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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**

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The property which is subject to and which shall be held, transferred, sold, conveyed and occupied pursuant to this Tainuck Declaration is referred to as the Tainuck Neighborhood and the Tainuck 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 Tainuck Owner's Association (the "TOA"). The TOA and its Members shall have those rights and obligations which are set forth in this Tainuck 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 Tainuck Units, to maintain the Tainuck Limited Common Elements and to promote and maintain the desired character of the Tainuck Neighborhood.

Section 3.02 Membership. Developer or its designated representative and every Tainuck Owner shall be a Member of the TOA. Every Tainuck Owner shall become a Member commencing on the date on which said Tainuck 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 Tainuck 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 Tainuck 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 Tainuck Unit owned by the Class A Member. Where title to a Tainuck 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 Tainuck Unit. Where a Tainuck Unit has been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said Tainuck Unit. Multiple Tainuck Owners (including co-purchasers under a land contract) may exercise said one vote per Tainuck 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 Tainuck Owners fail to provide such notice to the TOA within thirty (30) days prior to the date set for a meeting, the Tainuck Owner whose name first appears on record title shall be deemed to be the Member authorized to vote on behalf of all the multiple Tainuck Owners and any vote cast in person or by proxy by said Tainuck Owner, or the failure of said Tainuck Owner to vote, shall be binding upon all such multiple Tainuck 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 Tainuck Unit owned by Developer. Class B membership shall terminate as to any Tainuck Unit owned by Developer at the time any such Tainuck Unit is sold and conveyed to a Tainuck Owner other than residential builders which hold such Tainuck Unit for resale purposes, which Tainuck 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 Tainuck Declaration. In the event there exists any conflict between the provisions contained

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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.

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Section 4.02 Responsibilities of the Tainuck Owners. Each Tainuck Owner should obtain liability and casualty insurance coverage at his or her own expense upon his or her Tainuck Unit, the dwelling constructed within his or her Unit, and the Privacy Area and Limited Common Elements appurtenant thereto. It shall be each Tainuck 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 Tainuck Unit or elsewhere in the Neighborhood and for his or her personal liability for occurrences within his or her Tainuck 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 Tainuck 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 Tainuck Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Tainuck Owner or the TOA.

Section 4.04 Indemnification. Each individual Tainuck Owner shall indemnify and hold harmless every other Tainuck Owner and the TOA for all damages and costs, including attorney's fees, which the other Tainuck Owners or the TOA may suffer as a result of defending any claim arising out of an occurrence on or within an individual Tainuck Owner's Unit or appurtenant Limited Common Elements. Each Tainuck 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 Tainuck Owner.

ARTICLE V TALNUCK DWELLINGS AND LIMITED COMMON ELEMENTS

Section 5.01. Tainuck Limited Common Elements. Pursuant to Paragraph 4 of the Third Amendment to Master Deed, the Tainuck Limited Common Elements, which shall be subject to the exclusive use and enjoyment of the owners of the Tainuck 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 Tainuck 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 Tainuck Unit.

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

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

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

(g) Irrigation System. The lawn irrigation system, together with any pumps, pipes, sprinkling heads and other appurtenances thereof located in Tainuck. Irrigation meters, controls and fixtures may be located inside various Tainuck Units and no Tainuck Owner shall restrict access thereto by the TOA or its

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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 Tainuck and depicted on the Condominium Subdivision Plan is restricted for the use of the owner of the Tainuck Unit which is adjacent to such Privacy Area. A Tainuck Owner may, upon receipt of the prior written consent of the Developer or its designated representative during the Construction and Sales Period, and the Tainuck 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 Tainuck Owner of the Tainuck Unit to which the Privacy Area is appurtenant.

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

(a) Tainuck Owner Responsibilities. It is anticipated that residential dwellings will be constructed within each Tainuck 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 Tainuck 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 Tainuck Architectural Control Committee and the Oakhurst Architectural Control Committee.

In the event a Tainuck 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 Tainuck Unit. All costs incurred by the TOA in performing any such responsibilities shall be assessed against such Tainuck 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 Tainuck 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 Tainuck Units shall be maintained by the Tainuck 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 Tainuck Units, each Tainuck Owner shall be responsible for the maintenance, repair and replacement of his or her garage door, including all related hardware and motors.

(ii) Cupola Lighting. The light fixtures within any cupola which is part of a Tainuck Owner's dwelling (the "Cupola Fixtures") shall be maintained by the Tainuck Owner. The size and nature of the bulbs to be used in the Cupola Fixtures shall be determined by the TOA in its discretion. No Tainuck Owner shall in any way modify the Cupola Fixture appurtenant to his or her Unit, nor shall he or she cause the electrical flow for the operation thereof to be interrupted at any time. The Cupola Fixtures shall operate on photoelectric cells, the timers of which shall be set by and at the discretion of the TOA.

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(iii) Roofs. While each Tainuck Owner shall be responsible for the maintenance, repair and replacement of the roof of his or her dwelling, Tainuck 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 Tainuck Owner shall be responsible for the utility leads servicing his or her Tainuck Unit, Tainuck 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 Tainuck 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 Tainuck Units. Such operations shall be performed by or at the direction of the TOA at such times, with such materials and by such contractors as the TOA shall, in its sole discretion, determine from time to time. 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 Tainuck Unit, with the exception of any landscaping which is installed by a Tainuck 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 Tainuck 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 Tainuck. Irrigation meters, controls and fixtures may be located inside various Tainuck Units and no Tainuck Owner shall restrict access thereto by the TOA or its agents. The TOA shall have the sole right to determine the times of operation of any irrigation system and no Co-owner shall interfere therewith.

ARTICLE VI
COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES

Section 6.01 Creation of the Lien and Personal Obligation for Assessments. Each Tainuck Owner, other than Developer, by accepting title to such Tainuck Unit, or, by entering into a land contract for the purchase of such Tainuck 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 Tainuck 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 Tainuck 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 Tainuck Units, to be established and collected as set forth below; and

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(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

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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 Tainuck 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 Tainuck Units within the Neighborhood.

(b) In addition to the assessments otherwise authorized in this Article VI, the TOA may, in the event a Tainuck 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 Tainuck 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 Tainuck 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 Tainuck Unit.

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

(iv) If said Tainuck 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 Tainuck Owner's Unit, complete the required work and assess the cost against such Tainuck 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 Tainuck 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 Tainuck Limited Common Element is damaged by any Tainuck Limited Common Element is damaged by any Tainuck Owner or such Owner's lessees, invitees or licensees, the TOA may levy a special assessment against such Tainuck Owner's Unit for the cost of repairing such damage to the applicable Tainuck Limited Common Element, by following the same procedures which are set forth in Section 6.05(b) above.

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Section 6.06 Apportionment of Assessments and Penalty for Default. Unless otherwise provided in this Tainuck Declaration or in the TOA Bylaws, all assessments levied by the TOA against the Tainuck Owners to cover expenses for the Neighborhood in accordance with this Tainuck Declaration shall be apportioned equally among the Tainuck Units and paid by the Tainuck Owners in advance in equal installments, at such intervals as are determined by the TOA's Board of Directors. A Tainuck Owner's payment obligations will commence with the acceptance of a deed to or a land contract vendee's interest in a Tainuck Unit, or with the acquisition of fee simple title to a Tainuck Unit by any other means. A Tainuck 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 Tainuck 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 Tainuck Unit which may be levied while such Tainuck Owner owns the Tainuck 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 Tainuck Units. No Tainuck 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 Tainuck Unit.

Section 6.08 Lien 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 Tainuck Unit(s) owned by the Tainuck Owner at the time of the assessment and upon the proceeds of sale of such Tainuck Unit(s). Any such unpaid sum shall constitute a lien against the Tainuck 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 Tainuck Owner defaults in the payment of any annual assessment installment levied against his or her Tainuck 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 Tainuck 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 Tainuck Owner of ingress or egress to and from his or her Tainuck Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Tainuck Unit from the Tainuck Owner thereof or any persons claiming under him or her. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Tainuck 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 Tainuck 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 Tainuck Unit with respect to which the assessment(s) is or are

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delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Tainuck Owner acknowledges that at the time of acquiring title to such Tainuck 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 Tainuck 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 Tainuck Owner with written notice, sent by first class mail, postage prepaid, addressed to the delinquent Tainuck Owner at his or her last known address, that one or more assessment installments levied against the pertinent Tainuck Unit is or are delinquent and that the TOA may invoke any of its remedies under these Tainuck 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 Tainuck Unit(s) and (v) the name(s) of the Tainuck 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 Tainuck Bylaws and under Michigan law. In the event the TOA elects to foreclose the lien by advertisement, the TOA shall notify the delinquent Tainuck 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 Tainuck Owner and shall be secured by a lien on his or her Tainuck Unit.

Section 6.10 Certificate With Respect to Assessments. The purchaser of any Tainuck Unit may request a statement from the TOA identifying the amount of any unpaid TOA regular or special assessments relating to such Tainuck 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 Tainuck 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 Tainuck 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 Tainuck Unit, any unpaid assessments and the lien securing them shall be fully enforceable against such purchaser and the Tainuck Unit itself, to the extent provided by the Act.

Section 6.11 Exemptions from Assessments.

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

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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:

(1) 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.

