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G. WILLIAM CADDELL, CLERK/REGISTER OF

THIRD AMENDMENT TO MASTER DEED OF OAKHURST

4th This Third Amendment to Master Deed (this "Third Amendment") is made and executed on this 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 ½ 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

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 Talnuck Neighborhood.

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 Talnuck 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 Talnuck Unit that has a common boundary line with another Talnuck 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 Talnuck Unit. Shared-

* 08-24-201-000 end

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

(kk) "Talnuck Declaration" refers to the Talnuck 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 Talnuck Owners shall be subject.

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

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

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

(oo) "Talnuck 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 Talnuck Limited Common Elements shall be subject to the exclusive use and enjoyment of the owners of the Talnuck Units to which they are appurtenant, and shall consist of the following:

- (1) Yard and Landscaping Areas. All 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.

- (2) Driveways. Each driveway leading to a Talnuck 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 Talnuck Unit.
- (4) Storm Sewer Leads. The storm sewer leads from the main to the dwelling constructed on a Talnuck Unit.
- (5) Water Leads. The water leads from the main to the dwelling constructed on a Talnuck Unit.
- (6) Utility Leads. All other utility leads from the main to the dwelling constructed on a Talnuck Unit.
- (7) Irrigation System. The lawn irrigation system, together with any pumps, pipes, sprinkling heads and other appurtenances thereof located in Talnuck. Irrigation meters, controls and fixtures may be located inside various Talnuck Units.
- (8) Privacy Areas. Each individual Privacy Area in Talnuck is restricted in use to the owner of the Talnuck 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. Talnuck 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 Talnuck Owner of the Talnuck 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 Talnuck Units and the Talnuck Limited Common Elements are set forth below and are also described in the Talnuck Declaration:

- (1) Talnuck Owner Responsibilities. It is anticipated that residential dwellings will be constructed within each Talnuck 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 Talnuck Unit within which such dwelling is located. In addition, the following portions of the dwellings located within the Talnuck Units shall be maintained by the Talnuck Owners in accordance with the following requirements:

- (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 Talnuck Units, each Talnuck 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 Talnuck 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 Talnuck 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 Talnuck 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 Talnuck 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 Talnuck Owner shall be responsible for the maintenance, repair and replacement of the roof of the dwelling constructed within such Talnuck Owner's Unit, Talnuck 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 Talnuck Unit, with the exception of any landscaping installed by Talnuck Owners within Privacy Areas.
- (d) Driveways. The TOA shall be responsible for the maintenance, repair and replacement of driveways appurtenant to the Talnuck 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 Talnuck. No Talnuck 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.

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 Talnuck 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 Talnuck Unit(s) shall be proportionately allocated to the modified Talnuck 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 Talnuck 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 Talnuck Units which are located adjacent to one another, to eliminate one or more Talnuck Units and to relocate the boundaries of Talnuck Units. Such consolidation and/or elimination of Talnuck Units and relocation of Talnuck 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 Talnuck Units, the amendment shall identify the consolidated, eliminated or relocated Talnuck Unit boundaries in the amendment by number and, when appropriate, the percentage of value as set forth in the Master Deed for the Talnuck 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 Talnuck 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 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.

company

Karen A. Hart
Print Name: KAREN A. HART

Karen A. Hart
Print Name: KAREN A. HART

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

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

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. 26, 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

EXHIBIT "C" TO OAKHURST MASTER DEED

TALNUCK NEIGHBORHOOD

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This Talnuck Neighborhood Declaration of Covenants, Conditions and Restrictions (this "Talnuck Declaration") is established by OAKHURST LAND, L.L.C., a Michigan limited liability company which has an address of 1400 N. Woodward, Suite 270, Bloomfield Hills, Michigan 48304 (the "Developer").

RECITALS:

A. Oakhurst is a Condominium Project located in Independence Township and established pursuant to the Master Deed thereof, 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 (the "Master Deed"); and known as Oakland County Condominium Subdivision Plan No. 1036.

B. Pursuant to the Master Deed, the Condominium Project includes Talnuck, a Neighborhood consisting of Units 220 through 310, inclusive (the "Talnuck Units").

C. Developer desires, for the benefit of the Talnuck Owners, to establish the Talnuck Owners Association, a Michigan non-profit corporation (the "TOA") to manage, maintain, operate and administer certain portions of the Talnuck Units, the dwellings located within the Talnuck Units, the Limited Common Elements, and the affairs of the Talnuck Neighborhood, in accordance with the Master Deed and the laws of the State of Michigan.

NOW, THEREFORE, Developer hereby declares that the Talnuck Neighborhood and the Talnuck Units are, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and grants hereinafter set forth, together with such other conditions, covenants, restrictions, reservations and grants which are hereafter recorded with respect to said property; all of which conditions, covenants, restrictions, reservations and grants are for the benefit of and shall run with and bind the property and all parties having any right, title or interest in the property or any part thereof, or improvements thereon, as well as their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

Capitalized terms used in this Talnuck Declaration without further definition shall have the meanings given to such terms in the Master Deed, as amended, unless the context dictates otherwise.

ARTICLE II
PROPERTY SUBJECT TO THIS TALNUCK DECLARATION

The property which is subject to and which shall be held, transferred, sold, conveyed and occupied pursuant to this Talnuck Declaration is referred to as the Talnuck Neighborhood and the Talnuck Units, which Neighborhood and Units are more particularly described in the Condominium Subdivision Plan attached as Exhibit B to the Master Deed, as amended.

THE COVENANTS, CONDITIONS AND RESTRICTIONS WHICH ARE SET FORTH IN THIS TALNUCK DECLARATION ARE INTENDED TO SUPPLEMENT AND BE IN ADDITION TO THE COVENANTS, CONDITIONS AND RESTRICTIONS WHICH ARE SET FORTH IN THE MASTER DEED AND ANY AMENDMENTS THERETO. TALNUCK OWNERS SHALL CONTINUE TO BE BOUND BY THE MASTER DEED AND ANY AMENDMENTS THERETO.

ARTICLE III TALNUCK OWNER'S ASSOCIATION

Section 3.01 Creation and Purposes. Developer or its designated representative or assigns shall form a non-profit corporation in accordance with the Michigan law, which shall be known as the Talnuck Owner's Association (the "TOA"). The TOA and its Members shall have those rights and obligations which are set forth in this Talnuck Declaration and in the Articles of Incorporation and By-Laws of the TOA. The purposes of the TOA shall be to maintain the exterior surfaces of dwellings located within the Talnuck Units, to maintain the Talnuck Limited Common Elements and to promote and maintain the desired character of the Talnuck Neighborhood.

Section 3.02 Membership. Developer or its designated representative and every Talnuck Owner shall be a Member of the TOA. Every Talnuck Owner shall become a Member commencing on the date on which said Talnuck Owner is conveyed fee simple title to a Unit. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any Talnuck Unit.

Section 3.03 Voting Rights. The TOA shall have two (2) classes of Voting Members, which are as follows:

(a) Class A Members shall consist of all Talnuck Owners other than Developer. Each Class A Member shall be entitled to one vote on each matter submitted to a vote of Members for each Talnuck Unit owned by the Class A Member. Where title to a Talnuck Unit is held by more than one person or entity, all such persons or entities shall be Members and jointly shall be entitled to only one vote per Talnuck Unit. Where a Talnuck Unit has been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said Talnuck Unit. Multiple Talnuck Owners (including co-purchasers under a land contract) may exercise said one vote per Talnuck Unit as they may mutually agree, and such co-owners or co-purchasers shall notify the TOA in writing of the person entitled to exercise such vote. In the event any multiple Talnuck Owners fail to provide such notice to the TOA within thirty (30) days prior to the date set for a meeting, the Talnuck Owner whose name first appears on record title shall be deemed to be the Member authorized to vote on behalf of all the multiple Talnuck Owners and any vote cast in person or by proxy by said Talnuck Owner, or the failure of said Talnuck Owner to vote, shall be binding upon all such multiple Talnuck Owners.

(b) Developer or its designated representative shall be a Class B Member. In order to assure the orderly administration and maintenance of the Neighborhood, the Class B Member shall be entitled to three (3) votes for each Talnuck Unit owned by Developer. Class B membership shall terminate as to any Talnuck Unit owned by Developer at the time any such Talnuck Unit is sold and conveyed to a Talnuck Owner other than residential builders which hold such Talnuck Unit for resale purposes, which Talnuck Owner shall thereafter be a Class A Member.

Section 3.04 Articles and By-Laws. The TOA shall be organized, governed and operated in accordance with its Articles of Incorporation and By-Laws, which shall be consistent with the provisions and purposes of this Talnuck Declaration. In the event there exists any conflict between the provisions contained

within the TOA's Articles of Incorporation and By-Laws and the provisions contained within this Talnuck Declaration, the provisions of this Talnuck Declaration shall control.

Section 3.05 Directors. The right to manage the affairs of the TOA shall be exclusively vested in the TOA's Board of Directors. Developer or its designated representative shall be the sole Director of the TOA until such time as one hundred (100%) percent of the Talnuck Units within the Neighborhood have been sold and conveyed by Developer to persons other than residential builders which hold such Talnuck Unit for resale purposes, or until such earlier time as Developer or its designated representative may elect, in its discretion. Thereafter, the TOA's Board of Directors shall be elected by the Members of the TOA in accordance with the provisions of the Articles of Incorporation and By-Laws of the TOA.

