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 G. WILLIAM CADDELL, CLERK/REGISTER OF

**SIXTH AMENDMENT TO MASTER DEED OF  
 OAKHURST**

This Sixth Amendment to Master Deed (this "Sixth Amendment") is made and executed on this 13 day of April, 2000 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.

**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 a First Amendment to Master Deed of Oakhurst, recorded on October 23, 1998 in Liber 19091, Pages 837 through 868, Oakland County Records, a Second Amendment to Master Deed of Oakhurst, recorded on October 21, 1999 in Liber 20695, Pages 340 through 356, Oakland County Records, a Third Amendment to Master Deed of Oakhurst, recorded on November 16, 1999 in Liber 20798, Pages 172 through 217, Oakland County Records, a Fourth Amendment to Master Deed of Oakhurst, recorded on December 28, 1999, in Liber 20927, Pages 176 through 193, Oakland County Records, and a Fifth Amendment to Master Deed of Oakhurst, recorded on December 28, 1999, in Liber 20927, Pages 196 through 212, Oakland County Records (collectively, the "Master Deed"), and known as Oakland County Condominium Subdivision Plan No. 1036.

B. The Third Amendment to Master Deed of Oakhurst referenced above (the "Third Amendment") established the Neighborhood known as Talnuck within the Condominium Project. The Third Amendment also described the rights and duties of Co-owners of Talnuck Units, and provided for the establishment of the Talnuck Owners Association. 08-24-301-00

C. Pursuant to the authority reserved to Developer under Article VIII of the Master Deed as the sole owner of the Units comprising the Talnuck Units, and under Section 90(1) of the Act, as well as pursuant to Section 9.01(a) of the Talnuck Neighborhood Declaration of Covenants, Conditions and Restrictions which is attached as Exhibit C to the Third Amendment, Developer desires to further amend the Master Deed to amend certain rights and duties of Co-owners of the Talnuck Units and the Talnuck Owners Association. 10

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

**ARTICLE I**

**UNITS AFFECTED BY SIXTH AMENDMENT**

This Sixth Amendment to the Master Deed shall apply only to the Talnuck Neighborhood, consisting of Units 220 through 310, inclusive, that were incorporated in the Condominium pursuant to the Third Amendment to the Master Deed of Oakhurst, recorded in Liber 20798, Pages 172 through 217, Oakland County Records ("Third Amendment").

**O.K. - LG**

ARTICLE II

MAINTENANCE OF TALNUCK UNITS AND  
TALNUCK LIMITED COMMON ELEMENTS

Paragraph 4 of the Third Amendment is replaced in its entirety with the following:

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 cost of decorating, maintaining, repairing and replacing any dwelling (including common foundation and fire walls within Shared-Boundary Units) and the various utility leads serving the dwelling shall be borne by the owner of the Talnuck Unit within which such dwelling is located.
  - (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. In addition, the TOA shall be responsible for performing any required repairs to dwelling exteriors. If the TOA performs any repairs with respect to a dwelling exterior, the Talnuck Owner of such dwelling shall be assessed for the TOA's cost of performing such repairs.
    - (b) Roofs. The TOA shall be responsible for the maintenance, repair and replacement of the roofs of dwellings constructed within Talnuck Units. If the TOA performs any maintenance, repairs or replacements with respect to the roof of any dwelling, the Talnuck Owner of such dwelling shall be assessed for the TOA's cost of performing such maintenance, repair and/or replacement work.
    - (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.



STATE OF MICHIGAN            )  
  ) SS  
COUNTY OF OAKLAND         )

The foregoing instrument was acknowledged before me this 13 day of April, 2000 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: ~~Notary Public, Macomb County, MI~~  
  KAREN A. HART  
  Acting in Oakland County, MI  
  My Commission Expires Feb. 28, 2001

Sixth Amendment to Master Deed drafted by:  
Mark S. Cohn, Esq.  
SEYBURN, KAHN, GINN,  
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2000 Town Center, Suite 1500  
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When recorded, return to:  
C. Kim Shierk, Esq.  
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EXHIBIT "A"

TO SIXTH AMENDMENT TO MASTER DEED OF OAKHURST

A. Article IV, Section 4.02 of the Talnuck Declaration is amended in its entirety to provide as follows:

4.02 Responsibilities of the Talnuck Owners. Each Talnuck Owner, including Owners of Shared-Boundary Units, should obtain liability 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. Each Talnuck Owner, other than owners of Shared-Boundary Units, should also obtain 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 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 a fire or other casualty. The TOA shall have absolutely no responsibility for obtaining such coverages.

B. Article IV of the Talnuck Declaration is amended to add the following as Section 4.05:

4.05 Casualty Insurance With Respect To Shared-Boundary Units.

(a) Notwithstanding anything to the contrary contained in Section 4.02 of the Talnuck Declaration, the TOA shall, as authorized agent for each and every Owner of a Shared-Boundary Unit, maintain fire and extended coverage, vandalism and malicious mischief insurance, insuring the dwellings constructed within Shared-Boundary Units against fire and other perils covered by standard extended coverage. Such insurance shall be in an amount equal to the insurable replacement value, excluding foundation and excavation costs, as determined annually by the TOA Board of Directors in consultation with the TOA's insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs. Such coverage shall also include interior

