

LIBER 20798 PAGE 172

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\$97.00 MISC RECORDING
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PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CABELL, CLERK/REGISTER OF DEEDS

THIRD AMENDMENT TO MASTER DEED OF OAKHURST

This Third Amendment to Master Deed (this "Third Amendment") is made and executed on this 4th day of November, 1999 by Oakhurst Land, L.L.C., a Michigan limited liability company ("Developer"), the address of which is 1400 N. Woodward, Suite 270, Bloomfield Hills, Michigan 48304, pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

RECITALS:

A. Developer established Oakhurst (the "Condominium Project") as a condominium pursuant to a Master Deed recorded on March 20, 1997 in Liber 17072, Pages 18 through 95, Oakland County Records, as amended by that First Amendment to Master Deed of Oakhurst, recorded on October 23, 1998 in Liber 19091, Pages 837 through 868, Oakland County Records and that Second Amendment to Master Deed of Oakhurst, recorded on October 21, 1999 in Liber 20695, Pages 340 through 356, Oakland County Records (collectively, the "Master Deed"), and known as Oakland County Condominium Subdivision Plan No. 1036.

B. Pursuant to the authority reserved to Developer under Articles VI and VIII of the Master Deed, and under Section 90(1) of the Act, Developer desires to amend the Master Deed to establish the neighborhood to be known as Talnuck within the Condominium Project and to establish the rights and duties of Co-owners of Talnuck Units.

THEREFORE, Developer, by recording this Third Amendment, amends the Master Deed as follows:

- 1. Article II of the Master Deed is amended by the addition of the following land:

A part of the Southwest 1/4 of Section 24, and the Southeast 1/4 of Section 24, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan; being more particularly described as commencing at the Southwest Corner of said Section 24; thence North 88°36'51" East, 1170.58 feet, along the South line of said Section 24 and the centerline of Waldon Road (60.00 feet 1/2 right-of-way); thence North 01°23'09" West, 60.00 feet, along the Easterly line of "Oakhurst Condominium", Oakland County Condominium Plan Number 1036, as recorded in Liber 17072, Pages 18-42, as amended, Oakland County Records; thence North 48°34'24" East, 389.83 feet, along the Easterly line of said "Oakhurst Condominium"; thence North 26°12'21" West, 554.22 feet, along the Easterly line of said "Oakhurst Condominium"; thence North 14°33'34" East, 458.06 feet; thence South 79°30'18" East, 149.08 feet; thence 122.36 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 35°03'11" and a chord bearing and distance of North 12°18'12" West, 120.46 feet; thence North 29°49'48" West, 27.19 feet, to the Point of Beginning; thence South

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60°10'12" West, 140.00 feet; thence North 29°49'48" West, 474.60 feet; thence North 05°24'10" East, 350.61 feet; thence North 50°07'28" East, 290.01 feet; thence North 76°24'08" East, 282.25 feet; thence South 87°53'11" East, 317.09 feet; thence South 76°54'49" East, 77.24 feet; thence North 13°05'11" East, 85.67 feet, thence North 55°07'29" East, 202.17 feet; thence South 86°35'01" East, 182.93 feet; thence South 31°49'58" East, 376.42 feet; thence South 80°32'41" East, 76.44 feet; thence North 01°32'10" West, 451.24 feet; thence North 88°27'50" East, 340.00 feet; thence North 45°10'12" East, 87.34 feet; thence South 88°07'27" East, 500.00 feet; thence South 10°34'12" West, 248.30 feet; thence South 45°44'47" East, 130.00 feet; thence 487.84 feet along a curve to the right, said curve having a radius of 570.00 feet, a central angle of 49°02'12" and a chord bearing and distance of South 68°46'19" West, 473.08 feet; thence 170.02 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 37°28'00" and a chord bearing and distance of South 74°33'25" West, 167.00 feet; thence South 55°49'25" West, 48.74 feet; thence South 34°10'35" East, 60.00 feet; thence South 55°49'25" West, 153.35 feet, thence 224.57 feet along a curve to the right, said curve having a radius of 330.00 feet, a central angle of 38°59'28" and a chord bearing and distance of South 75°19'09" West, 220.26 feet; thence South 01°32'10" East, 174.20 feet; thence North 88°27'50" East, 123.89 feet; thence North 55°49'25" East, 250.62 feet; thence South 24°49'21" East, 161.09 feet; thence South 28°14'56" West, 149.91 feet; thence North 66°16'08" West, 264.49 feet; thence South 88°27'50" West, 123.32 feet; thence North 32°29'04" West, 86.60 feet; thence North 62°53'12" West, 73.06 feet; thence North 76°54'49" West, 705.28 feet; thence South 87°23'53" West, 156.93 feet; thence South 78°42'37" West, 165.26 feet; thence South 39°49'12" West, 59.69 feet; thence South 04°50'05" West, 61.09 feet; thence South 82°13'57" West, 140.00 feet; thence 55.23 feet along a curve to the left, said curve having a radius of 143.44 feet, a central angle of 22°03'45" and a chord bearing and distance of South 18°47'55" East, 54.89 feet; thence South 29°49'48" East, 362.93 feet; thence South 60°10'12" West, 70.00 feet, along an extension of and the Northerly line of said "Oakhurst" Condominium, to the Point of Beginning. All of the above containing 31.133 Acres. All of the above being subject to easements, restrictions, and right-of-ways of record.