Section 3.06 Oakhurst Owner's Association. Each Talnuck Owner's membership in the TOA is in addition to such Talnuck Owner's membership in the Oakhurst Owner's Association, the condominium association established pursuant to the Master Deed. A Talnuck Owner's membership in the TOA shall not limit such Talnuck Owner's rights and obligations as a member of the Oakhurst Owner's Association.

ARTICLE IV INSURANCE

Section 4.01 Responsibilities of the TOA. The TOA shall carry general liability insurance (in an amount to be determined by Developer, its designated representative or the TOA in its discretion), officers' and directors' liability insurance and workmen's compensation insurance, if applicable, and other insurance the TOA may deem applicable, desirable or necessary with respect to the use and maintenance of the Limited Common Elements and such insurance, shall be carried and administered in accordance with the following provisions:

(a) Premium Expenses. All premiums on insurance purchased by the TOA pursuant to these Talnuck Bylaws shall be expenses of administration of the TOA.

(b) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the TOA shall be received by the TOA, held in a separate account and distributed by the TOA in its discretion.

(c) Authority of Association to Settle Insurance Claims. Each Talnuck Owner, by ownership of a Talnuck Unit, shall be deemed to appoint the TOA as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of liability insurance and workmen's compensation insurance, if applicable, pertinent to Talnuck and the Limited Common Elements appurtenant thereto. Without limiting the foregoing, the TOA shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect insurance proceeds and to distribute the same to the TOA, the Talnuck Owners and their respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Talnuck Owner as shall be necessary or convenient to accomplish the foregoing purposes. The TOA shall pay all costs and/or fees due and owing to any insurance agent or management agent representing the TOA with respect to any insurance claim.

(d) TOA Insurance Information. All information in the TOA's records regarding insurance coverage carried by the TOA shall be made available to all Talnuck Owners upon request, during normal business hours, so that Talnuck Owners shall be enabled to judge the adequacy of coverage and at a properly constituted Association meeting, to request the Board to change the nature and extent of any applicable coverages. Upon each annual reevaluation and effectuation of coverage, the TOA shall notify all Talnuck Owners of the nature and extent of any changes in coverages.

Section 4.02 Responsibilities of the Talnuck Owners. Each Talnuck Owner should obtain liability and casualty insurance coverage at his or her own expense upon his or her Talnuck Unit, the dwelling constructed within his or her Unit, and the Privacy Area and Limited Common Elements appurtenant thereto. It shall be each Talnuck Owner's responsibility to determine by personal investigation or from his or her own insurance advisors the nature and extent of insurance coverage adequate for his or her needs and thereafter to obtain insurance coverage for his or her dwelling, personal property and any additional fixtures, equipment and trim located within his or her Talnuck Unit or elsewhere in the Neighborhood and for his or her personal liability for occurrences within his or her Talnuck Unit and dwelling and the Privacy Area and Limited Common Elements which are appurtenant to his or her Unit, and also for alternative living expenses in the event of fire. The TOA shall have absolutely no responsibility for obtaining such coverages.

Section 4.03 Waiver of Subrogation. The TOA, as to all policies which it obtains, and all Talnuck Owners, as to all policies which they obtain, shall use their best efforts to see that all liability insurance carried by the TOA and all property and liability insurance carried by any Talnuck Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Talnuck Owner or the TOA.

Section 4.04 Indemnification. Each individual Talnuck Owner shall indemnify and hold harmless every other Talnuck Owner and the TOA for all damages and costs, including attorney's fees, which the other Talnuck Owners or the TOA may suffer as a result of defending any claim arising out of an occurrence on or within an individual Talnuck Owner's Unit or appurtenant Limited Common Elements. Each Talnuck Owner shall carry insurance to secure the indemnity obligations under this Section 4.04, if required by the TOA, or if required by Developer during the Construction and Sales Period. This Section 4.04 is not intended to give any insurer any subrogation right or any other right or claim against any individual Talnuck Owner.

ARTICLE V TALNUCK DWELLINGS AND LIMITED COMMON ELEMENTS

Section 5.01. Talnuck Limited Common Elements. Pursuant to Paragraph 4 of the Third Amendment to Master Deed, the Talnuck Limited Common Elements, which shall be subject to the exclusive use and enjoyment of the owners of the Talnuck Units to which they are appurtenant, include the following:

(a) Yard and Landscaping Areas. All yard and/or landscaping areas identified in the Condominium Subdivision Plan.

(b) Driveways. Each driveway leading into a Talnuck Unit or a Limited Common Element of such Unit, identified in the Condominium Subdivision Plan.

(c) Sanitary Sewer Leads. The sanitary sewer leads from the main to the dwelling constructed on a Talnuck Unit.

(d) Storm Sewer Leads. The storm sewer leads from the main to the dwelling constructed on a Talnuck Unit.

(e) Water Leads. The water leads from the main to the dwelling constructed on a Talnuck Unit.

(f) Utility Leads. All other utility leads from the main to the dwelling constructed on a Talnuck Unit.

(g) Irrigation System. The lawn irrigation system, together with any pumps, pipes, sprinkling heads and other appurtenances thereof located in Talnuck. Irrigation meters, controls and fixtures may be located inside various Talnuck Units and no Talnuck 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.

(h) Privacy Areas. Each individual Privacy Area located within Talnuck and depicted on the Condominium Subdivision Plan is restricted for the use of the owner of the Talnuck Unit which is adjacent to such Privacy Area. A Talnuck Owner may, upon receipt of the prior written consent of the Developer or its designated representative during the Construction and Sales Period, and the Talnuck Architectural Control Committee (the "TACC") thereafter, construct and install a patio, landscaping and similar improvements within his or her Privacy Area ("Privacy Area Improvements"). Neither the Developer nor the TACC shall be obligated to install or approve any proposed Privacy Area Improvements and, unless the TOA agrees in writing to maintain all or any part of a Privacy Area, the maintenance of a Privacy Area and the Privacy Area Improvements is the sole responsibility of the Talnuck Owner of the Talnuck Unit to which the Privacy Area is appurtenant.

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

(a) Talnuck Owner Responsibilities. It is anticipated that residential dwellings will be constructed within each Talnuck Unit depicted on the Condominium Subdivision Plan. Except as provided below, the responsibility for, and the cost of decorating, maintaining, repairing and replacing any dwelling and the utility leads servicing the dwelling shall be borne by the owner of the Talnuck Unit within which such dwelling is located or appurtenant, including common foundation and fire walls and roofs 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 Talnuck Architectural Control Committee and the Oakhurst Architectural Control Committee.

In the event a Talnuck 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 Talnuck Unit. All costs incurred by the TOA in performing any such responsibilities shall be assessed against such Talnuck 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 Talnuck 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) Owner Maintenance and Repair Standards. The following portions of the dwellings located within the Talnuck Units shall be maintained by the Talnuck Owners in accordance with the following requirements:

(i) 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 Talnuck Units, each Talnuck Owner shall be responsible for the maintenance, repair and replacement of his or her garage door, including all related hardware and motors.

(ii) Cupola Lighting. The light fixtures within any cupola which is part of a Talnuck Owner's dwelling (the "Cupola Fixtures") shall be maintained by the Talnuck 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 Talnuck 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.

(iii) Roofs. While each Talnuck Owner shall be responsible for the maintenance, repair and replacement of the roof of his or her dwelling, Talnuck Owners must use the materials and colors prescribed by the TOA. In addition, owners of dwellings within Shared-Boundary Units must have any and all repairs to the roof of such dwellings 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.

(iv) Utility Leads. While each Talnuck Owner shall be responsible for the utility leads servicing his or her Talnuck Unit, Talnuck Owners must coordinate any repairs to such utility leads with the TOA, and must repair any damage to landscaped and paved areas caused by such repair activities.

(c) TOA Responsibility for Dwelling Exteriors and Talnuck Limited Common Elements.

(i) 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 Talnuck 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. The TOA shall not be responsible for performing any repairs to dwelling exteriors, with the exception of repairing any damage to dwelling exteriors caused by the negligent acts or omissions of the TOA, or its agents, in performing its staining and painting responsibilities under this Paragraph.

(ii) Landscaping. The TOA shall be responsible for the maintenance, repair and replacement of the lawns and landscaping which are appurtenant to each Talnuck Unit, with the exception of any landscaping which is installed by a Talnuck Owner within his or her Privacy Area.

(iii) Driveways. The TOA shall be responsible for the maintenance, repair and replacement of driveways appurtenant to the Talnuck Units, as well as for snow plowing, blowing and shoveling such driveways.

(iv) Irrigation System. The TOA shall be responsible for the maintenance, repair and replacement of the lawn irrigation system, together with any pumps, pipes, sprinkling heads and other appurtenances thereof located in Talnuck. Irrigation meters, controls and fixtures may be located inside various Talnuck Units and no Talnuck 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.

