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LISA BROWN, CLERK/REGISTER OF DEEDS

SECOND AMENDMENT TO MASTER DEED
PINE VISTA

This Second Amendment to Master Deed ("Amendment") is made on October 30, 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, as amended by First Amendment to Master Deed recorded on January 25, 2019 in Liber 52533, Page 808, Oakland County Records (collectively, the "Master Deed").

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

C. Developer desires to amend the Master Deed and Bylaws, which are attached as Exhibit A to the Master Deed to clarify certain provisions regarding the budget and assessments and to clarify language regarding Veterans Affairs financing.

AMENDMENT

The Master Deed and Bylaws are amended as follows:

1. **Budget; Assessments.** Article 2 of the Bylaws, attached as Exhibit A to the Master Deed is amended to replace Sections 2.2.1 through 2.7, inclusive, and replace those sections with the following new Sections 2.2.1 through 2.7.5, inclusive:

"2.2.1 **Budget and General Assessments.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly, annual, or other periodic assessment payments as determined by the Board of Directors, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a

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noncumulative basis. Each Co-Owner shall be subject to charges and assessments as may be required to maintain such minimum reserve fund. Under the Act, and rules promulgated under the Act, until the Transitional Control Date, Developer has no obligation to contribute to, or otherwise fund the reserve fund separate from its obligation to pay its proportionate share of costs as set forth in Section 2.7.2 below. In addition, at the closing of a Co-Owner's purchase of a Unit from the Developer, such Co-Owner shall pay to the Association (a) a prorated portion of the annual assessment due for the Unit for the remainder of the year, and (b) an additional one-time amount equal to one year of annual assessments as an initial capital contribution to fund the Association's working capital contributed by Co-Owners at Unit closings ("working capital"). Working capital is separate from the reserve fund and shall be used to cover all expenses required for proper operation, management and maintenance of the Condominium. Working capital is to be used consistent with good project management and accounting practices and need not be maintained intact at all times. The Association may also charge a new home administration fee. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-Owner and the periodic assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-Owner shall not affect or in any way diminish the liability of any Co-Owner for any existing or future periodic assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the periodic assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, to provide replacements of existing Common Elements, to provide additions to the Common Elements not exceeding Ten Thousand (\$10,000) Dollars or that an event of emergency exists, the Board of Directors shall have the authority to increase the general periodic assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-Owner or Mortgagee consent, to levy assessments pursuant to the provisions of Article 5, Section 5.4 of these Bylaws. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof. The roads serving the Condominium are private roads and all expenses of insurance, maintenance, repair and replacement of the private roads shall be paid by the Association or Master Association. In establishing an annual budget for each fiscal year and the reserve fund, the Board of Directors of the Association shall consider future costs of maintenance, repair and replacement of the private roads.

2.2.2 Special Assessments. Special assessments, in addition to those required in subparagraph 2.2.1 above, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements or costs exceeding Ten Thousand (\$10,000) Dollars for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.5.2 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph 2.2.2 (but not including those assessments referred to in subparagraph 2.2.1 above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 2.3 Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-Owners (other than the Developer) to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each Unit in Article 5 of the Master Deed, without increase or decrease for the existence of any rights to the use of any Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with subsection 2.2.1 above shall be payable by Co-Owners annually unless otherwise determined by the Board of Directors, commencing with acceptance of a deed to a Unit or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Article 19, Section 19.4, levy fines for the late payment in addition to such interest. Each Co-Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to such Co-Owner's Unit which may be levied while such Co-Owner is the Owner thereof, except a land contract purchaser from any Co-Owner including from Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 2.4 Waiver of Use or Abandonment of Unit. No Co-Owner is exempt from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of the Co-Owner's Unit.

Section 2.5 Enforcement

2.5.1 Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien and the lien created by the Condominium Documents that secures payment of assessments. In the event of default by any Co-Owner in the payment of any installment of the annual assessment levied against such Co-Owner's Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner of the Association's intention to do so. A Co-Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from such Co-Owner's Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner thereof or any persons claiming under such Co-Owner. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

2.5.2 Foreclosure Proceedings. Each Co-Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified

right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-Owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-Owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit such Co-Owner was notified of the provisions of this subparagraph and that the Co-Owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

2.5.3 Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at the last known address of such Co-Owner(s), a written notice that one or more installments of the general periodic or special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (4) the legal description of the subject Unit(s), and (5) the name(s) of the Co-Owner(s) of record. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law.

2.5.4 Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-Owner in default and shall be secured by the lien on such Co-Owner's Unit.

Section 2.6 Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit and except for assessments that have priority over the first mortgage as provided in Section 108 of the Act).

Section 2.7 Developer's Responsibility for Assessments; Interim Funding and Developer Advance to Association. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments during the Construction and Sales Period.