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Units 220 through 310, inclusive, shall be added to the Condominium Project, and shall be known as the Tainuck Neighborhood.

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2. Article III of the Master Deed shall be supplemented by the addition of the following definitions:

(ff) "Privacy Area" refers to the area adjacent to a Tainuck Unit, as identified in sheets 50 through 54, inclusive and sheet 58 of the Condominium Subdivision Plan, attached to this Third Amendment, as the same may be amended from time to time.

(gg) "Privacy Area Improvements" refers to patios, landscaping and similar improvements which are permitted to be installed within a Privacy Area.

(hh) "Shared-Boundary Unit" refers to a Tainuck Unit that has a common boundary line with another Tainuck Unit, and that will contain a dwelling that will share a common foundation and fire wall and roof with the dwelling constructed within an adjacent Tainuck Unit. Shared-

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Boundary Units are identified in sheets 50 through 54, inclusive, of the Replat to the Condominium Subdivision Plan attached to this Third Amendment, as the same may be amended from time to time.

(ii) "Talnucl" refers to the Neighborhood within the Condominium Project, consisting of Units 220 through 310, inclusive, as identified in sheets 50 through 54, inclusive, of the Condominium Subdivision Plan attached to this Third Amendment, as the same may be amended from time to time.

(jj) "Talnucl Architectural Control Committee" or "TACC" refers to the committee that may be established pursuant to the Talnucl Declaration, for the purpose of establishing and implementing architectural guidelines and procedures to be followed by all Talnucl Owners.

(kk) "Talnucl Declaration" refers to the Talnucl Neighborhood Declaration of Covenants, Conditions and Restrictions which is attached to this Third Amendment, and shall be Exhibit C to the Master Deed, as the same may be amended from time to time, and to which, in addition to the provisions of the Master Deed, all Talnucl Owners shall be subject.

(ll) "Talnucl Limited Common Elements" refers to the limited common elements which are appurtenant to Talnucl Units, and which are identified in Paragraph 3 below.

(mm) "Talnucl Owners" refers to all Co-owners of Talnucl Units.

(nn) "Talnucl Owners Association" or "TOA" refers to the Talnucl Owners Association, the non-profit corporation organized under Michigan law and in accordance with the provisions of the Talnucl Declaration, of which all Co-owners of Talnucl Units shall be members. The TOA, acting through the TOA's board of directors shall administer, manage and maintain the Talnucl Limited Common Elements and the affairs of Talnucl. The TOA shall have the right and responsibility to directly levy assessments against the Co-owners of the Talnucl Units ("Talnucl Owners") to fund expenses, actual and estimated, incurred by the TOA in connection with the Talnucl Limited Common Elements as well as the administration of Talnucl. ALL ASSESSMENTS BY THE TOA ARE IN ADDITION TO, AND NOT IN LIEU OF, ANY AND ALL ASSESSMENTS LEVIED AGAINST THE TALNUCL UNITS BY THE OAKHURST OWNERS ASSOCIATION.

(oo) "Talnucl Units" refers to Units 220 through 310, inclusive of the Condominium Project as identified on sheets 50 through 54, inclusive, of the Condominium Subdivision Plan attached hereto, as the same may be amended from time to time.