ARTICLE VI COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES

Section 6.01 Creation of the Lien and Personal Obligation for Assessments. Each Talnuck Owner, other than Developer, by accepting title to such Talnuck Unit, or, by entering into a land contract for the purchase of such Talnuck Unit, shall be deemed to covenant and agree to pay to the TOA, when due, the assessments described below, regardless of whether or not such covenant shall be expressed in such Talnuck Owner's instrument of conveyance or land contract:

(a) annual assessments to meet regular TOA expenses, which shall include such assessments necessary for the TOA to perform its maintenance obligations under Article IV above and as may be necessary to maintain any easement referenced in this Talnuck Declaration; and

(b) special assessments for capital improvements, to be established and collected as set forth below; and

(c) special assessments for the maintenance of Talnuck Units, to be established and collected as set forth below; and

(d) all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the TOA with respect to the Talnuck Limited Common Elements.

The foregoing assessments, together with such interest thereon and costs of collection thereof (including court costs and reasonable attorneys' fees) which are described below, shall be a lien on the Talnuck Unit against which they are made and all improvements thereon. Each such assessment, together with interest thereon, and the costs of collection thereof, in addition to constituting a lien on such Talnuck Unit and improvements, shall also constitute a joint and several personal obligation of the person or persons who was/were the Owner(s) of the Talnuck Unit on the date the assessment was established.

ALL ASSESSMENTS BY THE TOA ARE IN ADDITION TO, AND NOT IN LIEU OF, ANY AND ALL ASSESSMENTS LEVIED AGAINST THE TALNUCK UNITS BY THE OAKHURST OWNERS ASSOCIATION.

Section 6.02 Purpose of Annual Assessments. The TOA shall use the annual assessments levied under this Article VI for expenses arising from the management, administration and operation of the TOA in accordance with this Talnuck Declaration. In addition, the TOA shall have the right, but not the obligation, to include in the annual assessments levied by the TOA any assessments made by Oakhurst Owner's Association in accordance with Article II of the Condominium Bylaws of Oakhurst. Upon collection of any such Oakhurst Owner's Association Assessments, the TOA shall remit the same to the Oakhurst Owner's Association.

Section 6.03 Annual Assessments. Commencing in the year the TOA is formed, and for each fiscal year of the TOA thereafter, annual assessments shall be levied and paid in the following manner:

(a) The TOA's Board of Directors of the TOA shall levy against each Talnuck Unit an assessment, based upon the projected costs, expenses and obligations of the TOA for the ensuing fiscal year, which assessment shall be a specified amount per Talnuck Unit. In the event the actual costs, expenses and obligations of the TOA exceed the amount projected, the TOA's Board of Directors of the TOA shall have the right to levy against each Talnuck Unit such additional assessments as may be necessary to defray such costs, expenses and obligations.

(b) Any Owner who acquires a Talnuck Unit from Developer or from a person or entity exempt from the payment of assessments under Section 6.11(b) below, shall pay to the TOA, on the date said Talnuck Unit is conveyed to the Owner an amount equal to the prorated balance of any annual assessment and special assessment, if any, established for the then current assessment period, based upon the number of days remaining in the then current assessment period from the date of conveyance. For each fiscal year thereafter, such Talnuck Owner shall be liable for any and all assessments levied in accordance with this Article V.

(c) The fiscal year of the TOA shall be established in the manner set forth in the TOA's By-Laws.

(d) The TOA's Board of Directors, in its discretion, may establish an installment program for the payment of any regular, special or deficit assessment and may charge interest in connection therewith.

Section 6.04 Special Assessments for Talnuck Limited Common Elements. In addition to the annual assessments authorized by Section 6.03 above, the TOA may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any Talnuck Limited Common Elements, including any fixtures, equipment and other personal property relating thereto provided, however, that no such special assessment shall be levied unless first approved by sixty (60%) percent of the total combined Class A and Class B votes, cast in person or by proxy at a meeting

of the TOA Members duly called for such purpose. Written notice of such meeting shall be sent to all Members at least thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the TOA. Any special assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by resolution of the TOA's Board of Directors, which interest rate shall not exceed the highest rate allowed by law. The quorum required for the first meeting called for the purpose of voting on a special assessment shall be at least ninety (90%) percent of all the then authorized votes present, either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering the special assessment, another meeting may be called for said purpose, with notice thereof to be given as provided for in this Section 6.04 and the required quorum at any such subsequent meeting shall be reduced to sixty (60%) percent of all then authorized votes present, provided that such second meeting is held within sixty (60) days from the date of the first meeting.

Section 6.05 Uniform Assessment Rate: Assessments Against Specific Talnuck Units.

(a) Subject to Section 6.05(b) below, all annual and special assessments shall be fixed and established at the same rate for all Talnuck Units within the Neighborhood.

(b) In addition to the assessments otherwise authorized in this Article VI, the TOA may, in the event a Talnuck Owner fails to maintain his or her Unit, the dwelling located therein, the Privacy Area appurtenant thereto (unless the TOA has agreed in writing to maintain all or any part of such Privacy Area), and any plantings, landscaping or other vegetation located thereon, levy a special assessment against such Talnuck Unit, for the purpose of maintaining and caring for such items. A special assessment for such purposes shall not be levied except in compliance with the following procedures:

(i) The TOA shall determine that the appearance of a Talnuck Unit, the dwelling located therein, or the Privacy Area appurtenant thereto, significantly detracts from the appearance and attractiveness of the remainder of the Neighborhood or otherwise constitutes a violation of the restrictions set forth in Article VI hereinbelow. Such determination shall be made by the TOA's Board of Directors.

(ii) Written notice of such determination which specifies the nature of the unsatisfactory condition and the actions required to remedy the unsatisfactory condition, shall be delivered to the Owner of the offending Talnuck Unit.

(iii) Said Talnuck Owner shall have a period of not less than thirty (30) days from the date said Talnuck Owner receives the above referenced notice to commence the required work.

(iv) If said Talnuck Owner has not commenced the required work within said thirty (30) day period or, if having commenced such work, it is not completed within a reasonable time after commencement, the TOA shall have the right to enter upon said Talnuck Owner's Unit, complete the required work and assess the cost against such Talnuck Unit; provided, however, such cost shall not exceed the actual cost reasonably expended by the TOA in performing such work.

(v) Any assessment levied under this Section 6.05(b) shall be due and payable thirty (30) days from the date said Talnuck Owner receives a statement. Any such assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by resolution of the TOA's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

(c) In the event any Talnuck Limited Common Element is damaged by any Talnuck Limited Common Element is damaged by any Talnuck Owner or such Owner's lessees, invitees or licensees, the TOA may levy a special assessment against such Talnuck Owner's Unit for the cost of repairing such damage to the applicable Talnuck Limited Common Element, by following the same procedures which are set forth in Section 6.05(b) above.

Section 6.06 Apportionment of Assessments and Penalty for Default. Unless otherwise provided in this Talnuck Declaration or in the TOA Bylaws, all assessments levied by the TOA against the Talnuck Owners to cover expenses for the Neighborhood in accordance with this Talnuck Declaration shall be apportioned equally among the Talnuck Units and paid by the Talnuck Owners in advance in equal installments, at such intervals as are determined by the TOA's Board of Directors. A Talnuck Owner's payment obligations will commence with the acceptance of a deed to or a land contract vendee's interest in a Talnuck Unit, or with the acquisition of fee simple title to a Talnuck Unit by any other means. A Talnuck Owner shall be in default of his or her assessment obligations if he or she fails to pay any assessment installment when due. A late charge not to exceed Twenty-Five and 00/100 (\$25.00) Dollars per month, together with interest at a rate established by the TOA Board which shall not exceed the maximum rate allowed by law, shall be assessed automatically by the TOA upon any assessments in default for ten (10) or more days until the assessment installment together with the applicable late charges and accrued interest are paid in full. Each Talnuck 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) relating to his or her Talnuck Unit which may be levied while such Talnuck Owner owns the Talnuck Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessment installments; and third, to the assessment installments in default in the order of their due dates, commencing with the installment most delinquent.

Section 6.07 Waiver of Use or Abandonment of Talnuck Units. No Talnuck Owner may exempt himself or herself from liability for his or her assessment obligations by waiving the use or enjoyment of any of the Limited Common Elements, or by abandoning his or her Talnuck Unit.

Section 6.08 Liens for Unpaid Assessments. The sums assessed by the TOA which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Talnuck Unit(s) owned by the Talnuck Owner at the time of the assessment and upon the proceeds of sale of such Talnuck Unit(s). Any such unpaid sum shall constitute a lien against the Talnuck Unit as of the first day of the fiscal year in which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record.

Section 6.09 Enforcement.

(a) Remedies. In addition to any other remedies available to the TOA, the TOA may enforce the collection of delinquent assessments by a suit at law or by foreclosure on the lien that secures payment of the assessments. In the event any Talnuck Owner defaults in the payment of any annual assessment installment levied against his or her Talnuck Unit, the TOA shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. A Talnuck Owner in default shall not be entitled to utilize any of the Common Elements, Limited or General, and shall not be entitled to vote at any meeting of the TOA until the default is cured; provided, however, this provision shall not operate to deprive any Talnuck Owner of ingress or egress to and from his or her Talnuck Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Talnuck Unit from the Talnuck Owner thereof or any persons claiming under him or her. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Talnuck Owner, and every other person who from time to time has any interest in the Neighborhood, shall be deemed to have granted to the TOA 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. In addition, each Talnuck Owner and every other person who from time to time has any interest in the Neighborhood, shall be deemed to have authorized and empowered the TOA to sell or to cause to be sold the Talnuck 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 Talnuck Owner acknowledges that at the time of acquiring title to such Talnuck Unit, he or she reviewed the provisions of this subparagraph and he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the TOA to foreclose any assessment liens by advertisement and waived the right to a hearing prior to the sale of the applicable Talnuck Unit.

