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**FOURTEENTH AMENDMENT TO THE MASTER DEED OF  
OAKHURST**

THIS FOURTEENTH AMENDMENT TO THE MASTER DEED is made and executed on this 26<sup>th</sup> day of September, 2013, by Oakhurst Land, L.L.C., a Michigan limited liability company ("Developer"), the address of which is 40950 Woodward Avenue, Suite 201, Bloomfield Hills, MI 48304-5128 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."

**RECITALS:**

A. The Developer of Oakhurst, a condominium project established pursuant to the Master Deed thereof recorded in Liber 17072, Page 18 et seq., together with the First Amendment recorded in Liber 19091, Page 837 et seq., the Second Amendment recorded in Liber 20695, Page 340 et seq., the Third Amendment recorded in Liber 20798, Page 172 et seq., the Fourth Amendment recorded in Liber 20927, Page 176 et seq., the Fifth Amendment recorded in Liber 20927, Page 196 et seq., the Sixth Amendment recorded in Liber 21577, Page 867 et seq., the Seventh Amendment recorded in Liber 21836, Page 481 et seq., the Eighth Amendment recorded in Liber 21968, Page 668 et seq., the Ninth Amendment recorded in Liber 23691, Page 837 et seq., the Tenth Amendment recorded in Liber 33570, Page 207 et seq., the Eleventh Amendment recorded in Liber 33570, Page 210 et seq., the Twelfth Amendment recorded in Liber 34084, Page 272 et seq., and the Thirteenth Amendment recorded in Liber 43959, Page 57 et seq., Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 1036, desires to amend the Master Deed of Oakhurst pursuant to the authority granted by Section 90 of the Condominium Act (MCL §559.190), and Article VIII of the Master Deed, as well as Section 9.01 of the Talnuck Neighborhood Declaration of Covenants, Conditions and Restrictions, for the purpose of amending certain rights and duties of Co-owners of Talnuck units, consisting of Units 220 through 310.

B. The Master Deed shall be amended upon recording with the Oakland County Register of Deeds as required by Section 73 of the Condominium Act (MCL §559.173).

NOW THEREFORE, the following changes are hereby made to the Master Deed of Oakhurst:

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1. Paragraph 4 of the Third Amendment to Master Deed of Oakhurst, recorded in Liber 20798, Page 172, et seq., is of no further force and effect.

2. Article II and Article III of the Sixth Amendment to Master Deed of Oakhurst, recorded in Liber 21577, Page 867, et seq., are of no further force and effect.

3. The Tenth Amendment to Master Deed of Oakhurst, recorded in Liber 33570, Page 207, et seq., is of no further force and effect.

4. Article V, Section 5.02 of the Talmuck Neighborhood Declaration of Covenants, Conditions and Restrictions, Exhibit C to the Master Deed of Oakhurst shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted and replaced with the following Section 5.02:

*5.02. Maintenance and Repair of Talmuck Units and Talmuck Limited Common Elements. The respective responsibilities for maintenance, repair and replacement of the Talmuck Units and the Talmuck Limited Common Elements are as follows:*

*(a) Talmuck Owner Responsibilities. It is anticipated that residential dwellings will be constructed within each Talmuck Unit. Except as provided below and in the Master Deed of Oakhurst, the responsibility for, and the cost of decorating, maintaining, repairing and replacing any dwelling (including common foundation and fire walls within Shared-Boundary Units) and the various utility leads serving the dwelling shall be borne by the owner of the Talmuck Unit within which such dwelling is located or appurtenant, including common foundation and fire walls installed within Shared-Boundary Units; provided, however, that the exterior appearance of such dwelling shall be subject at all times to the approval of the TOA and to the standards prescribed by the Talmuck Architectural Control Committee and the Oakhurst Architectural Control Committee.*

*In the event a Talmuck Owner fails to maintain, repair or replace any portion of the dwelling located within such Owner's Unit for which he or she is responsible, the TOA shall have the right, but not the obligation, to take whatever action or actions it deems desirable to maintain, repair or replace any such dwelling at the expense of the owner of the applicable Talmuck Unit. All costs incurred by the TOA in performing any such responsibilities shall be assessed against such Talmuck Owner and shall be due and payable with his or her monthly assessment next falling due. A lien for the non-payment of such assessment shall attach in the same manner as regular assessments and such assessments may be enforced by the use of all means available to the TOA under this Talmuck Declaration, including, without limitation, foreclosure of the lien to secure payment and the imposition of fines. Failure of the TOA to take such action shall not be deemed a waiver of the TOA's right to take any such action in the future.*

*(b) TOA Responsibility for Dwelling Exteriors and Talmuck Limited Common Elements.*

*(i) Landscaping. The TOA shall be responsible for the maintenance, repair and replacement of the lawns and landscaping which are appurtenant to each Talmuck Unit,*

with the exception of any landscaping installed by Talmuck Owners within Privacy Areas.