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(ii) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents which apply to the Neighborhood and this Tainuck Declaration, and the Tainuck 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 Tainuck Declaration, the TOA shall take the following action:

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

(2) The Tainuck 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 Tainuck 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 Tainuck Declaration. The TOA may hold both the tenant and the Tainuck Owner liable for any damages to the Limited Common Elements caused by the Tainuck Owner or tenant in connection with the Tainuck Unit or Neighborhood and for actual legal fees incurred by the TOA in connection with legal proceedings hereunder.

(iv) When a Tainuck Owner is in arrears to the TOA for assessments, the TOA may give written notice of the arrearage to the tenant occupying such Tainuck 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 Tainuck 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 Tainuck 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 Tainuck Owner's dwelling and/or Unit or requires commercial vehicles to travel to and from the Tainuck 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 Tainuck Units for resale to customers in the ordinary course of business. No noxious or offensive activities shall be carried on in or upon any Tainuck 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 Tainuck Unit or dwelling. No animal, including household pets, shall be maintained in or on any Tainuck Unit or dwelling unless specifically approved in writing by the TOA, except that a Tainuck Owner may maintain one (1) domesticated dog or cat in his or her Tainuck Unit. All animal life maintained in or on any Tainuck 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 Tainuck 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 Tainuck 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 Tainuck 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 Tainuck 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 Tainuck Owner or the guest of a Tainuck Owner may be parked in the Neighborhood for a period not to exceed three (3) days. A Tainuck 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 Tainuck Owner responsible for the presence of the vehicle in the manner provided in Article II hereof without liability to the TOA. Each Tainuck 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 Tainuck 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 Tainuck 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 Tainuck Units for resale in the ordinary course of business, during any construction period or during any periods that a Tainuck Unit may be used as a model or for display purposes.

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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 Tainuck Unit. No television or radio antennae or satellite dishes shall be constructed or erected upon the exterior of any Tainuck 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 Tainuck Owner shall maintain the dwelling within his or her Tainuck Unit, the Privacy Area (unless the TOA has agreed to maintain such Privacy Area) and any Tainuck Limited Common Elements appurtenant thereto for which he or she has maintenance responsibility in a safe, clean and sanitary condition. Each Tainuck 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 Tainuck Unit which are appurtenant to or which may affect any other Tainuck Unit. Each Tainuck 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 Tainuck Owner's Unit and dwelling resulting from the negligent acts or omissions of a Tainuck 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 Tainuck Owner for the excess amount necessary to pay for the repair and restoration.

Section 7.11 Structures in Tainuck Limited Common Elements and Easements. Except as otherwise permitted in the Master Deed or this Tainuck 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 Tainuck 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 Tainuck 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 Tainuck Declaration, Developer, and/or any builder which Developer or its designated representative may designate, may construct and maintain on any Tainuck 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 Tainuck 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 Tainuck 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 Tainuck 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

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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 Tainuck Unit or the dwelling constructed within a Tainuck Unit.

Section 8.02 Submission of Plans and Plan Approval to the Tainuck Architectural Control Committee. All plans, specifications and other related materials for any and all improvements and/or alterations to a Tainuck Unit or the exterior of a Tainuck 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 Tainuck 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 Tainuck Owner submitting plans and specifications for an improvement and/or alteration of a Tainuck Unit and the TACC shall make suggestions based upon its review of preliminary sketches. Tainuck 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 Tainuck Owner (without the consent of any other adjoining or adjacent Tainuck 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 Tainuck Owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said Tainuck 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 Tainuck 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 Tainuck Unit by the TACC, a Tainuck 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 Tainuck 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.

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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.

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Section 9.06 Notices. Each Tainuck Owner shall file the correct mailing address of such Tainuck 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 Tainuck Owner at his last known address shall be sufficient and proper notice to such Tainuck Owner, wherever notices are required in this Tainuck Declaration.

Section 9.07 Number and Gender. As used in this Tainuck 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 Tainuck 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 Tainuck Declaration.

Section 9.09 Assignment of Developer's Rights. Developer shall have the right to assign all of its rights and obligations under this Tainuck 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]

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IN WITNESS WHEREOF, the undersigned has hereunto set its hands on the day and year first set forth above.

WITNESSES:

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

Karen A. Hart
Print Name: KAREN A. HART

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

Kenneth R. Davis
Print Name: KENNETH R. DAVIS

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

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
Acting in Oakland

Talnuck Neighborhood Declaration of Covenants,

Conditions and Restrictions drafted by:

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

REPLAT NO. 3 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1036 EXHIBIT "B" TO THE AMENDED MASTER DEED OF **OAKHURST** INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SURVEYOR
MILLETTS AND ASSOCIATES
40399 GRAND RIVER AVE., STE. 110
NOVI, MICHIGAN 48375-2123

ENGINEER
SEIBER, KEAST AND ASSOCIATES, INC.
40399 GRAND RIVER AVE., STE. 110
NOVI, MICHIGAN 48375-2123

DEVELOPER
OAKHURST LAND, L.L.C.
1400 N. WOODWARD AVENUE, SUITE 270
BLOOMFIELD HILLS, MICHIGAN 48304-2856

LEGAL DESCRIPTION

Part of Section 24, Township 4 North, Range 9 East, Independence Township, Michigan.

Commencing at the Southwest Corner of Section 24, said point being the Point of Beginning, thence along the West line of said Section 24, N 131°26' W, 285.23 feet to the West 1/4 Corner of said Section 24; thence along the West line of said Section 24, N 129°31' W, 270.08 feet; thence N 88°30'29" E, 60.00 feet; thence N 79°43'18" E, 566.45 feet; thence North 83°12'38" E, 84.16 feet to a non-tangent curve, thence 52.41 feet along a curve to the right, radius 1000.00 feet, central angle 330°10', chord bearing S 57°17'18" E, 52.40 feet; thence N 86°12'44" E, 150.00 feet to a non-tangent curve, thence 84.35 feet, along a curve to the right, radius 1500.00 feet, central angle 32°08'11", chord bearing S 72°52'55" W, 522.95 feet; thence S 28°19'05" W, 677.46 feet; thence N 61°41'02" W, 150.00 feet; thence S 28°18'58" W, 27.86 feet to a curve, thence 275.43 feet, along a curve to the left, radius 270.00 feet, central angle 58°26'52", chord bearing S 0°34'27" E, 283.64 feet; thence S 30°07'53" E, 15.86 feet; thence N 59°52'07" E, 150.00 feet; thence S 30°07'53" E, 27.88 feet to a curve, thence 262.67 feet, along a curve to the right, radius 1180.00 feet, central angle 12°45'15", chord bearing S 23°45'18" E, 382.13 feet; thence S 72°57'22" W, 150.00 feet to a non-tangent curve, thence 58.80 feet, along a curve to the right, radius 1030.00 feet, central angle 31°6'16", chord bearing S 15°44'30" E, 58.80 feet; thence N 75°33'38" E, 150.00 feet to a non-tangent curve, thence 21.24 feet, along a curve to the right, radius 1180.00 feet, central angle 1°01'53", chord bearing S 13°35'26" E, 21.24 feet; thence S 13°04'26" E, 160.24 feet; thence S 76°55'31" W, 150.00 feet; thence S 13°04'29" E, 117.88 feet to a curve, thence 82.24 feet, along a curve to the left, radius 200.00 feet, central angle 26°25'32", chord bearing S 26°17'15" E, 91.43 feet; thence N 50°29'58" E, 182.45 feet; thence N 71°22'44" E, 287.95 feet; thence S 62°12'57" E, 265.40 feet; thence S 26°12'21" E, 554.22 feet; thence S 48°34'24" W, 389.83 feet; thence S 12°10'09" E, 60.00 feet to the South line of said Section 24; thence along the South line of said Section 24, S 88°36'51" W, 1170.56 feet to the Point of Beginning, containing 53.106 acres (2,313,297 square feet), more or less.

And also, a part of the Northwest 1/4 of Section 24, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, being more particularly described as commencing at the West 1/4 Corner of said Section 24; thence North 01°29'31" West, 420.22 feet, along the West line of said Section 24 and the centerline of Clintonville Road (60.00 feet 1/2 right-of-way), to the Point of Beginning, thence continuing North 01°29'31" West, 1554.94 feet, along the West line of said Section 24 and the centerline of said Clintonville Road, to the Southwest corner of "Water's Clarkson - Orion Acres", as recorded in Liber 64 of Plats, Page 14, Oakland County Records, thence North 88°13'26" East, 1320.79 feet (previously recorded as North 88°24'07" East, 1318.26 feet), along the Southerly line of said "Water's Clarkson - Orion Acres", thence North 01°21'53" West, (previously recorded as North 01°09'55" West), 507.29 feet, along said "Water's Clarkson - Orion Acres", thence North 69°08'06" East, 278.42 feet; thence South 60°34'53" East, 562.48 feet; thence South 44°24'35" East, 120.47 feet; thence South 7°25'53" East, 234.84 feet; thence North 88°13'26" East, 330.73 feet, to the North line of said Section 24; thence South 01°32'10" East, 837.17 feet, along the North and South 1/4 line of said Section 24, thence South 88°13'26" West, 1336.84 feet; thence North 01°46'34" West, 150.00 feet; thence South 88°13'26" West, 428.19

feet; thence 238.56 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 63°20'34", and a chord bearing a distance of South 5°03'09" West, 224.87 feet; thence 157.80 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 34°46'23" and a chord bearing a distance of South 37°16'04" West, 155.38 feet; thence South 54°39'15" West, 177.09 feet; thence South 33°20'45" East, 51.94 feet; thence 482.06 feet along a curve to the right, said curve having a radius of 1550.00 feet, a central angle of 17°49'10" and a chord bearing a distance of South 26°26'10" East, 480.12 feet; thence South 01°56'23" East, 82.03 feet; thence South 75°12'32" West, 112.83 feet; thence 313.53 feet, along a curve to the left, said curve having a radius of 336.00 feet, a central angle of 53°27'53" and a chord bearing a distance of South 83°38'32" West, 302.28 feet; thence 112.50 feet, along a curve to the right, said curve having a radius of 204.00 feet, a central angle of 31°35'54" and a chord bearing a distance of South 72°42'32" East, 112.83 feet; thence South 88°30'29" West, 163.07 feet, to the Point of Beginning. All of the above containing 62.139 Acres. All of the above being subject to the rights of the public in Clintonville Road. All of the above being subject to easements, restrictions and right-of-ways of record.