(c) Notices of Action. Notwithstanding the provisions of Section 6.09(b), the TOA shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisement, until the TOA has provided the delinquent Talnuck Owner with written notice, sent by first class mail, postage prepaid, addressed to the delinquent Talnuck Owner at his or her last known address, that one or more assessment installments levied against the pertinent Talnuck Unit is or are delinquent and that the TOA may invoke any of its remedies under these Talnuck Bylaws if the default is not cured within ten (10) days from the date of the notice. Such written notice shall be accompanied by a written affidavit of an authorized representative of the TOA that sets forth (i) the affiant's capacity to make the affidavit, (ii) the authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Talnuck Unit(s) and (v) the name(s) of the Talnuck Owner(s) of record. Such affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to the commencement of any foreclosure proceeding. If the delinquency is not cured within the ten (10) day period, the TOA may take such remedial action as may be available to it under these Talnuck Bylaws and under Michigan law. In the event the TOA elects to foreclose the lien by advertisement, the TOA shall notify the delinquent Talnuck Owner of the TOA's election and shall inform him or her that he or she may request a judicial hearing by bringing suit against the TOA.

(d) Expenses of Collection. The expenses incurred by the TOA 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 TOA to protect its lien, shall be chargeable to the defaulting Talnuck Owner and shall be secured by a lien on his or her Talnuck Unit.

Section 6.10 Certificate With Respect to Assessments. The purchaser of any Talnuck Unit may request a statement from the TOA identifying the amount of any unpaid TOA regular or special assessments relating to such Talnuck Unit. Upon written request to the TOA accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Talnuck Unit, the TOA shall provide a written statement identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the TOA for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the TOA's lien for assessments as to such Talnuck Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Talnuck Unit, any unpaid assessments and the lien securing them shall be fully enforceable against such purchaser and the Talnuck Unit itself, to the extent provided by the Act.

Section 6.11 Exemptions from Assessments.

(a) All Talnuck Units owned and not occupied by Developer shall be exempt from all regular, special and deficiency assessments. Upon conveyance of any Talnuck Unit by Developer to a Class A Member, or the occupation by Developer of a Talnuck Unit, the exemption for each such Talnuck Unit shall thereupon cease and such Talnuck Unit shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any. However, any Talnuck Units owned by Developer shall not be exempt from assessments by the applicable local municipality for real property taxes and other charges.

(b) Builders, developers and real estate companies who own or hold any Talnuck Unit(s) for resale to customers in the ordinary course of business shall not be liable for the payment of any regular, special or deficit assessments imposed by the terms of this Article VI.

Section 6.12 Subordination of Liens to Mortgages. The lien for assessments provided for in this Section 6.12 shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company or other similar institution existing of record at the time the lien for assessments shall be imposed. Sale or transfer of a Talnuck Unit, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Talnuck Unit in connection with a mortgage foreclosure proceeding, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges, which became due prior to such sale or transfer, but in no such event shall the prior Owner of said Talnuck Unit be relieved of any liability for such obligations and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any Talnuck Unit from any assessments thereafter levied or from the lien accruing from such assessments, and no subsequent sale or transfer shall release such Talnuck Unit from liability for any assessment, interest or charges which thereafter become due or from any lien therefor.

Section 6.13 Collection of Assessment and Creation of Lien. If any assessment is not paid within thirty (30) days from the date payment is due, the TOA may sue the Owner and obtain a personal judgment against said Owner and/or may enforce the lien in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of such costs and reasonable attorneys' fees as would be taxable in the foreclosure of a mortgage.

ARTICLE VII TALNUCK RESTRICTIONS

All of the Talnuck Units shall be held, used and enjoyed subject to the following limitations and restrictions. THE FOLLOWING LIMITATIONS AND RESTRICTIONS ARE IN ADDITION TO THE RESTRICTIONS THAT APPLY TO ALL UNITS WITHIN THE CONDOMINIUM PROJECT AS SET FORTH IN THE CONDOMINIUM BYLAWS OF OAKHURST.

Section 7.01 Residential Use. No Talnuck Unit shall be used for other than single-family residential purposes and the Limited Common Elements shall be used only for purposes consistent with single-family residential use. Neither the Talnuck Units nor the Limited Common Elements shall be used in violation of applicable zoning and other ordinances of Independence Township, or in violation of other pertinent laws and/or public regulations.

Section 7.02 Leasing and Rental. A Talnuck Owner may lease his or her Talnuck Unit for the purposes set forth in Section 7.01 subject to the restrictions set forth in Article VII of the Condominium Bylaws of Oakhurst and in accordance with the following provisions:

(a) Right to Lease. With the exception of a lender in possession of a Talnuck Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Talnuck Owner shall lease less than an entire dwelling within a Talnuck Unit. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents and this Talnuck Declaration. Developer or its designee may lease any number of Talnuck Units in its discretion.

(b) Leasing Procedures. The leasing of Talnuck Units shall conform to the following provisions:

(i) A Talnuck Owner, including Developer, desiring to rent or lease a Talnuck Unit, shall disclose that fact in writing to the TOA at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the TOA with a copy of the exact lease form for its review of the compliance of such lease with this Talnuck Declaration.

(ii) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents which apply to the Neighborhood and this Talnuck Declaration, and the Talnuck Units and all leases and rental agreements shall provide for such compliance.

(iii) If the TOA determines that the tenant or non-owner occupant has failed to comply with the applicable conditions of this Talnuck Declaration, the TOA shall take the following action:

(1) The TOA shall notify the Talnuck Owner by certified mail advising of the alleged violation by the tenant.

(2) The Talnuck Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the TOA that a violation has not occurred.

(3) If, at the expiration of the above-referenced fifteen (15) day period, the TOA believes that the alleged breach is not cured or may be repeated, the TOA (or the Talnuck Owners derivatively on behalf of the TOA, if the TOA is under the control of Developer), may institute on behalf of the TOA a summary proceeding eviction action against the tenant or non-owner occupant. The TOA may simultaneously, bring an action for damages against the Co-owner and tenant or non-owner occupant for breach of this Talnuck Declaration. The TOA may hold both the tenant and the Talnuck Owner liable for any damages to the Limited Common Elements caused by the Talnuck Owner or tenant in connection with the Talnuck Unit or Neighborhood and for actual legal fees incurred by the TOA in connection with legal proceedings hereunder.

(iv) When a Talnuck Owner is in arrears to the TOA for assessments, the TOA may give written notice of the arrearage to the tenant occupying such Talnuck Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from the rental payments due to the Talnuck Owner the amount of the arrearage and all future assessments as they fall due and shall pay such amounts directly to the TOA. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. The form of lease used by Talnuck Owner shall explicitly contain the foregoing provisions.

Section 7.03 Home Occupations, Nuisances, Livestock and Pets. No home occupation, profession or commercial activity that requires members of the public to visit a Talnuck Owner's dwelling and/or Unit or requires commercial vehicles to travel to and from the Talnuck Owner's dwelling and/or Unit shall be conducted in or on any dwelling and/or Unit located in the Neighborhood with the exception of model homes owned by, and the sales activities of, Developer, residential builders, developers and real estate companies who own or hold any Talnuck Units for resale to customers in the ordinary course of business. No noxious or offensive activities shall be carried on in or upon any Talnuck Units, dwellings or the Neighborhood nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Neighborhood, other than normal permitted construction activities. No chickens or other fowl or livestock shall be kept or harbored in or on any Talnuck Unit or dwelling. No animal, including household pets, shall be maintained in or on any Talnuck Unit or dwelling unless specifically approved in writing by the TOA, except that a Talnuck Owner may maintain one (1) domesticated dog or cat in his or her Talnuck Unit. All animal life maintained in or on any Talnuck Unit dwelling shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor or unsightliness, and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No animal may be permitted to run loose at any time within the Neighborhood and any animal shall at all times be leashed and accompanied by a responsible person while in the Neighborhood. The TOA Board of Directors may, in its sole discretion, designate certain portions of the Common Elements of the Neighborhood wherein such animals may be walked and/or exercised. No savage or dangerous animal shall be kept, and any Talnuck Owner who causes any animal to be brought or kept within the Neighborhood shall indemnify and hold harmless the TOA for any loss, damage or liability (including costs and attorney fees) which the TOA may

sustain as a result of the presence of such animal in the Neighborhood, whether or not the TOA has given its permission therefor, and the TOA may assess and collect from the responsible Talnuck Owner such losses and/or damages in the manner provided in Article V hereof. No burning of leaves or refuse shall be permitted outside the dwelling. No occupied or unoccupied Talnuck Unit shall be used or maintained as a dumping ground for rubbish or trash.

Section 7.04 Plant Diseases or Noxious Insects. No plants, seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Talnuck Unit or the Neighborhood.