3. In accordance with Article IV, Paragraph B(2) of the Master Deed, the Talnucl Limited Common Elements shall be subject to the exclusive use and enjoyment of the owners of the Talnucl Units to which they are appurtenant, and shall consist of the following:

(1) Yard and Landscaping Areas. A) yard and/or landscaping areas identified in sheets 50 through 54, inclusive, of the Condominium Subdivision Plan, attached to this Third Amendment, as the same may be amended.

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- (2) Driveways. Each driveway leading to a Tainuck Unit or a Limited Common Element of such Unit, as identified in sheets 50 through 54, inclusive, of the Replat to the Condominium Subdivision Plan attached to this Third Amendment, as the same may be amended.
 - (3) Sanitary Sewer Leads. The sanitary sewer leads from the main to the dwelling constructed on a Tainuck Unit.
 - (4) Storm Sewer Leads. The storm sewer leads from the main to the dwelling constructed on a Tainuck Unit.
 - (5) Water Leads. The water leads from the main to the dwelling constructed on a Tainuck Unit.
 - (6) Utility Leads. All other utility leads from the main to the dwelling constructed on a Tainuck Unit.
 - (7) Irrigation System. The lawn irrigation system, together with any pumps, pipes, sprinkling heads and other appurtenances thereof located in Tainuck. Irrigation meters, controls and fixtures may be located inside various Tainuck Units.
 - (8) Privacy Areas. Each individual Privacy Area in Tainuck is restricted in use to the owner of the Tainuck Unit which opens onto such Privacy Area, as identified in sheets 50 through 54, inclusive and sheet 58 of the Condominium Subdivision Plan attached to this Third Amendment, as the same may be amended from time to time. Tainuck Owners may, upon receipt of the prior written consent of the Developer or its designated representative during the Construction and Sales Period, and the TACC thereafter, construct and install Privacy Area Improvements within their respective Privacy Areas. Neither the Developer nor the TACC shall be obligated to install or approve any proposed Privacy Area Improvement and, unless the TOA agrees in writing to maintain all or any part of a Privacy Area Improvement, the maintenance of Privacy Area Improvements is the sole responsibility of the Tainuck Owner of the Tainuck Unit to which the Privacy Area is appurtenant.
4. Article IV, Paragraph C of the Master Deed is supplemented to provide that the respective responsibilities for maintenance, repair and replacement of the Tainuck Units and the Tainuck Limited Common Elements are set forth below and are also described in the Tainuck Declaration:
- (1) Tainuck Owner Responsibilities. It is anticipated that residential dwellings will be constructed within each Tainuck Unit. Except as provided below, the responsibility for, and the costs of decorating, maintaining, repairing and replacing any dwelling (including common foundation and fire walls and roofs installed within Shared-Boundary Units) and the various utility leads serving the dwelling shall be borne by the owner of the Tainuck Unit within which such dwelling is located. In addition, the following portions of the dwellings located within the Tainuck Units shall be maintained by the Tainuck Owners in accordance with the following requirements:

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- (a) Garage Doors. Although the TOA shall be responsible for the painting and/or staining of the exterior surface of the garage doors of dwellings within Tainuck Units, each Tainuck Owner shall be responsible for the maintenance, repair and replacement of his or her garage door, including all related hardware and motors.
- (b) Cupola Lighting. The light fixtures within the cupola (the "Cupola Fixtures") attached to dwellings shall be maintained by the Tainuck Owner. The size and nature of the bulbs to be used in the Cupola Fixtures shall be determined by the TOA in its discretion. No Tainuck 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.

(2) TOA Responsibility for Dwelling Exteriors and Tainuck Limited Common Elements.