And also, a part of the Southwest 1/4 of Section 24, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, more particularly described as commencing at the Southeast Corner of said Section 24; thence North 88°36'51" East, 1170.56 feet along the South line of said Section 24 and the centerline of Wadon Road (60.00 feet 1/2 right-of-way), to the Point of Beginning, thence North 01°23'09" West, 60.00 feet; thence North 48°34'24" East, 389.83 feet; thence North 26°12'21" West, 554.22 feet; thence North 14°33'34" East, 458.06 feet; thence South 79°30'18" East, 149.08 feet; thence 122.76 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 35°03'17" and a chord bearing a distance of North 12°18'12" West, 120.45 feet; thence North 29°49'48" West, 27.19 feet; thence North 60°10'12" East, 80.00 feet; thence South 82°44'16" East, 453.40 feet; thence South 62°53'31" East, 254.62 feet; thence South 32°51'08" East, 132.73 feet; thence South 08°34'54" East, 195.00 feet; thence South 36°16'07" East, 93.13 feet; thence South 5°40'15" East, 157.95 feet; thence South 21°14'29" West, 103.11 feet; thence South 50°21'07" West, 103.42 feet; thence South 72°49'44" West, 318.26 feet; thence South 01°23'09" East, 428.04 feet, to the South line of said Section 24 and the centerline of said Wadon Road, thence South 88°36'51" West, 787.49 feet, along the South line of said Section 24 and the centerline of said Wadon Road, to the Point of Beginning. All of the above containing 25.738 Acres. All of the above being subject to the rights of the public in Wadon Road. All of the above being subject to easements, restrictions and right-of-ways of record.

And also,

A part of the Northwest 1/4 of Section 24, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, more particularly described as commencing at the West 1/4 Corner of said Section 24; thence North 01°29'31" West, 420.22 feet, along the West line of said Section 24 and the centerline of Clintonville Road (60.00 feet 1/2 right-of-way), thence North 88°30'29" East, 163.07 feet, along the Southerly line of "Oakhurst Condominium", Oakland County Condominium Plat No. 1036, as recorded in Liber 17032, Pages 18 through 42, as amended, thence 112.50 feet along a curve to the left, said curve having a radius of 204.00 feet, a central angle of 31°35'54" and a chord bearing a distance of North 72°42'32" East, 112.83 feet, along the Southerly line of said "Oakhurst Condominium", thence 313.53 feet, along a curve to the right, said curve having a radius of 336.00 feet, a central angle of 53°27'53" and a chord bearing a distance of North 83°38'32" East, 302.28 feet, along the Southerly line of said "Oakhurst Condominium", thence North 75°12'32" East, 112.83 feet, along the Southerly line of said "Oakhurst Condominium", thence North 01°56'23" West, 82.03 feet, along the Easterly line of said "Oakhurst Condominium", thence 482.06 feet, along a curve to the left, said curve having a radius of 1550.00 feet, a central angle of 17°49'10" and a chord bearing a distance of North 26°26'10" West, 480.12 feet, along the Easterly line of said "Oakhurst Condominium", thence North 33°20'45" West, 51.94 feet, along the Easterly line of said "Oakhurst Condominium", thence North 54°39'15" East, 177.09 feet, along the Southerly line of said "Oakhurst Condominium", thence 157.80 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 34°46'23" and a chord bearing a distance of North 37°16'04" East, 155.38 feet, along the Southerly line of said "Oakhurst Condominium", thence 238.56 feet, along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 63°20'34" and a chord bearing a distance of North 5°03'09" East, 224.87 feet, along the Southerly line of said "Oakhurst Condominium", thence North 88°13'26" East, 330.73 feet, along the Southerly line of said "Oakhurst Condominium", thence North 01°46'34" East, 580.00 feet; thence South 88°13'26" West, 360.00 feet; thence North 01°46'34" West, 580.00 feet, to the Point of Beginning. All of the above containing 4.793 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

(SEE SHEET 1A FOR CONTINUATION)

NOTES

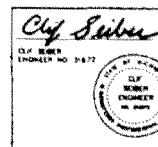
THE (*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE REVISED. DATED SEPT. 26, 1999, THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE SHEETS PREVIOUSLY RECORDED.

PROFESSIONAL ENGINEERING ASSOCIATES
PREPARED THE ORIGINAL OAKHURST CONDOMINIUM SHEETS 1 THROUGH 25.

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PROPOSED DATED
9-26-99



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ENGINEER

REPLAT NO. 3
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1036
EXHIBIT "B" TO THE AMENDED MASTER DEED OF
OAKHURST
INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SURVEYOR
MILLETTS AND ASSOCIATES
40399 GRAND RIVER AVE., STE. 110
NOVI, MICHIGAN 48375-2123

ENGINEER
SEIBER, KEAST AND ASSOCIATES, INC.
40399 GRAND RIVER AVE., STE. 110
NOVI, MICHIGAN 48375-2123

DEVELOPER
OAKHURST LAND, L.L.C.
1400 N. WOODWARD AVENUE, SUITE 270
BLOOMFIELD HILLS, MICHIGAN 48304-2855

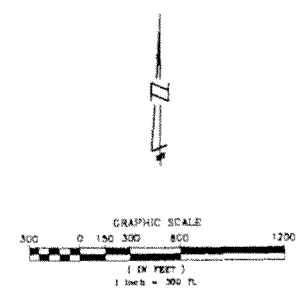
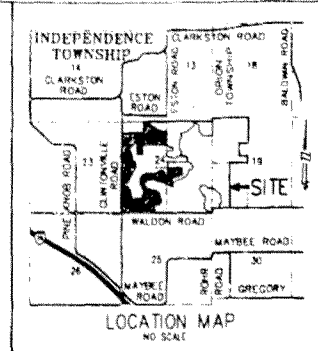
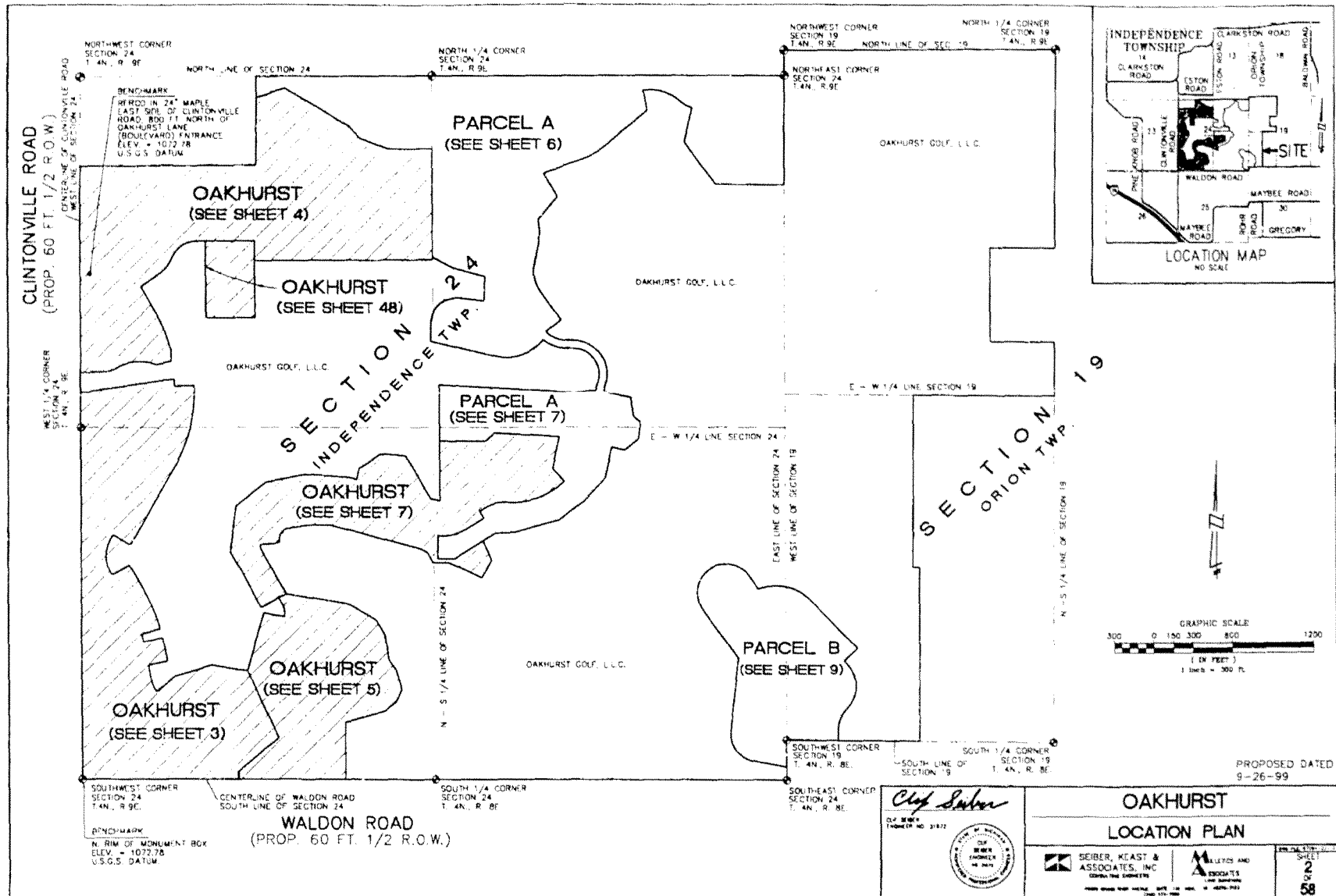
LEGAL DESCRIPTION

