amend this Amended and Restated Master Deed or the Amended and Restated Condominium Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of Co-owners or mortgagees.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has caused this Amended and Restated Master Deed to be executed the day and year first above written

Pine Knob Manor Homes III Association, a Michigan Nonprofit Corporation

By: _____
Name: _____
Title: President

STATE OF MICHIGAN)
) ss:
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____, the President of Pine Knob Manor Homes III Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires:

Document drafted by and when recorded return to:
Stephen M. Guerra, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334