- (a) Painting and/or Staining of Dwelling Exteriors. The TOA shall be responsible for painting and/or staining the exteriors of all dwellings constructed within the Tainuck Units. Such operations shall be performed by or at the direction of the TOA at such times, with such materials and by such contractors as the TOA shall, in its sole discretion, determine from time to time.
- (b) Roofs. While each Tainuck Owner shall be responsible for the maintenance, repair and replacement of the roof of the dwelling constructed within such Tainuck Owner's Unit, Tainuck Owners must use the roofing materials and colors prescribed by the TOA. In addition, the Co-Owner of a dwelling within a Shared-Boundary Unit must have any and all repairs to the roof of such dwelling approved in advance by the TOA. In order to avoid damage to dwellings within adjacent Shared-Boundary Units, repairs to roofs of dwellings within Shared-Boundary Units shall also be subject to such rules and regulations as are prescribed by the TOA.
- (c) Landscaping. The TOA shall be responsible for the maintenance, repair and replacement of the lawns and landscaping which are appurtenant to each Tainuck Unit, with the exception of any landscaping installed by Tainuck Owners within Privacy Areas.
- (d) Driveways. The TOA shall be responsible for the maintenance, repair and replacement of driveways appurtenant to the Tainuck Units, as well as for snow plowing, blowing and shoveling with respect thereto.
- (e) Irrigation System. The TOA shall be responsible for the maintenance, repair and replacement of the irrigation system within Tainuck. No Tainuck 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 Co-owner shall interfere therewith.

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- 5. Article V, Paragraph B of the Master Deed is amended to provide that the Project consists of Units 1 through 310, inclusive. The percentage of value assigned to each Unit is equal.
- 6. Article VII of the Master Deed is supplemented to provide that the Talnuck Units shall be subject to the following easements:

(a) TOA Easement for Maintenance of Talnuck Units. The TOA shall have a perpetual nonexclusive easement over, under, across and through each Talnuck Unit and the dwelling constructed within such Units for the purposes of maintaining, repairing and replacing the Talnuck Limited Common Elements and exterior dwelling surfaces for which the TOA is responsible. In the event any portion of a Talnuck Unit or dwelling therein is damaged by the exercise of the TOA's rights and duties under this Paragraph, the TOA shall restore such damaged portion to substantially the same condition that existed prior to the damage. In addition, in the event TOA and/or any Talnuck Owner fails to maintain his or her dwelling or the Talnuck Limited Common Elements and/or to abide by the standards set forth in the Condominium Documents, the Oakhurst Owner's Association shall have an easement over, under, across and through such Talnuck Unit and the dwelling therein to take whatever action or actions the Oakhurst Owner's Association deems necessary to maintain or repair such Talnuck Unit (or any part thereof) or Talnuck Limited Common Elements, in accordance with the Condominium Documents.

(b) Reciprocal Easements for Maintenance and Support of Shared-Boundary Units. The dwellings constructed within Shared-Boundary Units shall be subject to a reciprocal easement for the construction, maintenance, repair, replacement of, and support provided by, the common foundation and fire wall that is part of both dwellings within such Shared-Boundary Units. In addition, the dwellings within the Shared-Boundary Units shall be subject to a reciprocal easement for the construction, maintenance, repair and replacement of the roof and roof-support structures shared by such dwellings.

(c) Easement for Encroachment. Reciprocal easements shall exist for the encroachment of a dwelling constructed within one Shared-Boundary Unit on the adjacent Shared-Boundary Unit, and for the maintenance, repair and restoration of the encroaching property. In the event of damage or destruction, there shall be easements to, through and over those portions of the Shared-Boundary Units, structures, buildings, improvements and walls (including shared interior walls) contained therein for the continuing maintenance, repair and restoration of all utilities to the Shared-Boundary Units.

- 7. The Master Deed shall be supplemented by the addition of the following as Article X:

ARTICLE X
MODIFICATION OF TALNUCK UNITS

The Developer reserves to itself, its successors and assigns, from time to time, within a period ending no later than six (6) years from the recording of the Master Deed, and without being required to obtain the consent of any Co-owner or any mortgagee of any Unit, the right to modify the size, location, and/or configuration of Talnuck Units and/or Limited Common Elements appurtenant or geographically proximate to

any Tainuck Units. Such modification shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns. In the event that an amendment or amendments is recorded in order to accomplish such modification, the amendment shall identify such modification. When appropriate, the percentage of value as set forth in the Master Deed for the modified Tainuck Unit(s) shall be proportionately allocated to the modified Tainuck Units in order to preserve a total value of one hundred (100%) percent for the entire Condominium Project following such amendment or amendments to the Master Deed. The readjustment shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Condominium Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Limited Common Elements as may be necessary to adequately describe the Tainuck Units as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to the Master Deed recorded by the Developer, its successors or assigns, to effectuate the purposes of this Article X, and to any proportionate reallocation of percentages of value of Units which are necessary in connection with any such amendments. All such interested persons irrevocably appoint the Developer, its successors or assigns, as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

- 8. The Master Deed shall be supplemented by the addition of the following as Article XI:

ARTICLE XI
CONSOLIDATION, RELOCATION OR ELIMINATION OF TALNUCK UNITS

The Developer reserves to itself, its successors and assigns, from time to time, within a period ending no later than six (6) years from the recording of the Master Deed, and without being required to obtain the consent of any other Co-owner or any mortgagee of any Unit the right to consolidate under single ownership two or more Tainuck Units which are located adjacent to one another, to eliminate one or more Tainuck Units and to relocate the boundaries of Tainuck Units. Such consolidation and/or elimination of Tainuck Units and relocation of Tainuck Unit boundaries shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns. In the event an amendment or amendments is recorded in order to accomplish the consolidation, elimination or relocation of Tainuck Units, the amendment shall identify the consolidated, eliminated or relocated Tainuck Unit boundaries in the amendment by number and, when appropriate, the percentage of value as set forth in the Master Deed for the Tainuck Units shall be proportionately allocated, in order to preserve a total value of one hundred (100%) percent for the entire Condominium Project following such amendment or amendments to the Master Deed. The readjustment shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Condominium Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Limited Common Elements as may be necessary to adequately describe the Tainuck Units as modified. All of the Co-owners and mortgagees of Units and all other persons

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now or hereafter interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to the Master Deed recorded by the Developer, its successors or assigns, to effectuate the purposes of this Article XI, and to any proportionate reallocation of percentages of value of Units which are necessary in connection with any such amendments. All such interested persons irrevocably appoint the Developer, its successors or assigns, as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

9. Amended Sheets 1, 1A, 2, 6, 7, 38, 39 and 48 of the Replat to the Condominium Subdivision Plan attached to this Third Amendment shall replace sheets 1, 1A, 2, 6, 7, 38, 39 and 48 as originally recorded. The legal description of the Condominium Premises contained on sheets 1 and 1A of the Replat to the Condominium Subdivision Plan attached to this Third Amendment, as the same may be amended from time to time, shall replace and supersede the description of the Condominium Premises contained in the originally recorded Master Deed, and any amendments to such description which are contained in the recorded First Amendment and Second Amendment to the Master Deed.
10. Sheets 49 through 58, inclusive, of the Condominium Subdivision Plan of Oakhurst Condominium, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Oakhurst Condominium, as amended.
11. In accordance with Article V, Paragraph C of the Master Deed, all Talnuck Units and Talnuck Owners shall be subject to the Talnuck Declaration of Covenants, Conditions and Restrictions, which is attached hereto, and which shall constitute Exhibit "C" to the Master Deed, as the same may be amended from time to time. THE ATTACHED TALNUCK DECLARATION IS INTENDED TO SUPPLEMENT, AND NOT TO AMEND OR REPLACE, THE PROVISIONS OF THE MASTER DEED, INCLUDING THE BYLAWS ATTACHED TO THE MASTER DEED AS EXHIBIT A.
12. Except as provided in this Third Amendment the Master Deed of Oakhurst, including the Condominium Bylaws attached thereto as Exhibit A and the Condominium Subdivision Plan attached thereto as Exhibit B, as amended, shall continue in full force and is hereby ratified and confirmed. In the event that there is any conflict between the provisions of this Third Amendment and the provisions of the Master Deed and the exhibits thereto with regard to Talnuck, the provisions of this Third Amendment shall control.

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WITNESSES:

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

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

Karen A. Hart
Print Name: KAREN A. HART

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

Robert R Davis
Print Name: ROBERT R DAVIS

Dated: 11/4, 1999.

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 4 day of November, 1999 by D. Craig Valassis, President of Oakhurst Management, Inc., a Michigan corporation, Member of Oakhurst Land, L.L.C., a Michigan limited liability company, on behalf of such limited liability company.

Karen A. Hart
Notary Public, _____ County, Michigan
My Commission Expires: KAREN A. HART
Notary Public, Macomb County, MI
My Commission Expires Feb. 28, 2002

Third Amendment to Master Deed drafted by:

Karen H. Rader, Esq.
SEYBURN, KAHN, GINN, BESS,
DEITCH AND SERLIN, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075

When recorded, return to:

C. Kim Shierk, Esq.
MYERS NELSON DILLON & SHIERK PLLC
1701 N. Woodward, Suite 235
Bloomfield Hills, Michigan 48304