And Also,
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, 1170.98 feet, along the South line of said Section 24 and the centerline of Warden Road (80.00 feet 1/2 right-of-way), thence North 01°23'09" West, 85.00 feet, along the Eastern line of "Oakhurst Condominium", Oakland County Condominium Plan Number 1036, as recorded in Liber 19072, Pages 18-42, as amended, Oakland County Records; thence North 48°34'24" East, 389.83 feet, along the Eastern line of said "Oakhurst Condominium"; thence North 26°12'21" West, 554.22 feet, along the Eastern 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 55°03'11" and a chord bearing and distance of North 12°18'12" West, 120.45 feet; thence North 29°49'48" West, 27.19 feet, to the Point of Beginning; thence South 80°10'12" West, 140.00 feet; thence North 29°49'48" West, 474.60 feet; thence North 05°24'10" East, 350.81 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 88°35'01" East, 182.93 feet; thence South 31°48'58" East, 376.42 feet; thence South 80°32'41" East, 76.44 feet; thence North 01°32'02" West, 451.24 feet; thence North 88°27'50" East, 340.00 feet; thence North 45°01'21" 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 467.84 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, 187.00 feet; thence South 55°49'25" West, 48.74 feet; thence South 54°10'35" East, 80.00 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°58'28" and a chord bearing and distance of South 75°19'09" West, 270.26 feet; thence South 01°52'10" 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 86°16'08" West, 254.49 feet; thence South 88°27'50" West, 123.32 feet; thence North 32°29'04" West, 86.50 feet; thence North 52°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, 185.26 feet; thence South 39°49'12" West, 56.69 feet; thence South 04°50'05" West, 81.09 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 27°03'45" and a chord bearing and distance of South 16°47'50" East, 54.86 feet; thence South 29°49'48" East, 362.93 feet; thence South 80°10'21" West, 70.00 feet, along an extension of and the Northern 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 records.

PROPOSED DATED
9-26-99

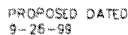
		OAKHURST TITLE PAGE	
SEIBER, KEAST & ASSOCIATES, INC. ENGINEERS AND SURVEYORS 1400 N. WOODWARD AVENUE, SUITE 270 BLOOMFIELD HILLS, MICHIGAN 48304-2855		MILLETTS AND ASSOCIATES SURVEYORS 40399 GRAND RIVER AVE., STE. 110 NOVI, MICHIGAN 48375-2123	

20796 101



OAKHURST					
LOCATION PLAN					
 SEIBER, KEAST & ASSOCIATES, INC. CONVEYANCE ENGINEERS 1000 SOUTH MAIN STREET, SUITE 100, WILSON, NC 27157 TEL: 704.241.1111	 MAPLEX AND ASSOCIATES 1000 SOUTH MAIN STREET, SUITE 100, WILSON, NC 27157 TEL: 704.241.1111				
 CLAY SEIBER REGISTERED PROFESSIONAL ENGINEER NO. 21872	<table border="1"><tr><td>SHEET</td><td>2</td></tr><tr><td>OF</td><td>58</td></tr></table>	SHEET	2	OF	58
SHEET	2				
OF	58				





OAKHURST

SURVEY PLAN - PARCEL A

SEIBER, KEAST &
ASSOCIATES, INC.

ALLIES AND

PLATE 20
SHEET
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OF
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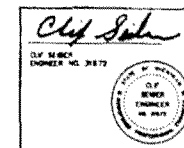
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500.00 feet, a central angle of 20°26'07", and a chord bearing and distance of South 26°16'16" West, 212.87 feet; thence South 68°29'20" West, 312.11 feet;

LEGAL DESCRIPTION - PARCEL A

A part of the Northwest 1/4 and the Northeast 1/4 and the Southwest 1/4 and the Southeast 1/4 of Section 24, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, more particularly described as commencing at the Northwest Corner of said Section 24; thence North 88°18'31" East, 1322.27 feet, along the North line of said Section 24, to the point of beginning; thence continuing North 88°18'31" East, 1321.06 feet, along the North line of said Section 24, to the North 1/4 Corner of said Section 24; thence North 88°27'22" East, 2647.74 feet, along the North line of said Section 24, to the Northeast Corner of said Section 24; thence South 01°34'48" East, 822.52 feet, along the East line of said Section 24, thence South 88°25'12" West, 512.65 feet, thence North 39°12'28" West, 400.00 feet; thence North 11°41'58" East, 269.61 feet; thence 111.30 feet along a curve to the right, said curve having a radius of 210.00 feet, a central angle of 30°21'57", and a chord bearing and distance of North 63°07'03" West, 110.00 feet; thence 289.26 feet along a curve to the left, said curve having a radius of 300.00 feet, a central angle of 55°14'40", and a chord bearing and distance of North 75°33'24" West, 278.18 feet; thence South 13°10'44" East, 153.29 feet; thence South 48°03'13" West, 400.82 feet; thence 214.00 feet along a curve to the right, said curve having a radius of 600.00 feet, a central angle of 20°26'07", and a chord bearing and distance of South 58°16'16" West, 212.87 feet; thence South 68°29'20" West, 312.11 feet; thence South 34°00'52" East, 205.23 feet; thence South 39°29'06" West, 231.30 feet; thence 179.39 feet along a curve to the right, said curve having a radius of 450.00 feet, a central angle of 22°50'28", and a chord bearing and distance of South 02°12'28" East, 178.21 feet; thence South 09°12'46" West, 176.00 feet; thence 208.66 feet along a curve to the left, said curve having a radius of 250.00 feet, a central angle of 47°49'13", and a chord bearing and distance of South 14°41'50" East, 202.65 feet; thence South 38°36'26" East, 262.66 feet; thence South 51°23'34" West, 150.00 feet; thence 205.66 feet along a curve to the left, said curve having a radius of 276.59 feet, a central angle of 42°48'38", and a chord bearing and distance of South 73°07'14" East, 201.89 feet; thence 497.12 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 109°32'55", and a chord bearing and distance of South 39°45'05" East, 424.78 feet; thence South 15°01'23" West, 60.39 feet; thence South 79°49'15" East, 207.60 feet; thence South 10°09'54" East, 142.00 feet; thence South 47°38'38" East, 72.73 feet; thence South 06°51'50" West, 126.24 feet; thence South 48°13'37" West, 129.64 feet; thence North 79°49'15" West, 102.67 feet; thence South 10°10'45" West, 236.67 feet; thence South 41°40'27" West, 237.20 feet; thence South 51°14'06" West, 233.24 feet; thence South 73°07'41" West, 351.12 feet; thence South 85°02'03" West, 163.09 feet; thence South 55°49'25" West, 350.62 feet, along an extension of and the boundary of "Oakhurst" condominium; thence South 88°27'50" West, 123.89 feet, along the boundary of "Oakhurst" condominium; thence North 01°32'10" West, 174.20 feet, along the boundary of "Oakhurst" condominium; thence 224.57 feet along a curve to the left, said curve having a radius of 330.00 feet, a central angle of 38°59'28", and a chord bearing and distance of North 75°19'09" East, 220.26 feet, along the boundary of "Oakhurst" condominium; thence North 55°49'25" East, 153.35 feet, along the boundary of "Oakhurst" condominium; thence North 34°10'35" West, 60.00 feet, along the boundary of "Oakhurst" condominium; thence 48.74 feet, along the boundary of "Oakhurst" condominium; thence 170.02 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 37°28'00", and a chord bearing and distance of North 74°33'25" East, 167.00 feet, along the boundary of "Oakhurst" condominium; thence 487.84 feet along a curve to the left, said curve having a radius of 570.00 feet, a central angle of 49°02'12", and a chord bearing and distance of North 68°46'19" East, 473.08 feet, along the boundary of "Oakhurst" condominium; thence North 45°44'47" West, 130.00 feet, along the boundary of "Oakhurst" condominium; thence North 10°34'12" East, 248.30 feet, along the boundary of "Oakhurst" condominium; thence North 88°07'27" West, 500.00 feet, along the boundary of "Oakhurst" condominium; thence South 45°10'11" West, 87.34 feet, along the boundary of "Oakhurst" condominium; thence South 88°27'50" West, 340.00 feet, along the boundary of "Oakhurst" condominium, and extension thereof; thence North 01°32'10" West, 424.56 feet; thence South 88°07'27" East, 1024.56 feet; thence North 82°26'26" East, 157.93 feet; thence North 15°01'22" East, 66.59 feet; thence 382.41 feet along a curve to the left, said curve having a radius of 200.00 feet, a central angle of 109°33'05", and a chord bearing and distance of North 39°45'05" West, 326.76 feet; thence 227.63 feet along a curve to the right, said curve having a radius of 336.59 feet, a central angle of 38°44'55", and a chord bearing and distance of North 75°09'06" West, 223.32 feet; thence 408.19 feet along a curve to the right, said curve having a radius of 370.00 feet, a central angle of 63°12'33", and a chord bearing and distance of South 70°13'45" West, 387.80 feet; thence North 78°09'59" West, 493.28 feet; thence North 01°32'10" West, 125.60 feet; thence 336.96 feet along a curve to the right, said curve having a radius of 200.00 feet, a central angle of 98°31'59", and a chord bearing and distance of North 46°43'48" East, 298.50 feet; thence South 85°00'15" East, 178.05 feet; thence North 00°08'29" East, 183.69 feet; thence North 76°03'35" West, 229.32 feet; thence North 64°01'10" West, 187.07 feet, to the North and South 1/4 line of said Section 24; thence North 01°32'10" West, 817.14 feet, along the North and South 1/4 line of said Section 24; thence South 88°13'26" West, 330.73 feet; thence North 71°25'53" West, 234.64 feet; thence North 44°24'35" West, 120.47 feet; thence North 60°34'53" West, 562.48 feet; thence South 69°08'06" West, 218.42 feet, to the Easterly line of "Walter's Clarkston - Orion Acres", as recorded in Liber 64 of Plats, on Page 14, Oakland County Records; thence North 01°21'53" West, 161.70 feet, along the Easterly line of said "Walter's Clarkston - Orion Acres", to the point of beginning. All of the above containing 94.497 acres. All of the above being subject to easements, restrictions, and right-of-ways of record.