(ii) Irrigation System. The TOA shall be responsible for the maintenance, repair and replacement of the irrigation system within Talmuck. No Talmuck Owner shall restrict access thereto by the TOA or its agents. The TOA shall have the sole right to determine the times of operation of any irrigation system and no Talmuck Owner shall interfere therewith.

(iii) Snow Removal. The TOA shall be responsible for the plowing, blowing and shoveling of snow (but not de-icing, which will be the responsibility of each Talmuck Owner) with respect to sidewalks, driveways, porches, steps and walkways appurtenant to Talmuck Units.

(iv) Cupola Lighting. The light fixtures within any cupola which is part of a Talmuck Owner's dwelling (the "Cupola Fixtures") shall be maintained by the TOA. The size and nature of the bulbs to be used in the Cupola Fixtures shall be determined by the TOA in its discretion. No Talmuck Owner shall in any way modify the Cupola Fixture appurtenant to his or her Unit, nor shall he or she cause the electrical flow for the operation thereof to be interrupted at any time. The Cupola Fixtures shall operate on photoelectric cells, the timers of which shall be set by and at the discretion of the TOA. Talmuck Owners of dwellings containing Cupolas shall grant the TOA reasonable access to such Owner's dwelling to enable the TOA to perform its maintenance responsibilities with respect to Cupola Fixtures.

(v) Casualty Repairs With Respect to Shared-Boundary Units. If any part of the dwelling with a Shared-Boundary Unit that is insured by the TOA shall be damaged or destroyed, the damaged portion of the dwelling shall be rebuilt or repaired, as applicable, by the TOA, to the extent of available insurance proceeds. Any reconstruction or repair required under this Section 5.02(b)(v) shall be substantially in accordance with the Master Deed of Oakhurst and the damaged or destroyed property shall be restored to a condition as comparable as possible to the condition existing prior to such damage. Immediately following an insured casualty to a dwelling within a Shared-Boundary Unit, the TOA shall obtain a reliable and detailed cost estimate to repair or replace the damaged property to a condition comparable to that existing before the damage. If the insurance requires a deductible payment or if the proceeds of insurance are not sufficient to defray the cost of such reconstruction or repair, the TOA shall assess the Owner of the applicable Shared-Boundary Unit for an amount, which, when combined with the amount of available insurance proceeds, shall be sufficient to fully pay for the cost of repairing or replacing the damaged portion of such Owner's dwelling. Any such assessment shall be governed by the provisions of Article VI of the Talmuck Declaration. The TOA shall proceed to repair or replace the damaged property without delay, and shall use its best efforts to complete such repairs or replacement within six (6) months from the date upon which the property damage occurred.

*In the event of a casualty to a dwelling within a Shared-Boundary Unit, the Owner of the applicable Shared-Boundary Unit shall be responsible for the reconstruction, repair and replacement of the interior of his or her dwelling, including but not limited to, floor coverings, wall coverings, window treatments, draperies, interior walls, cabinets, interior fixtures, interior plumbing fixtures, interior trim, furniture, light fixtures and all appliances whether free standing or built in. In the event of damage to interior walls within an Owner's dwelling which are covered by insurance held by the TOA, the reconstruction or repair shall be the responsibility of the TOA in accordance with this Section 5.02(b)(v). In the event of substantial damage to or destruction of any dwelling within a Shared-Boundary Unit, the TOA shall promptly notify the first mortgagee of the applicable Shared-Boundary Unit.*

5. Article VI, Section 6.01(e) of the Talnuck Neighborhood Declaration of Covenants, Conditions and Restrictions, Exhibit C to the Master Deed of Oakhurst, is of no further force and effect.

6. Ratification. To the extent not modified by this Fourteenth Amendment, the Talnuck Declaration attached as Exhibit C to Third Amendment to Master Deed for Oakhurst, as previously amended, shall continue in full force and is hereby ratified and confirmed. In the event that there is any conflict between the provisions set forth in this Fourteenth Amendment and the provisions of the Talnuck Declaration attached as Exhibit C to the Third Amendment to Master Deed of Oakhurst, the provisions of this Fourteenth Amendment shall control.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

OAKHURST LAND, L.L.C.,  
a Michigan limited liability company

By: OAKHURST MANAGEMENT INC.,  
a Michigan corporation, Member

By: *D. Craig Valassis*  
D. Craig Valassis, President

STATE OF MICHIGAN )  
 )ss  
COUNTY OF OAKLAND )

On this 26<sup>th</sup> day of September, 2013, the foregoing Fourteenth Amendment to the Master Deed of Oakhurst was acknowledged before me by D. Craig Valassis, President of Oakhurst Management Inc., a Michigan corporation, on behalf of and by authority of the corporation.

*Tammy Pote*  
Tammy Pote, Notary Public  
Oakland County, Michigan  
Acting in Oakland County, MI  
My Commission expires:

**Drafted by and when recorded return to:**  
John F. Calvin, Esq.  
Makower Abbate PLLC  
30140 Orchard Lake Rd.  
Farmington Hills, Michigan 48334