Section 7.05 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, off-road motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained in the Neighborhood; provided, however, that builders' trucks and equipment may be parked and used within the Neighborhood during construction operations. No commercial vehicle lawfully upon any Common Element, Limited or General, for business shall remain on such Common Element except in the ordinary course of business and in conformity with all applicable laws and/or ordinances. A motor home or camping vehicle belonging to a Talnuck Owner or the guest of a Talnuck Owner may be parked in the Neighborhood for a period not to exceed three (3) days. A Talnuck Owner may not maintain more than two (2) vehicles in the Neighborhood, unless the TOA Board specifically approves in writing otherwise. A non-operational vehicle(s), including those with expired license plates and/or flat tires, shall not be parked or stored within the Neighborhood without the prior written approval of the TOA Board. The TOA may cause vehicles parked or stored in violation of this Section 7.05 to be removed from the Neighborhood and the cost of such removal may be assessed to and collected from the Talnuck Owner responsible for the presence of the vehicle in the manner provided in Article II hereof without liability to the TOA. Each Talnuck Owner shall, if the TOA shall require, register with the TOA all vehicles maintained within the Neighborhood. The TOA Board may promulgate reasonable rules and regulations governing the parking of vehicles in the Neighborhood consistent with the provisions hereof.

Section 7.06 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring Talnuck Owners. With the exception of the evening before and the day of collection, no outside storage for refuse or garbage shall be maintained or used unless it is concealed from view. The burning or incineration of rubbish, trash, construction materials or other waste within the Neighborhood is strictly prohibited. If the applicable local municipality, by ordinance, has a mandatory rubbish removal and waste recycling program, each Talnuck Owner shall participate in such program and the TOA shall be billed by such local municipality for such services, which shall be deemed to be a cost of administering the Neighborhood. If the applicable local municipality does not have a mandatory rubbish removal and recycling program, the TOA shall be responsible for contracting for rubbish removal and waste recycling and the cost thereof shall be deemed to be a cost of administering the Neighborhood.

Section 7.07 Motorized Vehicles; Firearms. No motorized off-road bikes, off-road motorcycles, snowmobiles or other motorized recreational vehicles shall be operated within any of the Common Elements located within the Neighborhood. No firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices shall be used anywhere on or about the Neighborhood.

Section 7.08 Signs. No signs of any kind shall be placed upon the Neighborhood, or any portion thereof, without the prior written approval of Developer or its designated representative during the Construction and Sales Period, and the TOA thereafter. The foregoing restrictions shall not apply to signs that may be installed or erected upon the Neighborhood by Developer or any real estate company who owns Talnuck Units for resale in the ordinary course of business, during any construction period or during any periods that a Talnuck Unit may be used as a model or for display purposes.

Section 7.09 Objectionable Sights. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of a Talnuck Unit. No television or radio antennae or satellite dishes shall be constructed or erected upon the exterior of any Talnuck Unit, without the prior written approval of Developer or its designated representative during the Construction and Sales Period, and the TOA thereafter.

Section 7.10 Maintenance. Each Talnuck Owner shall maintain the dwelling within his or her Talnuck Unit, the Privacy Area (unless the TOA has agreed to maintain such Privacy Area) and any Talnuck Limited Common Elements appurtenant thereto for which he or she has maintenance responsibility in a safe, clean and sanitary condition. Each Talnuck Owner shall also use due care to avoid damaging any of the Common Elements, Limited or General, including but not limited to, utility conduits and systems and any other elements in any Talnuck Unit which are appurtenant to or which may affect any other Talnuck Unit. Each Talnuck Owner shall be responsible for the repair and/or restoration of any damage to any Common Elements, Limited or General, or damage to any other Talnuck Owner's Unit and dwelling resulting from the negligent acts or omissions of a Talnuck Owner, his family, guests, agents or invitees, except to the extent the TOA obtains insurance proceeds for such repair or restoration; provided, however, that if the insurance proceeds obtained by the TOA are not sufficient to pay for the costs of repair or restoration, the TOA may assess the Talnuck Owner for the excess amount necessary to pay for the repair and restoration.

Section 7.11 Structures in Talnuck Limited Common Elements and Easements. Except as otherwise permitted in the Master Deed or this Talnuck Declaration, no improvements or structures of any kind may be installed within any Common Elements, Limited or General, or within any easements within the Neighborhood without the prior written approval of Developer or its designated representative during the Construction and Sales Period, and by the TOA thereafter.

Section 7.12 Rules and Regulations. It is intended that the TOA Board of Directors may adopt rules and regulations from time to time to reflect the best interests of the Neighborhood and the Talnuck Owners. Reasonable regulations consistent with the Master Deed and the Condominium Documents and Michigan law concerning the use of the Common Elements, Limited or General, may be adopted and amended from time to time by any the TOA Board of Directors. Copies of all such rules, regulations and amendments thereto shall be furnished to all Talnuck Owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than sixty (60%) percent of the Class A and Class B Members.

Section 7.13 Real Estate Sales Office. Notwithstanding anything to the contrary contained in this Talnuck Declaration, Developer, and/or any builder which Developer or its designated representative may designate, may construct and maintain on any Talnuck Unit(s) a real estate sales office, with such promotional signs as Developer, Developer's designated representative or said builder may determine and/or a model home or homes for such purposes; Developer and any such designated builder may continue such activity until such time as all of the Talnuck Units in which Developer and such builder have an interest are sold.

Section 7.14 Reciprocal Negative Easements. Unless otherwise expressly provided for in the Master Deed the provisions of this Talnuck Declaration shall not apply to any land situated outside the boundaries of the Neighborhood.

ARTICLE VIII ARCHITECTURAL CONTROLS

Section 8.01 Architectural Controls. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential neighborhood having continuing appeal. Accordingly, unless and until plans and specification are submitted to, and approved in writing by the Talnuck Architectural Control Committee (the "TACC") pursuant to this Article VIII, and thereafter by the Oakhurst Architectural Control Committee pursuant to the Oakhurst Bylaws, no improvements or structures

may be installed, and no addition, change or alteration (including, without limitation, any landscaping, the erection of antennas or satellite dishes of any sort, lights, aerials, awnings, newspaper holders, mailboxes, flag poles, basketball backboards, appliances or other exterior attachments or alterations), except for alterations to the interior of a dwelling, shall be made to the Limited Common Elements or to a Talnuck Unit or the dwelling constructed within a Talnuck Unit.

Section 8.02 Submission of Plans and Plan Approval to the Talnuck Architectural Control Committee. All plans, specifications and other related materials for any and all improvements and/or alterations to a Talnuck Unit or the exterior of a Talnuck Dwelling shall be filed with the TACC for approval or disapproval. Said plans and specifications shall show the nature, kind, shape, height of such alteration, together with the materials to be used in connection with such improvement and/or alteration. The TACC shall have the authority to review, approve or disapprove all or any part of the plans or specifications. The TACC shall have the right to refuse to approve all or any part of any plans or specifications which are not suitable or desirable, in the sole discretion of the TACC, for aesthetic or other reasons. In considering such plans and specifications, the TACC shall have the right to take into consideration the compatibility of the proposed improvement and/or alteration with the surroundings and the effect of the improvement and/or alteration on the view from adjacent or neighboring properties, including the view of the Talnuck Units from the golf course. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical.

A report in writing setting forth the decision of the TACC, and the reasons for such decision, shall be furnished by the TACC to the applicant within thirty (30) days from the date the TACC receives a complete set of plans, specifications and other materials from the applicant. The TACC will aid and cooperate with a Talnuck Owner submitting plans and specifications for an improvement and/or alteration of a Talnuck Unit and the TACC shall make suggestions based upon its review of preliminary sketches. Talnuck Owners are encouraged to submit preliminary sketches for informal comment prior to the submission of formal drawings and specifications. If the TACC fails to give written notice of its disapproval of any final plans and specifications submitted pursuant to the requirements of this Section 8.02 within thirty (30) days from the date they are submitted, the TACC shall be deemed to have denied the plans and specifications. The TACC shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 (\$250.00) Dollars, to reimburse the TACC for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials.

Builders shall not be subject to the provisions of this Section 8.02. However, builders must obtain Developer's approval as provided in Article VI of the Condominium Bylaws of Oakhurst. Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the TOA, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. The TOA hereby reserves the right to enter into agreements with any Talnuck Owner (without the consent of any other adjoining or adjacent Talnuck Owner, but subject to the approval of the Developer or the Oakhurst Architectural Control Committee, if required by the Master Deed) to deviate from any or all of the restrictions set forth in this Article VIII, provided that said Talnuck Owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said Talnuck Owner. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Talnuck Unit or dwelling.

Section 8.03 Submission of Plans and Plan Approval to the Oakhurst Architectural Control Committee Pursuant to the Master Deed. Following approval of any improvements and/or alterations to a Talnuck Unit by the TACC, a Talnuck Owner shall, if required by the Master Deed, submit all plans, specifications and other related materials for such improvements and/or alterations with the Oakhurst Architectural Control Committee for approval or disapproval pursuant to the Master Deed. The TACC's approval of a Talnuck Owner's plans and specifications does not constitute a representation or warranty that such plans and specifications will be approved by the Oakhurst Architectural Control Committee.

Section 8.04 Talnuck Architectural Control Committee. At such time as the fee simple interest in one hundred (100%) percent of the Talnuck Units have been conveyed to persons other than builders, or, at such earlier time as Developer may elect, Developer shall delegate and assign all of its rights, duties and obligations as set forth in Articles VII and VIII, to the TACC or to the TOA. Such instrument, when executed by the assignee shall, without further act, release Developer from the obligations and duties in connection therewith. If such assignment or delegation is made, the acts and decisions of the assignee or delegatee as to any matters herein set forth shall be binding upon all interested parties. If Developer assigns its rights and obligations under Articles VII and VIII to the TACC, the TACC shall consist of no less than three (3) Members and no more than five (5) Members, to be appointed by Developer or its designated representative. Developer may transfer his right to appoint members of the TACC to the TOA. Until such time, however, Developer reserves the right to appoint and remove members of the TACC in its sole discretion.

