

LIBER 15426 PC 313

(S)

SECOND

(FIRST) AMENDMENT TO MASTER DEED
APPLE COVE CONDOMINIUM

\$ 11.00 MISCELLANEOUS RECORDING
\$ 2.00 REINSTATEMENT
30 MAY 89 10:44 A.M. RECEIPT # 703
PAID RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

Apple Cove Condominium Association, Inc., a Michigan non-profit corporation, being the homeowners association responsible for administering Apple Cove Condominium, (hereinafter the "Condominium"), a condominium project established pursuant to the Master Deed thereof, recorded on November 15, 1989, in Liber 11150, Pages 311 through 362, Oakland County Records, and known as Oakland County Subdivision Plan No. 648, hereby amends the Master Deed of the condominium pursuant to the authority reserved in Article VII of said Master Deed and pursuant to the consent of 66 2/3% of all Co-Owners as provided in said Article VII and in the Michigan Condominium Act (P.A. 59 of 1978, as amended).

On the recording of this First Amendment in the Office of the Oakland County Register of Deeds, said Master Deed shall be amended in the following manner:

1. Paragraph C of Article IV as set forth below shall replace and supersede Paragraph C of Article IV of the Master Deed:

C. Responsibilities for Maintenance and Utilities

(1) The Association shall maintain, repair and replace all of the General Common Elements.

(2) Except as otherwise provided in subparagraph C(3) below, the maintenance, repair and replacement of all Limited Common Elements and the residence within a Unit shall be borne solely by the Unit Owner to which the Limited Common Element is assigned or the Unit in which the residence is located.

(3) With regard to the following Limited Common Elements, the Association shall have the following responsibilities:

(a) The Association shall, at its sole expense, maintain, fertilize, repair and/or replace the lawn within a Unit or that portion which is a Limited Common Element appurtenant to a Unit, however, the cost of initially installing landscaping, including a lawn, shall be borne solely by the Co-Owner of the Unit to which such Limited Common Elements are appurtenant; and

(b) The Association shall, at its sole cost and expense, remove snow

Ent: Apple Cove Condo
except 648
units 1-17
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and de-ice all roadways, sidewalks and driveways, including the portions of driveways and sidewalks within Units.

(4) All costs of electricity, water and natural gas flowing through the meters described in subparagraph B(6) of Article IV shall be borne solely by the Co-Owner of the Unit serviced by such meters.

(5) In the event a Co-Owner fails to maintain, decorate, repair or replace any items for which he or she is responsible, the Association shall have the right, but not the obligation, to take whatever action or actions it deems desirable to maintain, decorate, repair or replace any of such Limited Common Elements, at the expense of the Co-Owner of the Unit. Failure of the Association to take such action shall not be deemed a waiver of the Association's right to take any such action at a future time.

To the extent any maintenance, repair or replacement performed by the Association is due to the act or neglect of a Co-Owner or his agent, guest, invitee, family member or pet, such Co-Owner shall be wholly responsible for the cost of all remedial action taken by the Association. Each Co-Owner shall reimburse the Association for any damages to any other Unit, General Common Element, or Limited Common Element, caused intentionally, negligently or by his or her failure to properly maintain, repair, or make replacements to his or her Unit or to those Limited Common Elements for which he or she is responsible pursuant to this Article IV.

All costs incurred by the Association by reason of its performance of any responsibilities under this paragraph which are required to be borne by any Co-Owner, shall be assessed against such Co-Owner and shall be due and payable with his or her monthly assessment next falling due; 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 for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

2. Article VI of the Bylaws attached to the Master Deed as Exhibit "A" shall be revised by the addition of the following of sub-paragraph:

34. All landscaping of a Unit shall be completed by a Co-Owner within ninety (90) days following the occupancy of a residence within the Unit. If occupancy occurs during the period of November 15 through April 15, the Co-Owner shall ninety (90) days after April 15, to complete the landscaping of his or her Unit. The landscaping of a Unit shall include sodding of the entire Unit and open Limited Common Elements (except where plantings are to be made, flower beds, rock beds, heavily wooded areas or wetland areas), foundation plantings in the front of a residence, and an underground irrigation system providing water to all natural areas of the Unit.

In all respects, other than as hereinabove indicated, the original Master Deed of Apple Cove

Condominium, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated: 5-18-95

Witnesses:

Andrew Grabowski
ANDREW L. GRABOWSKI
Seanna Keenan
SEANNA KEENAN

Apple Cove Condominium Association, Inc.

James W. Broadwell
By: Its: President

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing First Amendment to Master Deed of Apple Cove Condominium was acknowledged before me this 18 day of May, 1995, by James Broadwell, the President of Apple Cove Condominium Association, Inc., a Michigan non-profit corporation, on behalf of the corporation.

Sandra J. Pelt
Notary Public, Oakland County, Michigan

First Amendment to Master Deed drafted by:

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Swistak & Levine
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Farmington Hills, Michigan 48334
(810) 851-8000

SANDRA J. PELT
NOTARY PUBLIC
OAKLAND COUNTY, MICHIGAN

WHEN RECORDED RETURN TO: Drafter