PROPOSED DATED
9-26-99



OAKHURST	
LEGAL DESCRIPTION - PARCEL A	
SEIBER, KEAST & ASSOCIATES, INC. CONSULTING ENGINEERS	DATE: 9/26/99 BY: [Signature]
SHEET 8 OF 58	

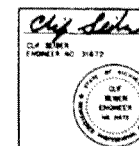
20798 205

UNIT AREA TABLE

UNIT NO.	UNIT AREA (SQ. FT.)	UNIT NO.	UNIT AREA (SQ. FT.)	UNIT NO.	UNIT AREA (SQ. FT.)
83	37,315	114	34,936	145	19,271
84	32,738	115	40,584	146	19,271
85	44,373	116	32,108	147	18,880
86	31,568	117	19,034	148	19,239
87	28,312	118	19034	149	21,235
88	37,196	119	22,154	150	25,217
89	30,458	120	21,786	151	21,703
90	23,575	121	22,528	152	19,232
91	21,996	122	22,130	153	17,494
92	24,828	123	17,797	154	15,400
93	27,067	124	18,061	155	15,400
94	33,239	125	19,130	156	15,400
95	34,397	126	19,181	157	15,763
96	21,285	127	18,374	158	15,950
97	28,378	128	18,374	159	18,000
98	23,050	129	20,860	160	18,000
99	19,760	130	16,436	161	16,500
100	19,151	131	18,831	162	17,666
101	18,700	132	22,691	163	17,621
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	19,254
105	18,109	136	17,988	167	25,896
106	28,309	137	15,661	168	26,412
107	25,082	138	15,763	169	22,670
108	20,829	139	15,400	170	21,942
109	17,487	140	15,400	171	17,378
110	21,005	141	15,400	172	16,500
111	18,195	142	15,400	173	16,500
112	21,984	143	16,644	174	16,500
113	24,902	144	18,634	175	16,500
				176	16,500
				212	25,011
				213	23,606
				214	30,086
				215	25,572
				216	16,560
				217	16,753
				218	18,489
				219	19,800