ARTICLE IX GENERAL PROVISIONS

Section 9.01 Amendment.

(a) Developer may amend the covenants, conditions, restrictions and agreements of this Talnuck Declaration without the consent of any other Talnuck Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Talnuck Unit or portion of the Neighborhood, including mortgagees and others), at any time prior to the sale of all of the Talnuck Units to persons other than builders. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the applicable local municipality if such approval is required.

(b) In addition to the foregoing, the covenants, conditions, restrictions and agreements of this Talnuck Declaration may be amended at any time following the date on which all of the Talnuck Unit have been sold and conveyed to persons other than builders, by a written instrument signed by the Owners of seventy-five (75%) percent of the total Talnuck Units within the Neighborhood. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the applicable local municipality if such approval is required.

Section 9.02 Term. The covenants, conditions, restrictions and agreements of this Talnuck Declaration shall continue in full force and effect and shall run with and bind the Talnuck Neighborhood for a period of thirty (30) years from the date this Talnuck Declaration is recorded and shall thereafter automatically be extended for successive periods of ten (10) years each, unless terminated by written instrument executed by: (i) the Owners of not less than seventy-five (75%) percent of the total Talnuck Units in the Neighborhood; and (ii) Developer, in the event Developer then continues to own any Talnuck Units or any portion of the Neighborhood.

Section 9.03 Enforcement. Developer, the TOA and any Talnuck Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Talnuck Declaration. Failure by Developer, the TOA or any Talnuck Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time thereafter.

Section 9.04 Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets of the TOA shall be paid to the TOA and shall be the property of the TOA and not of its Members or any other persons or entities.

Section 9.05 Severability. The invalidation of any one or more of the covenants, conditions, restrictions and agreements of this Talnuck Declaration by judgment or court order, shall in no way affect the validity of any of the other provisions of this Talnuck Declaration, and the same shall remain in full force and effect.

Section 9.06 Notices. Each Talnuck Owner shall file the correct mailing address of such Talnuck Owner with Developer and shall promptly notify Developer in writing of any subsequent change of address. Developer shall maintain a file of such addresses and make the same available to the TOA. A written or printed notice, deposited in the United States Mail, postage prepaid and addressed to any Talnuck Owner at his last known address shall be sufficient and proper notice to such Talnuck Owner, wherever notices are required in this Talnuck Declaration.

Section 9.07 Number and Gender. As used in this Talnuck Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

Section 9.08 Execution of Additional Documents. Each of the Talnuck Owners, at no expense to him or herself, hereby agrees, at the request of Developer or the TOA, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of Developer or the TOA, to carry out the purposes of this Talnuck Declaration.

Section 9.09 Assignment of Developer's Rights. Developer shall have the right to assign all of its rights and obligations under this Talnuck Declaration, including the power to approve or disapprove any act, use or proposed action, to any other person or entity or to the TOA. Any such assignment shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

[Signature on following page]

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1036
EXHIBIT "B" TO THE AMENDED MASTER DEED OF

OAKHURST

INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

NOTES:

THE (*) AS SHOWN IN THE SHEET AND AMENDED OR ARE NEW SHEETS WHICH DATED SEPT. 28, 1999. THESE SHEETS SUBMISSION ARE TO REPLACE OR BE TO THOSE SHEETS PREVIOUSLY RECORD.

PROFESSIONAL ENGINEERING ASSOCIATION
PREPARED THE ORIGINAL DRAWINGS &
SHEETS 1 THROUGH 25.

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 HOLLYWOOD, CALIF. 91605

WILLIAMS AND ASSOCIATES
10309 GRAND AVENUE, STE. 110
MOM, MICHIGAN 48139-1123

LEGAL DESCRIPTION

Part of Section 24, Township 2 North, Range 2 East, Independence
County, Missouri.

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(SEE SHEET 1A FOR CONTINUATION)

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OAKHURST

TITLE	PAGE
1. Introduction	1
2. Literature Review	2
3. Methodology	3
4. Results	4
5. Discussion	5
6. Conclusion	6
7. References	7
8. Appendix	8
9. Bibliography	9
10. Index	10
11. Glossary	11
12. Acknowledgments	12
13. Author's Note	13
14. Correspondence	14
15. Contact Information	15
16. Declaration of Interest	16
17. Funding	17
18. Data Availability	18
19. Ethics Approval	19
20. Consent	20
21. Assurances	21
22. Confidentiality	22
23. Data Security	23
24. Data Management	24
25. Data Analysis	25
26. Data Interpretation	26
27. Data Reporting	27
28. Data Archiving	28
29. Data Sharing	29
30. Data Access	30
31. Data Use	31
32. Data Storage	32
33. Data Backup	33
34. Data Recovery	34
35. Data Restoration	35
36. Data Migration	36
37. Data Transfer	37
38. Data Exchange	38
39. Data Interchange	39
40. Data Integration	40
41. Data Interoperability	41
42. Data Compatibility	42
43. Data Conformance	43
44. Data Adherence	44
45. Data Compliance	45
46. Data Conformity	46
47. Data Consistency	47
48. Data Coherence	48
49. Data Cohesiveness	49
50. Data Cohesion	50
51. Data Cohesiveness	51
52. Data Cohesion	52
53. Data Cohesiveness	53
54. Data Cohesion	54
55. Data Cohesiveness	55
56. Data Cohesion	56
57. Data Cohesiveness	57
58. Data Cohesion	58
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60. Data Cohesion	60
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62. Data Cohesion	62
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64. Data Cohesion	64
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67. Data Cohesiveness	67
68. Data Cohesion	68
69. Data Cohesiveness	69
70. Data Cohesion	70
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72. Data Cohesion	72
73. Data Cohesiveness	73
74. Data Cohesion	74
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93. Data Cohesiveness	93
94. Data Cohesion	94
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96. Data Cohesion	96
97. Data Cohesiveness	97
98. Data Cohesion	98
99. Data Cohesiveness	99
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INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

2025 RELEASE UNDER E.O. 14176

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[illegible]

<i>Chif Salin</i>	OAKHURST
Mr. Robert GARDNER JR. 6198	LEGAL DESCRIPTION - P. 104
	 SUTTER, KEAST & ASSOCIATES, INC. REALTY CONSULTANTS <small>Member National Association of Realtors</small> 1000 Market Street, Suite 700 • San Francisco, CA 94102 Tel. 415-774-2200 • Fax 415-774-2201

UNIT AREA TABLE

UNIT NO.	UNIT AREA (SQ.FT.)	UNIT NO.	UNIT AREA (SQ.FT.)	UNIT NO.	UNIT AREA (SQ.FT.)
83	37,319	114	34,938	145	19,271
84	32,758	115	40,584	146	19,271
85	44,373	116	32,108	147	18,880
86	31,566	117	19,034	148	19,239
87	26,312	118	19,034	149	21,235
88	37,198	119	22,134	150	25,217
89	30,458	120	21,788	151	21,703
90	23,575	121	22,528	152	19,232
91	21,998	122	22,130	153	17,494
92	24,828	123	17,797	154	15,400
93	37,067	124	18,061	155	15,400
94	33,239	125	19,130	156	15,400
95	34,397	126	19,181	157	15,783
96	21,285	127	18,374	158	15,950
97	28,378	128	18,374	159	18,000
98	23,050	129	20,880	160	18,000
99	19,780	130	16,438	161	16,500
100	19,151	131	18,831	162	17,688
101	18,700	132	22,891	163	17,821
102	18,700	133	20,894	164	19,920
103	18,700	134	17,378	165	22,172
104	18,700	135	18,000	166	18,284
105	18,109	136	17,988	167	23,896
106	28,309	137	15,681	168	28,412
107	23,082	138	15,763	169	21,670
108	20,829	139	15,400	170	21,942
109	17,487	140	15,400	171	17,378
110	21,003	141	15,400	172	18,500
111	18,195	142	15,400	173	18,500
112	21,884	143	18,644	174	18,500
113	24,902	144	18,634	175	18,500
				176	18,500
				177	25,011
				178	25,011
				179	25,011
				180	25,011
				181	25,011
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				192	25,011
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				197	25,011
				198	25,011
				199	25,011
				200	25,011

