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LIBER 52533 PAGE 808
\$26.00 MISC RECORDING
\$4.00 REMUNERATION
01/25/2019 11:39:06 A.M. RECEIPT# 9124
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

FIRST AMENDMENT TO MASTER DEED
PINE VISTA

This First Amendment to Master Deed ("Amendment") is made on January 22, 2019 by Pulte Homes of Michigan LLC, a Michigan limited liability company ("Developer"), whose address is 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, Michigan 48304, pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Act").

RECITALS

A. Developer established Pine Vista, Oakland County Condominium Subdivision Plan No. 2251 ("Condominium"), by recording a Master Deed, Bylaws and Condominium Subdivision Plan on October 15, 2018, in Liber 52269, Page 195, Oakland County Records.

B. Developer has reserved the right pursuant to Article 7 of the Master Deed to amend the Master Deed.

C. Developer desires to amend the Master Deed and Bylaws to clarify certain maintenance requirements for the Condominium.

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AMENDMENT

The Master Deed and Bylaws are amended as follows:

1. **Amendment to Article 4 of the Master Deed.** Section 4.2 of the Master Deed is hereby deleted and replaced with the following, in order to clarify that irrigation and lawn sprinkler systems are Limited Common Elements:

"Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owners of the Units to which the Limited Common Elements are appurtenant. Other than building foundations, driveways and walks serving Units and dwellings, as well as the irrigation and lawn sprinkler systems connected to each Unit, there are currently no Limited Common Elements in the Project. Developer reserves the rights to add Limited Common Elements by amendment to the Master Deed pursuant to Article 7 below."

2. **Amendment to Article 4 of the Master Deed.** Section 4.2 of the Master Deed is hereby amended to add new Section 4.2.1, which states as follows:

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“Section 4.2.1 Irrigation and Lawn Sprinkler Maintenance. The irrigation and lawn sprinkler systems connected to each Unit shall be limited in use to the Co-Owner of the Unit to which they connect. Each Co-Owner shall be responsible for the costs to repair, maintain and replace the irrigation and lawn sprinkler systems connected to each Co-Owner’s Unit.”

3. **Amendment to Article 4 the Master Deed.** Section 4.3.1 of the Master Deed is hereby amended to add new Section 4.3.1.3, which states as follows:

“Section 4.3.1.3. Each Co-Owner shall be responsible for the cost of utilities, such as water and electrical charges, serving such Co-Owner’s Unit in relation to the irrigation and lawn sprinkler systems connected to and serving each Co-Owner’s Unit. The utility costs associated with each irrigation and lawn sprinkler system shall be billed separately to each Unit Owner by the applicable utility company.”

4. **Amendment by Bylaws.** Article 6 of the Bylaws. Article 6 of the Bylaws is hereby amended to add a new Section 6.51, which states as follows:

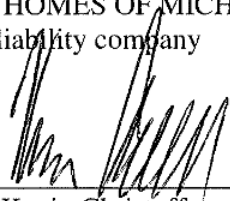
“Section 6.51 Irrigation and Maintenance of Landscaping and Grass. Each Co-Owner shall be responsible for maintenance of the portion of the lawn, grass and landscaping which is serviced by the irrigation and sprinkler system connected to each Co-Owner’s Unit and is a Limited Common Element as described in Article 4 of the Master Deed. Further, each Co-Owner shall cause the irrigation and lawn sprinkler systems described in Article 4 of the Master Deed to be utilized not less than two (2) times per week for the duration of time necessary and appropriate for proper maintenance of the lawn, grass and landscaping covered by the specific Co-Owners irrigation and lawn sprinkler system. In the event that use of the irrigation and sprinkler system two (2) times per week is not sufficient for the appropriate upkeep of the lawn, grass and landscaping, each Co-Owner shall increase the frequency in which its utilizes the irrigation and sprinkler systems in order to upkeep proper maintenance and watering of the lawn, grass and landscaping. However irrigation is not required if water use limits are imposed by the local municipality due to drought conditions or other events.

5. **Effect of Amendment.** The Master Deed and Bylaws as amended by this Amendment continue in full force and effect. The terms of this Amendment supersede any contrary provisions in the Master Deed and Bylaws. Capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Master Deed.

[signatures on following page]

DEVELOPER


PULTE HOMES OF MICHIGAN LLC, a Michigan limited liability company

By: 
Kevin Christofferson
Its: Vice President of Finance

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

Acknowledged before me on January 22, 2019 by Kevin Christofferson, Vice President of Finance of Pulte Homes of Michigan LLC, a Michigan limited liability company, on behalf of the company.

DEBORAH ALTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 03, 2023
Acting in the County of Oakland


Deborah Altman, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: July 3, 2023

**PREPARED BY AND WHEN
RECORDED RETURN TO:**
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