PARK AREA TABLE

PARK NO.	PARK AREA (SQ. FT.)
PARK 1	22,916
PARK 2	96,918
FOXBURG PARK	6,366

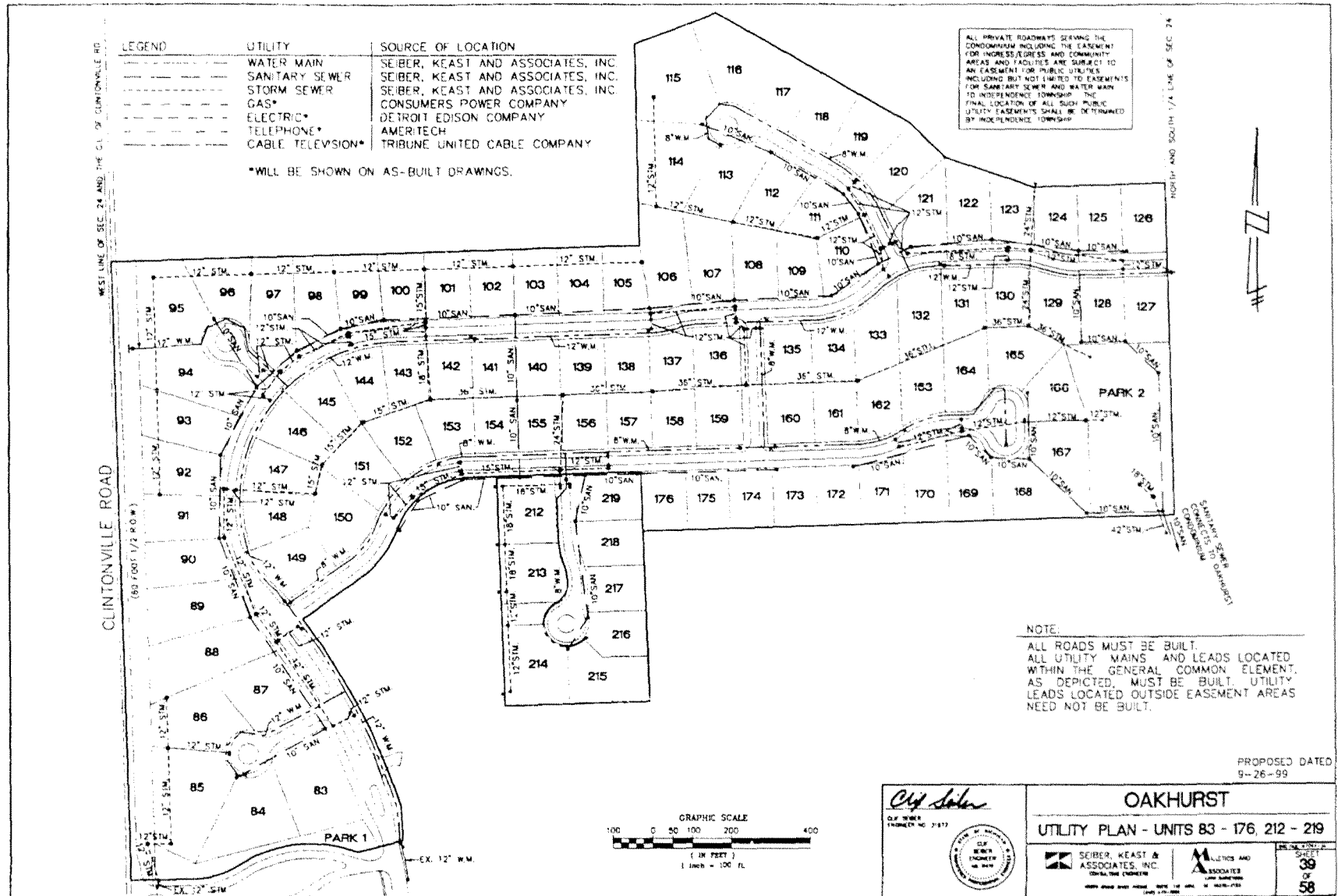
PROPOSED DATED
9-26-99

OAKHURST

AREA AND VOLUME DATA - UNITS 83 - 176, 212 - 219

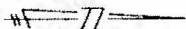
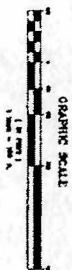
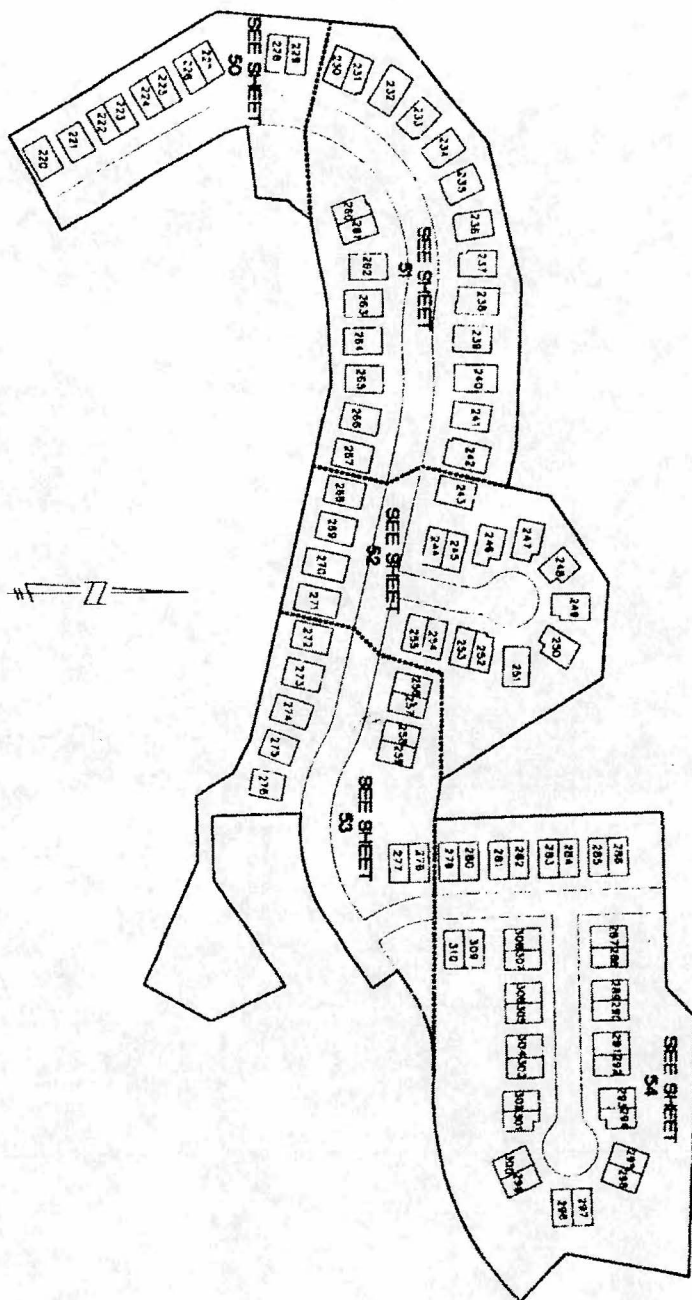
SEIBER, KEAST &
ASSOCIATES, INC.
CIVIL ENGINEERSMULLINOY AND
ASSOCIATES
CIVIL ENGINEERSSHEET
38
OF
58

20798-206



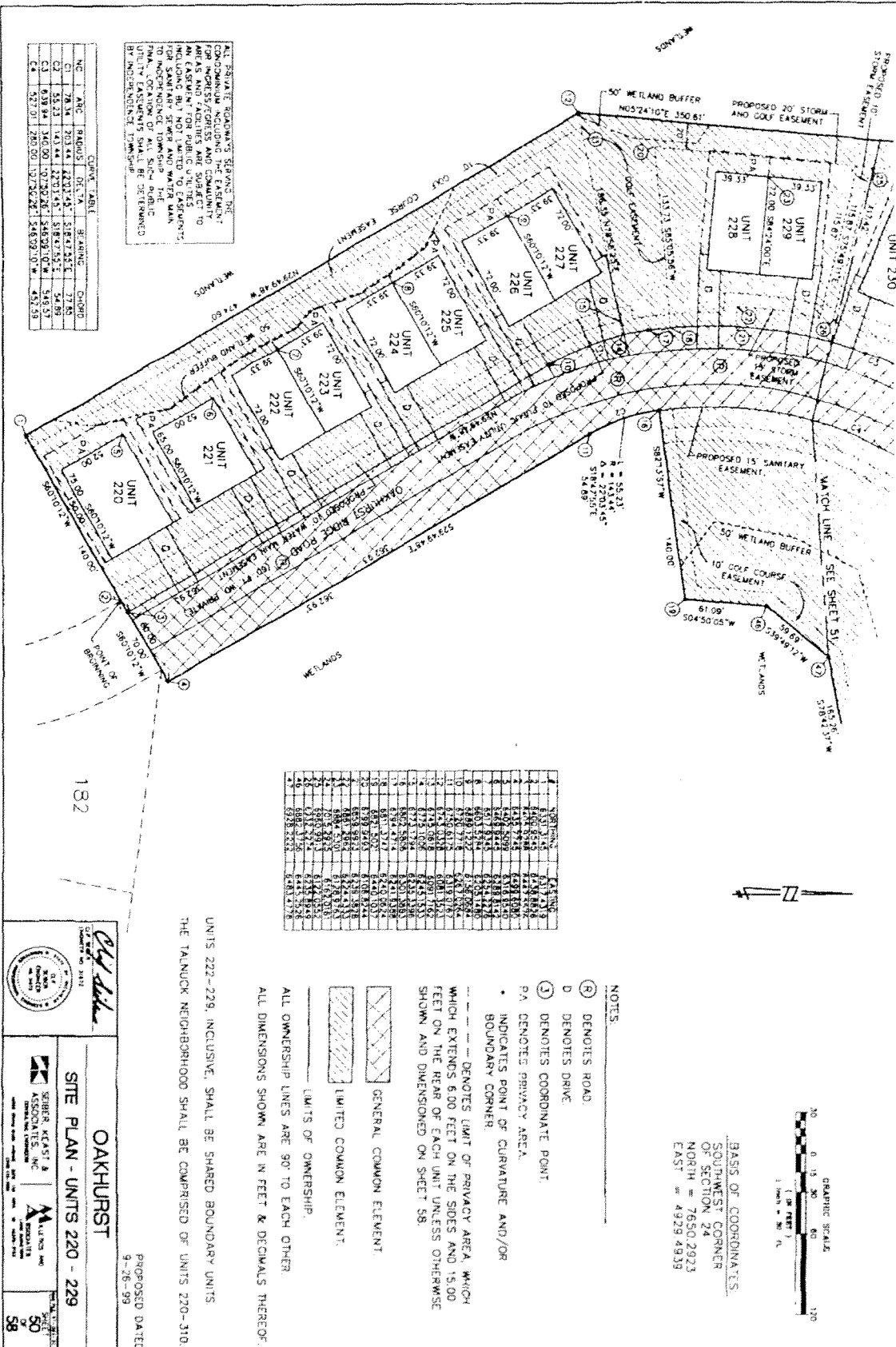


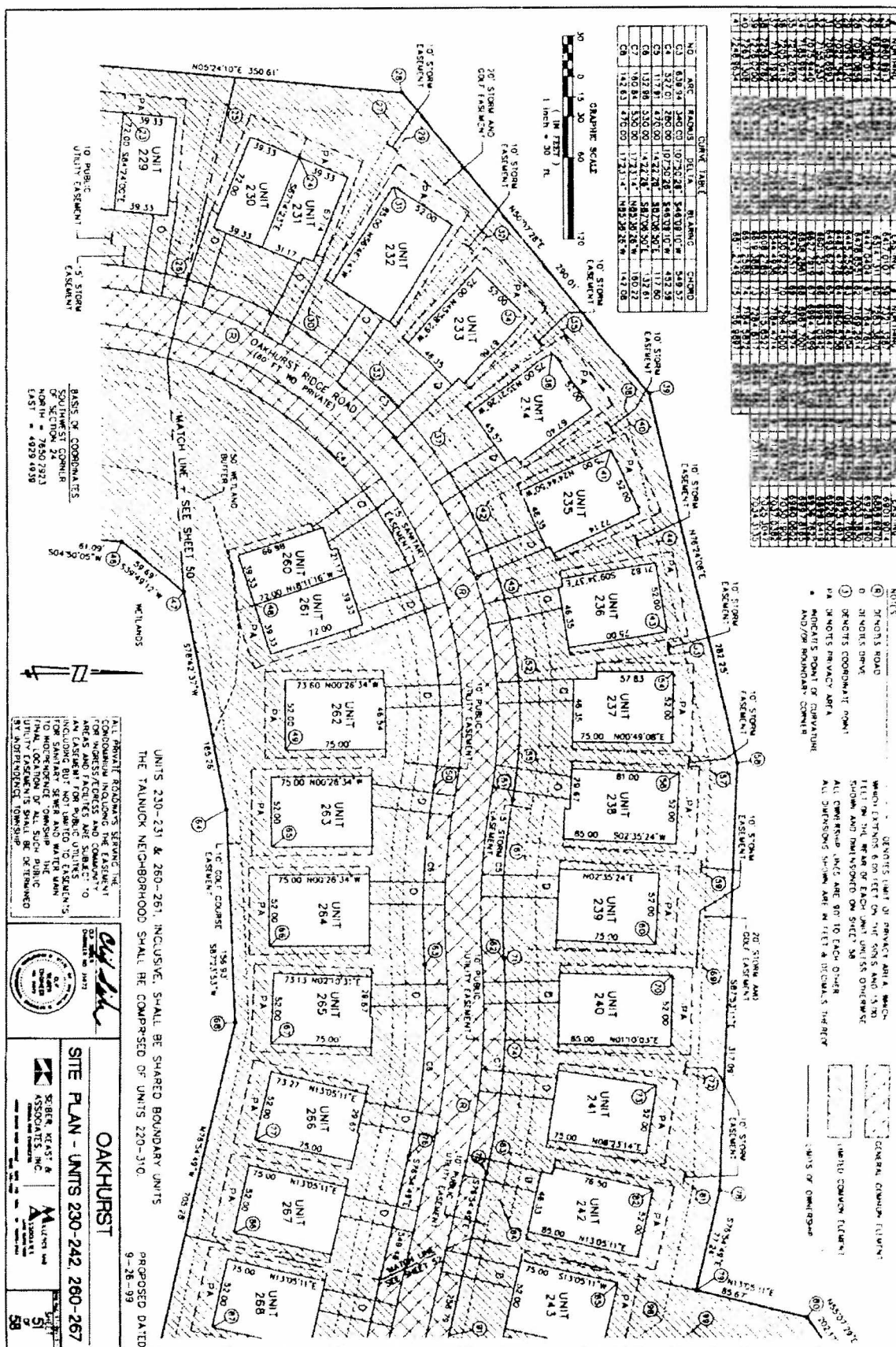
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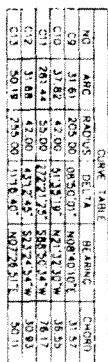


OAKHURST
COMPOSITE PLAN - UNITS 220 - 310
PROPOSED DATED 9-26-99
48
58

20798 209





[illegible]

PROPOSED DATE
9-26-99

OAKHURST

SITE PLAN - UNITS 243-255, 268-271

SEIBER, MEAST & ASSOCIATES, INC.