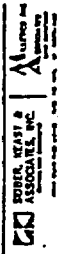
PARK AREA TABLE

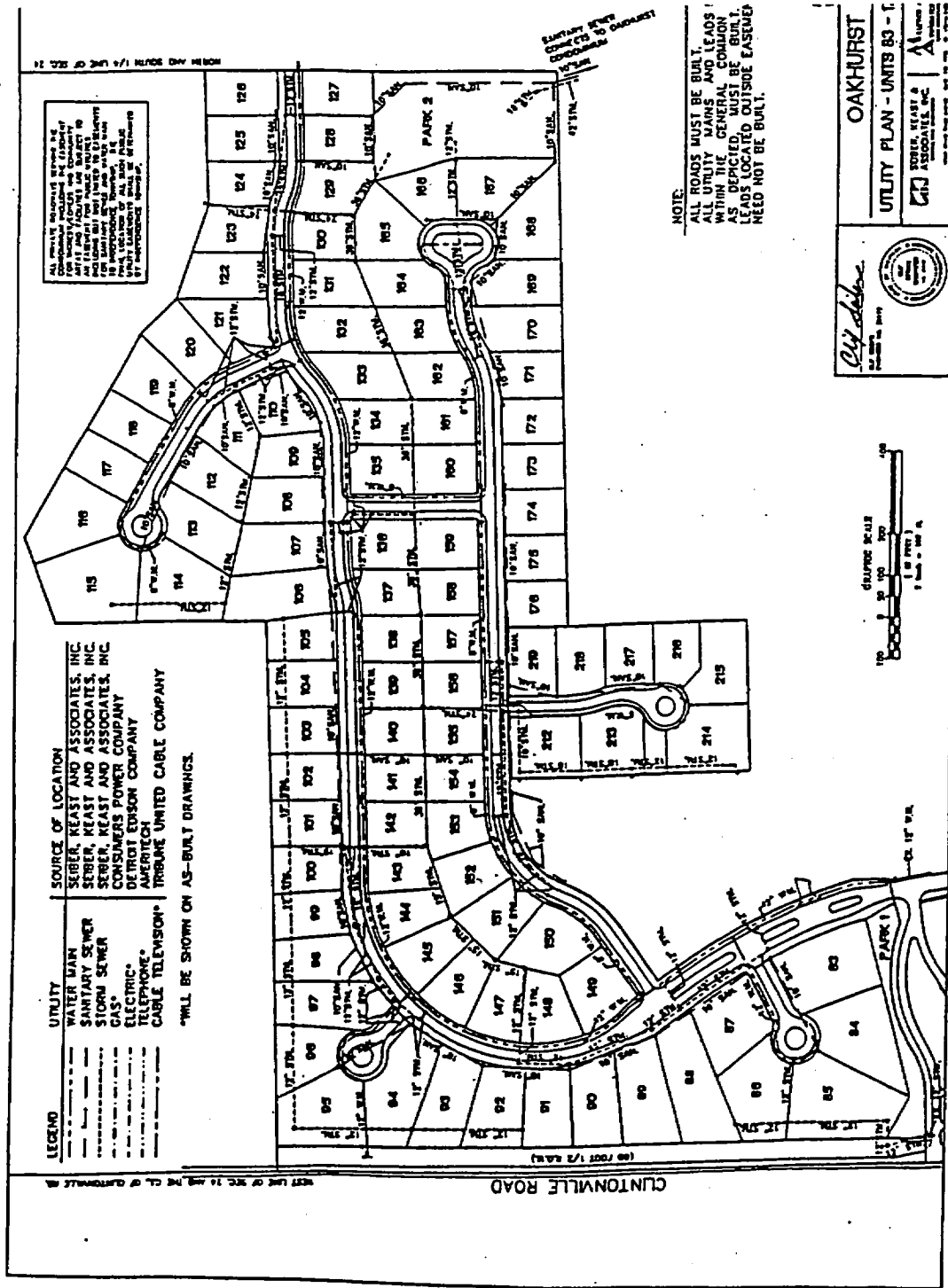
PARK NO.	PARK AREA (SQ.FT.)
PARK 1	22,916
PARK 2	96,918
FORBURN PARK	8,388

PRO
9-2

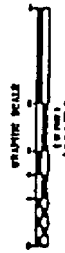
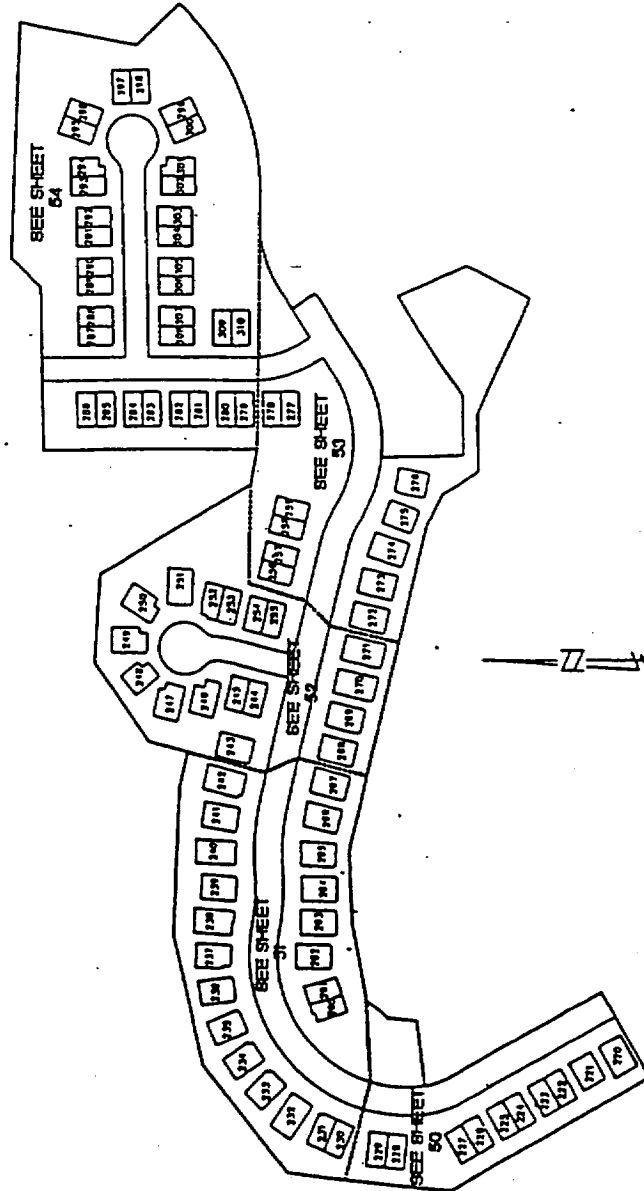
OAKHURST


AREA AND VOLUME DATA - UNITS 83 -






Unit 20798 .. 208

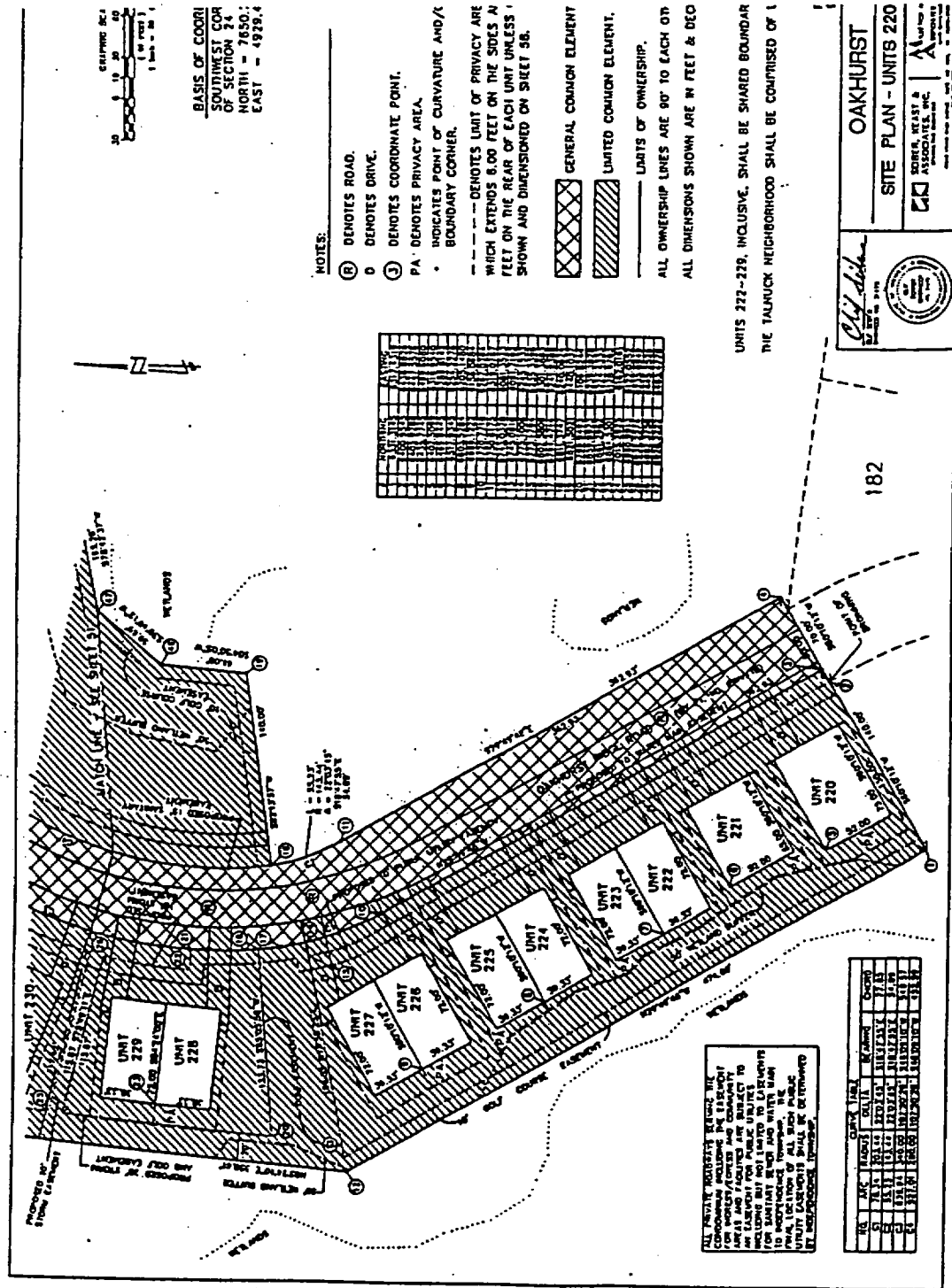




OAKHURST
COMPOSITE PLAN - UNITS 1
THROUGH 208
DESIGNED BY
ASSOCIATES, INC.
DATE: 10/1/88




DAVID A. SMITH
STATE OF CALIFORNIA
LICENSE NO. 45678
EXPIRATION DATE: 12/31/90



- (R) DENOTES ROAD.
D DENOTES DRIVE.
(3) DENOTES COORDINATE POINT.
PA DENOTES PRIVACY AREA.
• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

-- -- -- DENOTES LIMIT OF PRIVACY AREA WHICH EXTENDS 8.00 FEET ON THE SIDES AND FEET ON THE REAR OF EACH UNIT UNLESS OTHERWISE SHOWN AND DIMENSIONED ON SHEET 5B.