2.7.1 Developer Obligations for Expenses; Developer Owned Units. Developer, however, shall at all times (i) pay all expenses of maintaining the Units that it owns as its sole cost and expense,

and (ii) a proportionate share of all current expenses of operation of the Association (being separate from the usual costs of maintenance, repair and replacement of the Common Elements) actually incurred by the Association from time to time (“Developer’s Actual Unit Operation Costs”), thus excluding (x) all expenses related to maintenance and use of the Units not owned by Developer in the Project, and (y) other improvements constructed within or appurtenant to the Units that are not owned by Developer. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments all of which are specifically excluded from Developer’s Actual Unit Operation Costs.

2.7.2 Proportionate Share; Ratio. For purposes of the this subsection, Developer’s Actual Unit Operation Costs shall be based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units then in the Project. For the purpose of calculations the ratio of Developer Owned Units are counted as to those developments in the Condominium Project owned by the Developer as of the first day of each month (i.e., Units incorporated after the first day in the month are not counted for the purpose of establishing the ratio). Initial contributions to reserves and working capital contributions collected from Co-Owners at Unit closings shall be held by the Association and allocated in the following manner until at least the Transitional Control Date (after which the Board of Directors may reallocate such funds as it deems appropriate: (a) Seventy-five percent (75%) of the Co-Owners initial working capital contribution shall be held and used separate from the reserve fund and shall be used for all expenses required for proper operation, management and maintenance of the Condominium and may be used without required replenishment to assist with cash flow needs or any other purpose; and (b) twenty five (25%) percent of the Co-Owner’s initial reserve contribution shall be deposited into the reserve fund. Prior to the Transitional Control Date, Developer shall have no obligation to fund or otherwise contribute to any reserve fund including but not limited to reserves for future capital improvements, maintenance, repair or replacement of the General Common Elements. Notwithstanding the foregoing, nothing contained in this Section 2.7.2 shall eliminate Developer’s obligation under Rule 559.511(3).

2.7.3 Interim Funding. If with respect to the period commencing on the date of recording of the Master Deed and ending prior to Transitional Control Date, the amount of Association assessments assessed to the Units (as opposed to actually paid) plus any working capital contributions or other initial contributions made to the Association under the terms of any purchase agreements between an individual Co-owner and the Developer which have not been otherwise separately segregated into capital reserves, is less than Association expenses of administration actually incurred during that period, then the Developer shall have no obligation to pay the difference. Prior to the Transitional Control Date, Developer shall have no obligation to fund any potential shortfall in either the working capital or reserve fund portions of the budget except in relation to Developer’s Actual Unit Operation Costs set forth in Section 2.7.2. and as set forth in Section 2.7.4. below. In the event that the expenses of administration exceed the working capital and assessment collections from Co-owners as budgeted, the Association shall re-assess the budget and determine if a special assessment is required to fund the shortfall, or if a portion of the reserve fund must be utilized to cover the shortfall in administrative costs for the period prior to the Transitional Control Date.

2.7.4 Developer Advanced Funds; No Obligation. In the event of a shortfall, Developer may from time to time prior to the Transitional Control Date advance funds to the Association to be used by the Association to pay its expenses of administration (“Advanced Funds”), however Developer is under no obligation to do so.

2.7.5 Final Accounting; Settlement. A final accounting and settlement (“Final Accounting”) of the amount, if any, owed by Developer to the Association for Developer’s Actual Unit Maintenance Costs under this Section shall be made as soon as practical after the Transitional Control Date but in any event no later than 90 days after the Transitional Control Date. Otherwise any claims based on an accounting between Developer and the Association for the Developer’s Actual Unit Operation Costs under this Section shall be deemed waived by Developer and the Association. If, and only to the extent that the Final Accounting determines that the Advanced Funds, if any, are less than the amount owed by the Developer to the Association pursuant to this Section, the Developer shall pay the difference to the Association. If, and only to the extent that the Final Accounting determines that the Advanced Funds, if any, exceed the amount owed by the Developer to the Association pursuant to this Section then the Association shall pay such excess to the Developer.”

2. **Veterans Affairs Financing.** Article 6 of the Bylaws is amended to add the following new Section 6.52.

“Section 6.52. Department of Veterans Affairs Financing. To the extent that any provision set forth in this Master Deed and Bylaws regarding leasing and any right of first refusal is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37, title 38, United States Code, or part 36 of title 38, Code of Federal Regulations (“DVA Financing”), such provision shall not apply to any Unit that is (i) encumbered by DVA Financing, or (ii) owned by the Department of Veterans Affairs.”


3. **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.

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

[acknowledgement on following page]

DEVELOPER

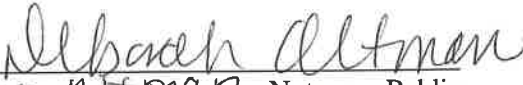
PULTE HOMES OF MICHIGAN LLC, a Michigan limited liability company

By: 
Christopher Plumb
Its: Vice President of Finance

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

Acknowledged before me on October 30, 2019, by Christopher Plumb, 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 _____


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:
Alexandra E. Dieck
Bodman PLC
201 S. Division Street, Suite 400
Ann Arbor, MI 48104

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