 MILLER AND ASSOCIATES
 SHEET 52

582

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(R) DENOTES ROAD

D DENOTES DRIVE

③ DENOTES COORDINATE POINT

PA DENOTES PRIVACY AREA

- INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

--- DENOTES UNIT OF PRIVACY AREA, WHICH WHICH EXTENDS 6.00 FEET ON THE SIDES AND 15.00 FEET ON THE REAR OF EACH UNIT UNLESS OTHERWISE SHOWN AND DIMENSIONED ON SHEET 58.

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

ALL DIMENSIONS SHOWN ARE IN FEET & DECIMALS THEREOF

BASIS OF COORDINATES

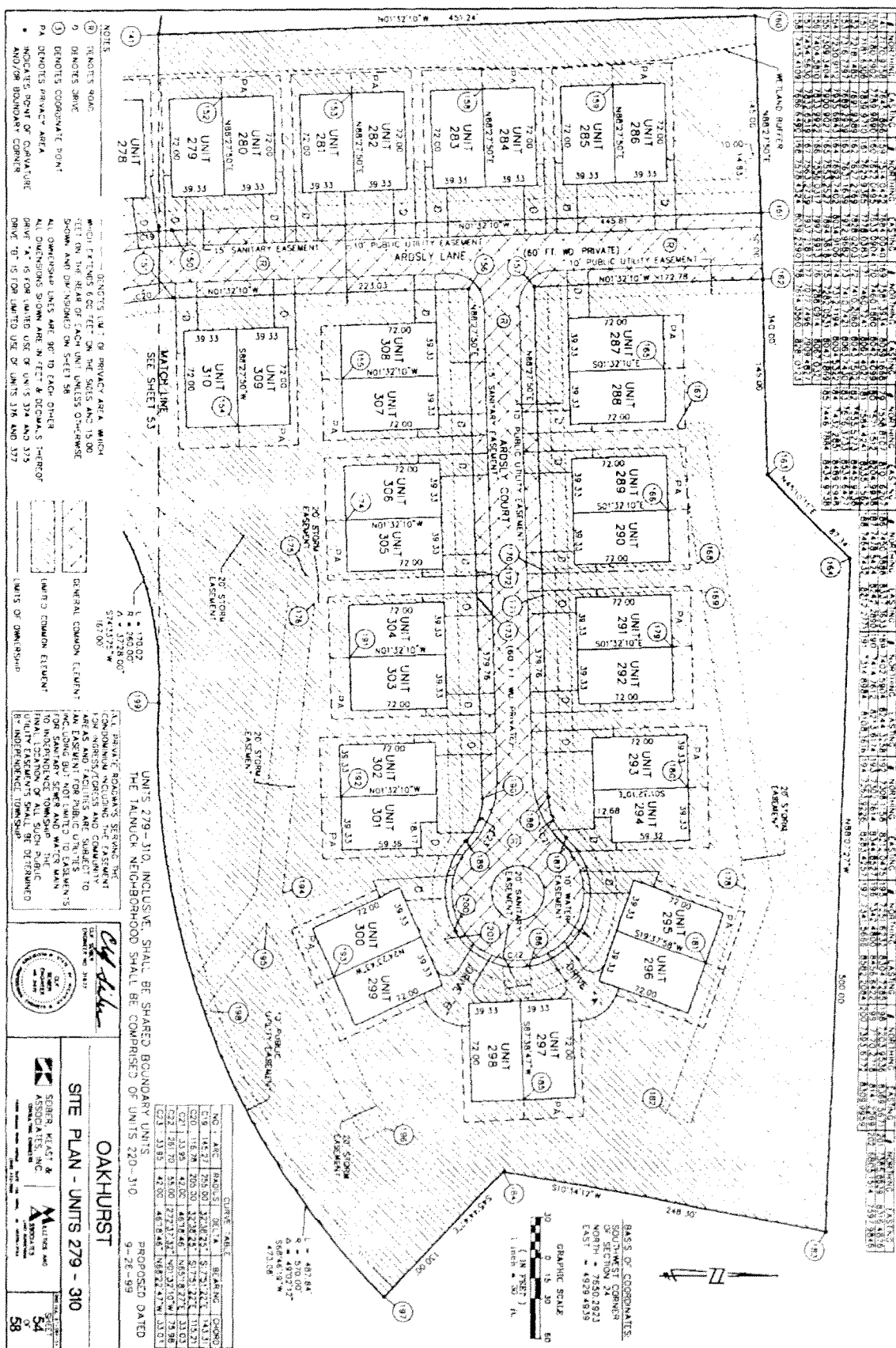
OF SECTION 24

CASI = 4929.4938

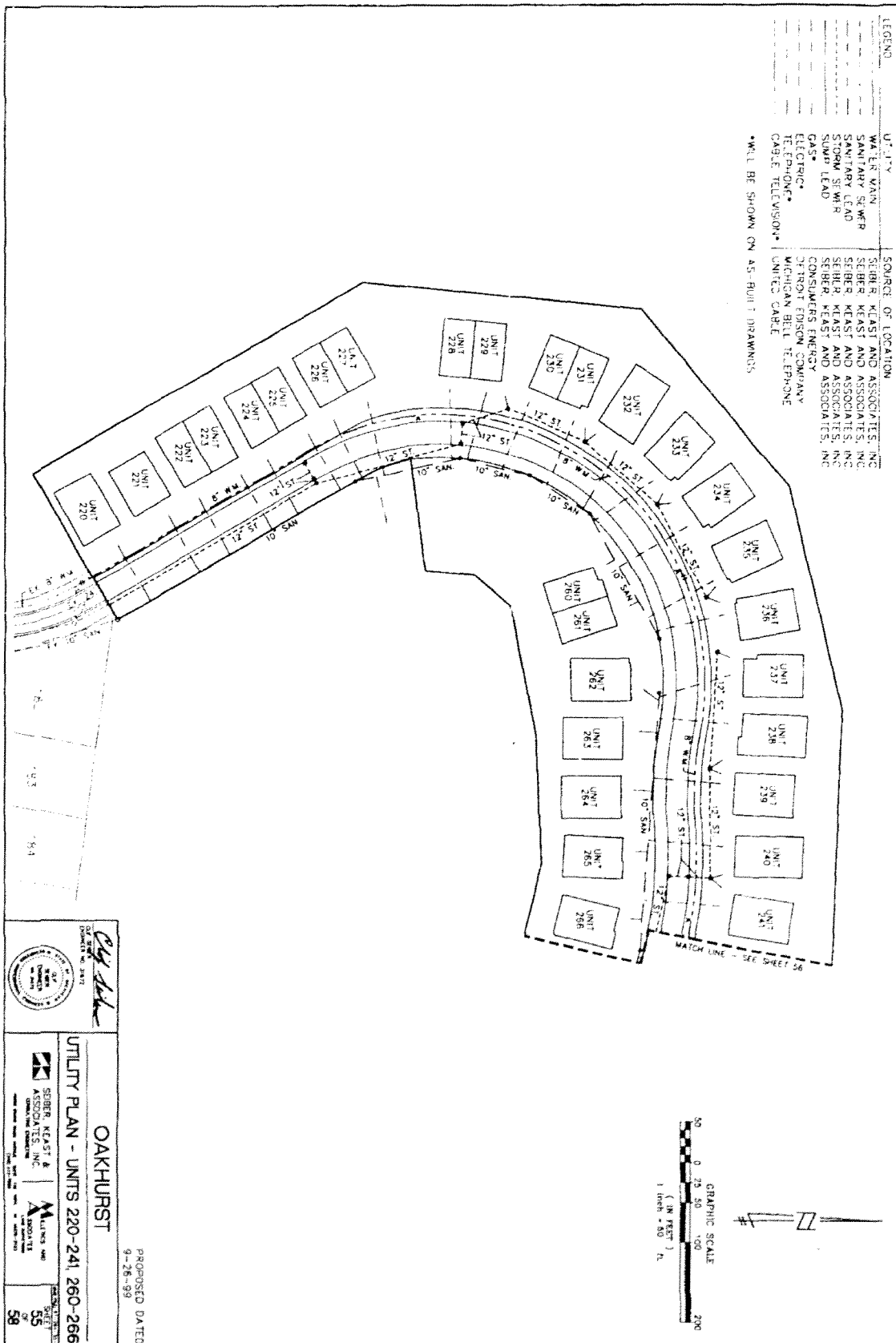
ALL PRIVATE ROADWAYS SERVING THE CONDOMINIUM INCLUDING THE EASTMENT FOR FOREST/RECREATION AND COMMUNITY AREAS AND FACILITIES ARE SUBJECT TO AN EASEMENT FOR PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO EASTMENT FOR SANITARY SEWER AND WATER MAIN TO INDEPENDENCE TOWNSHIP. THE FINAL LOCATION OF ALL SUCH PUBLIC UTILITY EASEMENTS SHALL BE DETERMINED BY INDEPENDENT TOWNSHIP.