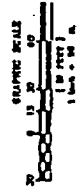
GENERAL COMMON ELEMENT.

 LIMITED COMMON ELEMENT.

———— LIMITS OF OWNERSHIP.

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
ALL DIMENSIONS SHOWN ARE IN FEET & DEC.

BASE OF COORDINATE:
SOUTHWEST CORNER
OF SECTION 34
NORTH - 7650.2873
EAST - 4925.4939

[illegible]

UNITS 244-245 & 252-255, INCLUSIVE, SHALL BE SHARED BOUNDARY
THE TAINUCK NEIGHBORHOOD SHALL BE COMPRISED OF UNITS 220-311

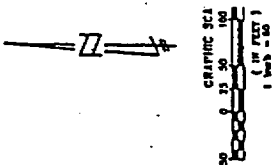
[illegible]

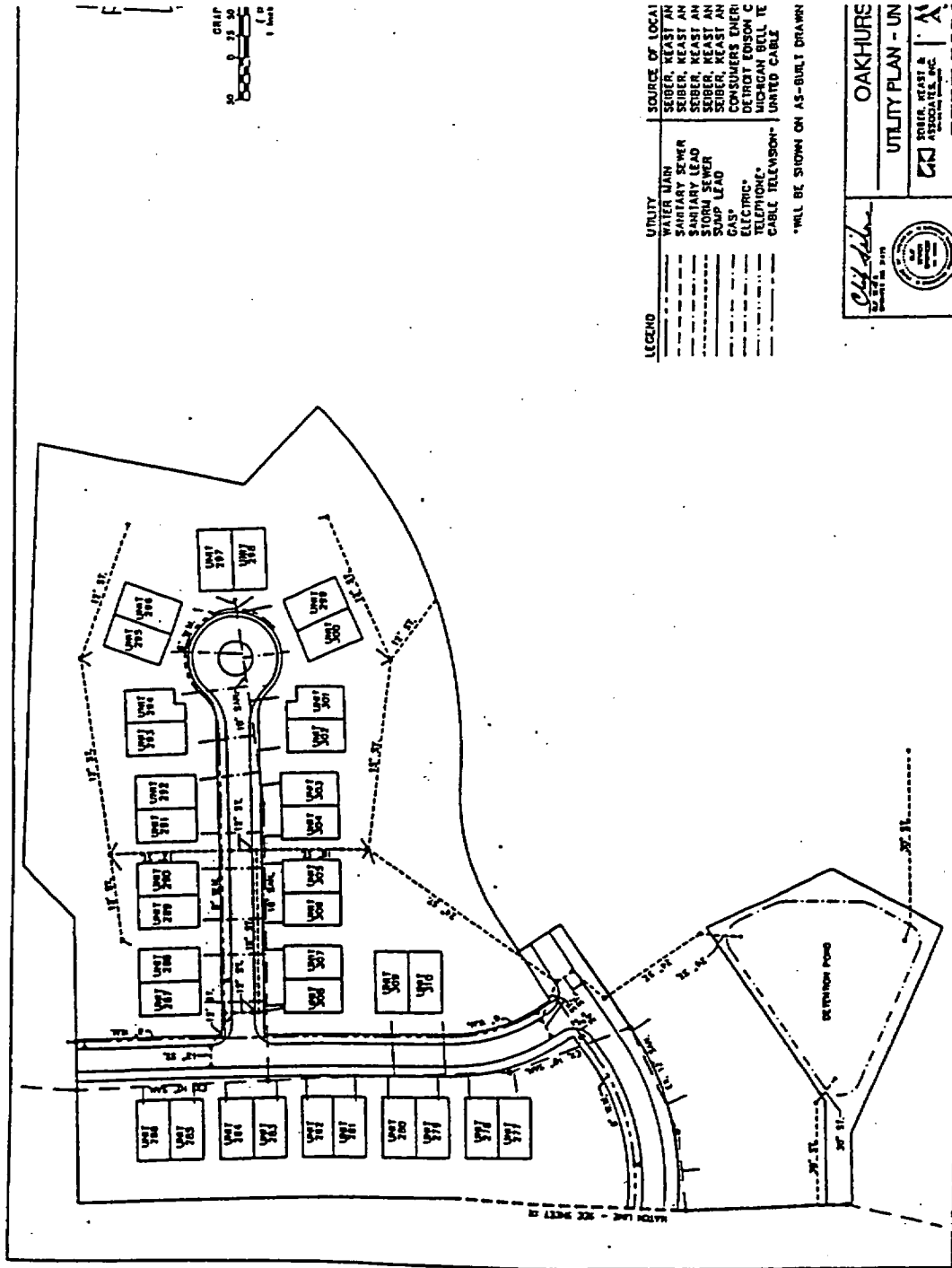
OAKHURST

SITE PLAN - UNIT 9 243-25

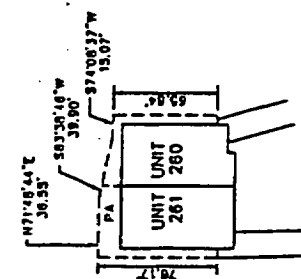
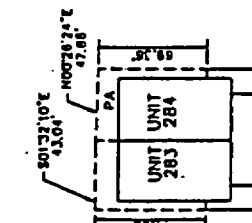
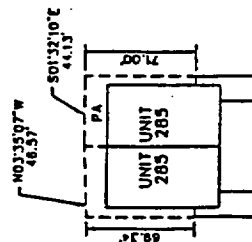
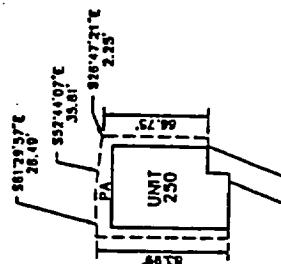
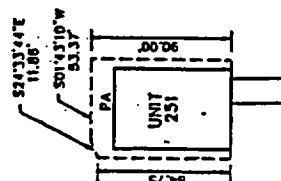
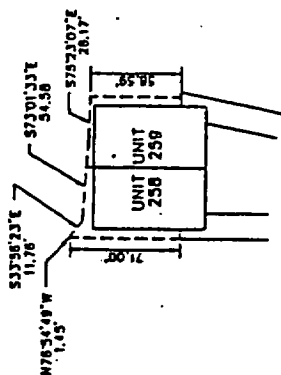
SEIBER, HEAST & ASSOCIATES, INC.


1. **NAME** _____
 2. **ADDRESS** _____
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UNIT	NAME	AGE	SEX	DATE	UNIT AVERAGE				TOTAL			
					1949	1950	1951	1952	1949	1950	1951	1952
101	JOHN	21	M	1949	100	100	100	100	400	400	400	400
102	JANE	22	F	1949	100	100	100	100	400	400	400	400
103	JOHN	23	M	1949	100	100	100	100	400	400	400	400
104	JANE	24	F	1949	100	100	100	100	400	400	400	400
105	JOHN	25	M	1949	100	100	100	100	400	400	400	400
106	JANE	26	F	1949	100	100	100	100	400	400	400	400
107	JOHN	27	M	1949	100	100	100	100	400	400	400	400
108	JANE	28	F	1949	100	100	100	100	400	400	400	400
109	JOHN	29	M	1949	100	100	100	100	400	400	400	400
110	JANE	30	F	1949	100	100	100	100	400	400	400	400
111	JOHN	31	M	1949	100	100	100	100	400	400	400	400
112	JANE	32	F	1949	100	100	100	100	400	400	400	400
113	JOHN	33	M	1949	100	100	100	100	400	400	400	400
114	JANE	34	F	1949	100	100	100	100	400	400	400	400
115	JOHN	35	M	1949	100	100	100	100	400	400	400	400
116	JANE	36	F	1949	100	100	100	100	400	400	400	400
117	JOHN	37	M	1949	100	100	100	100	400	400	400	400
118	JANE	38	F	1949	100	100	100	100	400	400	400	400
119	JOHN	39	M	1949	100	100	100	100	400	400	400	400
120	JANE	40	F	1949	100	100	100	100	400	400	400	400





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 Washington, D.C. 20036

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 FAX (202) 336-8000

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