walls within any dwelling constructed within a Shared-Boundary Unit and the pipes, wire, conduits and ducts contained therein, but shall not include any fixtures, appliances, equipment and/or trim within any such dwelling. It shall be each Shared-Boundary Unit Owner's responsibility to determine the necessity for obtaining insurance coverage for all interior portions of such Owner's dwelling, including all fixtures, appliances, equipment, trim and other items or attachments located within such Owner's dwelling, and the TOA shall have no responsibility whatsoever for obtaining such coverage unless specifically agreed in writing between the TOA and such Co-Owner. Any casualty insurance obtained by the TOA for the benefit of the Shared-Boundary Unit Owners shall contain such deductible amounts as are determined by the TOA Board of Directors from time to time. All information in the TOA's records regarding insurance coverage for Shared-Boundary Units shall be made available to all Shared-Boundary Unit Owners upon request, during normal business hours, so that the Owners of Shared-Boundary Units shall be able to judge the adequacy of coverage and at a properly constituted TOA meeting, to request the Board to change the nature and extent of any applicable coverages. Upon each annual re-evaluation and effectuation of coverage, the TOA shall notify all Shared-Boundary Unit Owners of the nature and extent of any changes in coverage.

- (b) Each Shared-Boundary Unit Owner shall be deemed to have appointed the TOA as his or her lawful attorney-in-fact to act in connection with all matters concerning the foregoing casualty insurance with respect to such Owner's Shared-Boundary Unit dwelling. Without limiting the foregoing, the TOA shall have the full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect insurance proceeds in the event of an insured casualty, to distribute the same to the TOA, the applicable Shared-Boundary Unit Owner and his or her mortgagee, as their interest may appear (subject to the Condominium Documents and the provisions of Section 5.02(b)(vi) of the Talnuck Declaration), to execute releases of liability and to execute all documents and to do all things on behalf of the Shared-Boundary Unit Owners as the TOA determines is necessary or convenient to accomplish the foregoing purposes.
- (c) All insurance referenced in this Section 4.05 will be purchased by the TOA for the benefit of the TOA, the Owners of Shared-Boundary Units and their mortgagees, as their interest may appear, and provision shall be made for the issuance of mortgagee endorsements to the mortgagees of Owners of Shared-Boundary Units.
- (d) Each Owner of a Shared-Boundary Unit shall remain responsible for obtaining liability insurance coverage at his or her own expense with respect to his or her Shared-Boundary Unit, the

dwelling constructed within his or her Unit and the Privacy Area and Limited Common Elements appurtenant thereto, in accordance with Section 4.02.

(e) Owners of Shared-Boundary Units shall be assessed by the TOA for all premiums on casualty insurance purchased by the TOA with respect to Shared-Boundary Units. Any such assessment shall be governed by the provisions of Article VI of the Talnuck Declaration. Owners of Units other than Shared-Boundary Units shall not be assessed for the cost of insuring the Shared-Boundary Units.

(f) The proceeds of all casualty insurance policies with respect to Shared-Boundary Units shall be received by the TOA, and shall be held in a separate account and distributed to the TOA and the applicable Owner and his or her mortgagee as their interest may appear; provided, however, that when the repair or reconstruction of the dwelling shall be required as provided in Section 5.02(b)(vi) of the Talnuck Declaration, the proceeds of any insurance received by the TOA, as a result of any damage to a dwelling within a Shared-Boundary Unit shall be retained by the TOA and utilized for performing the necessary repair or reconstruction of the damaged dwelling.

B. Section 5.02 of the Talnuck Declaration is amended in its entirety to provide as follows:

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 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) TOA Responsibility for Dwelling Exteriors, Roofs and Talnuck Limited Common Elements.

(i) Maintenance and Repair 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 also be responsible for performing any necessary repairs to dwelling exteriors. The cost of performing any exterior repairs to a dwelling shall be assessed against the Talnuck Owner of the applicable dwelling.

(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.

(v) Roofs. The TOA shall be responsible for the maintenance, repair and replacement of the roofs of dwellings constructed within Talnuck Units. If the TOA performs any maintenance, repairs or replacements with respect to the roof of any dwelling, the Talnuck Owner of such dwelling shall be assessed for the TOA's cost of performing such maintenance, repair and/or replacement work.



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

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

(vii) Garage Doors. The TOA shall be responsible for the painting and/or staining of the exterior surface of the garage doors of dwellings within Talnuck Units.

(viii) 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 TOA. The size and nature of the bulbs to be used in the Cupola Fixtures shall be determined by the TOA in its discretion. No 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. Talnuck Owners of dwellings containing Cupolas, shall grant the TOA reasonable access to such Owner's dwelling, to enable the TOA to perform its maintenance responsibilities with respect to Cupola Fixtures.

(ix) Utility Leads. The TOA shall perform any necessary repairs to utility leads servicing a Talnuck Unit and for repairing any damage to landscaped and paved areas caused by such repair activities. The cost of performing any such repairs shall be assessed against the Talnuck Owner of the applicable Talnuck Unit, in accordance with the provisions of Article VI of the Talnuck Declaration.

C. Article VI, Section 6.01 of the Talnuck Declaration is amended to add the following as subparagraphs (e) and (f):

- (e) Assessments upon specific Talnuck Units for the performance of repairs to dwelling exteriors, roofs and/or utility leads, in accordance with Section 5.02(b) of the Talnuck Declaration.
- (f) Assessments upon Shared-Boundary Units for the cost of maintaining casualty insurance with respect to dwellings located within Shared-Boundary Units, in accordance with Section 4.05 of the Talnuck Declaration, and assessments upon specific Shared-Boundary Units for the cost of performing casualty repairs with respect to dwellings in Shared-Boundary Units, in accordance with Section 5.02(b)(vi) of the Talnuck Declaration.

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