GRAPHIC SCALE

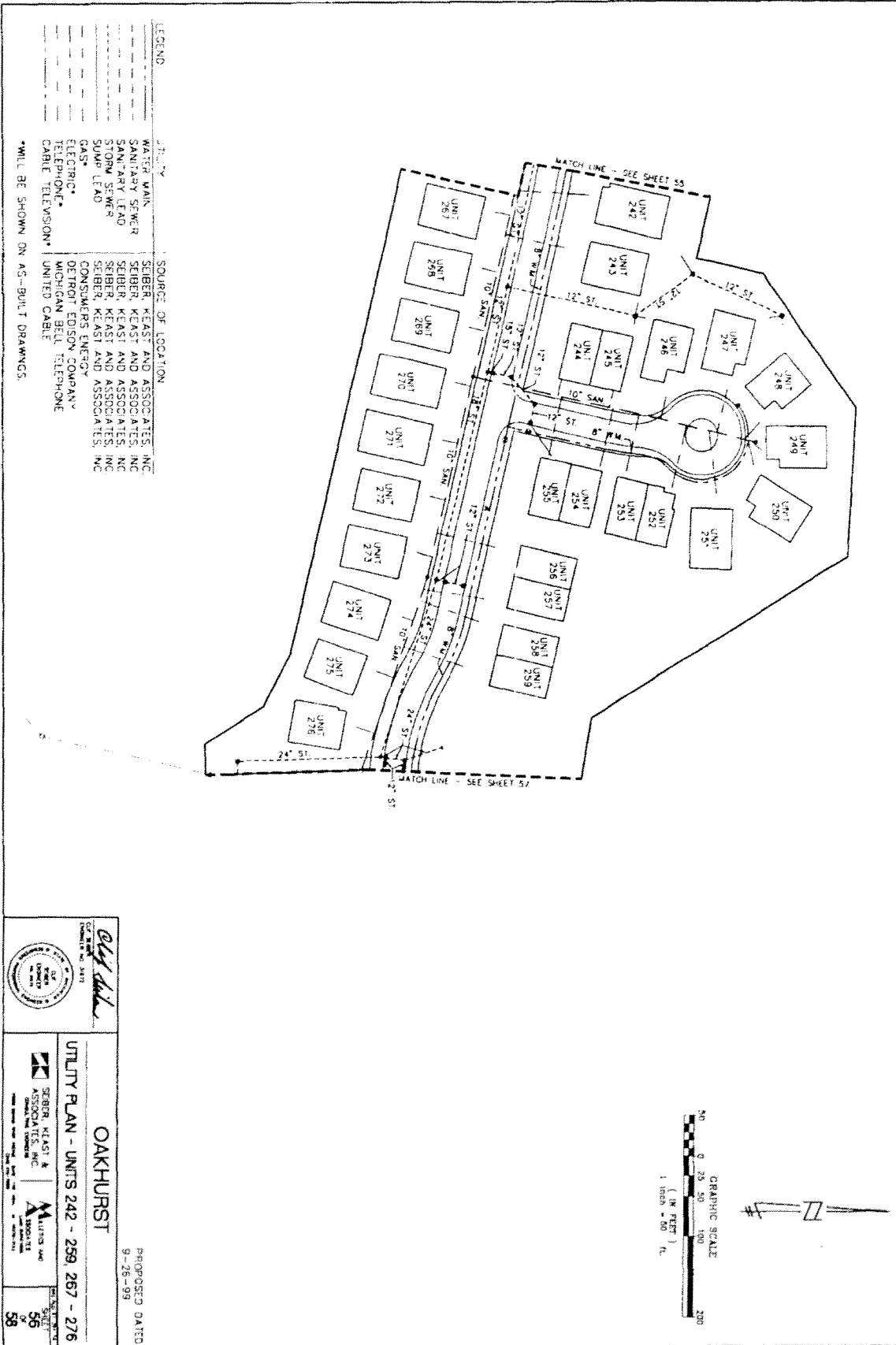




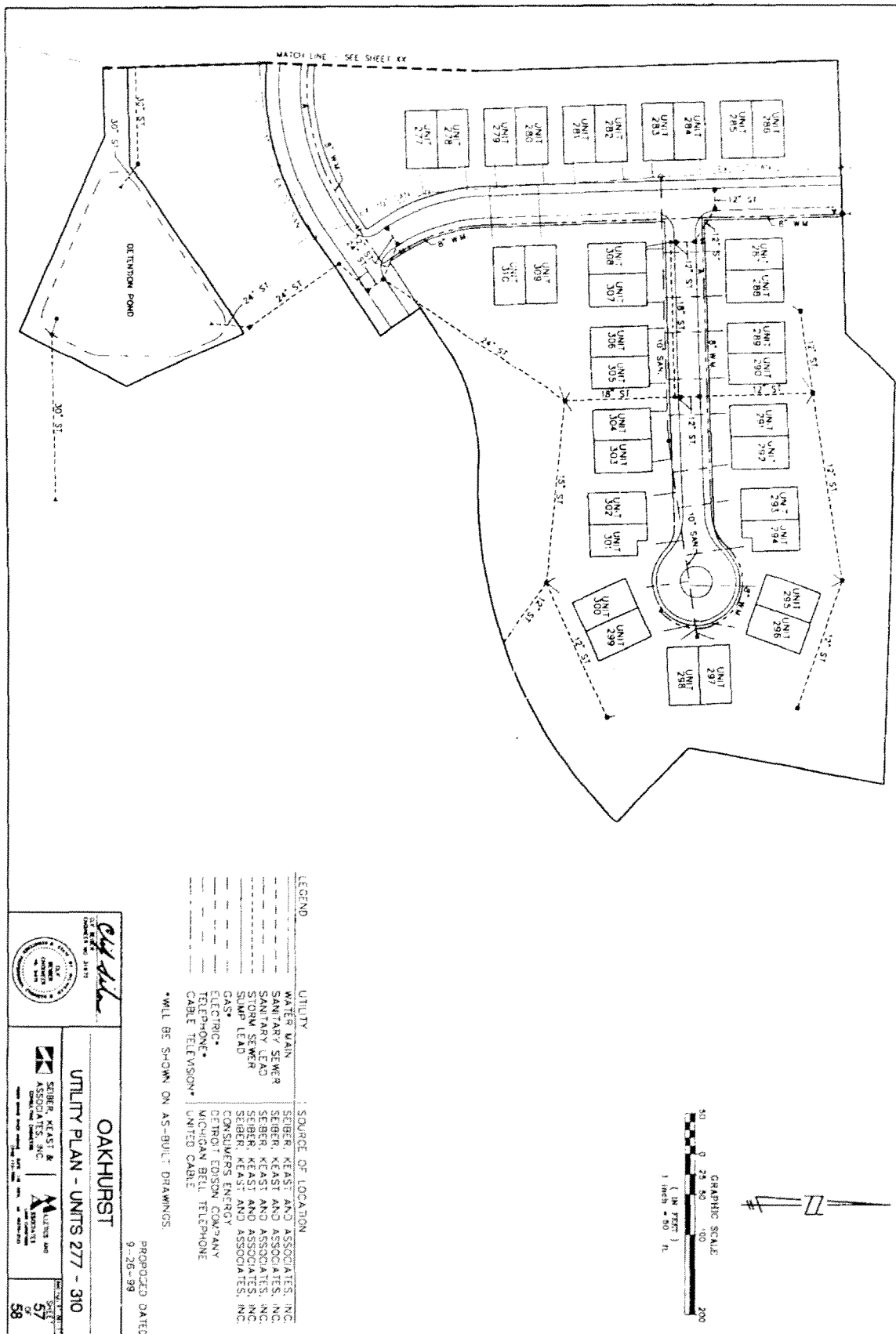
20798 211



30798 015



20798 216



OAKHURST
UTILITY PLAN - UNITS 277 - 310
SEIBER, KEAST & ASSOCIATES, INC.
MICHIGAN BELL TELEPHONE
DETROIT EDISON COMPANY
CONSUMERS ENERGY

NOTES:
PA DENOTES PRIVACY AREA
----- DENOTES LIMIT OF CONVERTIBLE AREA
WHICH EXTENDS 6.00 FEET ON THE SIDES AND
FRONT, 15.00 FEET ON THE REAR OF EACH UNIT
UNLESS OTHERWISE SHOWN AND DIMENSIONED
ON THIS SHEET.

DENOTES LIMITS OF OWNERSHIP
ALL OWNERSHIP LINES ARE 30 TO EACH OTHER
ALL DIMENSIONS SHOWN ARE IN FEET AND
DECIMALS THEREOF

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