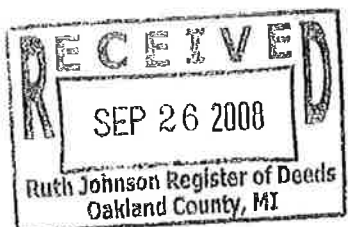


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LIBER 40619 PAGE 467
\$13.00 MISC RECORDING
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09/26/2008 01:34:17 P.M. RECEIPT# 82794



PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS



THIRD AMENDMENT OF MASTER DEED

**OAKMONTE AT MILL RIVER
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1807**

THIS THIRD AMENDMENT OF MASTER DEED ("Third Amendment") is made and executed this 8th day of September, 2008, by OAKMONTE/MILL RIVER LLC, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 3005 University Drive, Suite 100, Auburn Hills, Michigan 48326.

21-09-401-000er f

WITNESSETH:

WHEREAS, Developer made and recorded a condominium Master Deed establishing Oakmonte at Mill River (the "Condominium") as Oakland County Condominium Subdivision Plan No. 1807 situated in the Township of Lyon, which Master Deed was recorded on November 15, 2005, in Liber 36616, Pages 527 through 594, inclusive, Oakland County Records, as amended by First Amendment of Master Deed recorded on February 21, 2006, in Liber 37139, Pages 752 through 754 inclusive, Oakland County Records, as amended by the Second Amendment of Master Deed and Replat No. 1, recorded on July 12, 2006, in Liber 37829, Pages 096 through 105 inclusive, Oakland County Records, (collectively, the "Master Deed"); and

WHEREAS, Developer declared in the Master Deed the right, without the consent of any Owner, Mortgagee or any other person, to amend the Master Deed subject to any restrictions on amendments stated therein, and Developer intends, by this Amendment, to delete the Developer's reservation of first refusal with respect to the purchase of co-owners units.

NOW, THEREFORE, Developer hereby amends the Master Deed as follows:

1. Article VII(k) of the Master Deed is deleted in its entirety.
2. Article VII(k) of the First Amendment of Master Deed is deleted in its entirety.
3. Except as expressly amended herein, all other terms and provisions of the Master Deed and its exhibits shall continue in full force and effect, including, without limitation, those provisions which permit Developer to make future amendments to the Master Deed.
4. All capitalized terms not defined herein shall have the respective meanings ascribed to them in the Master Deed.

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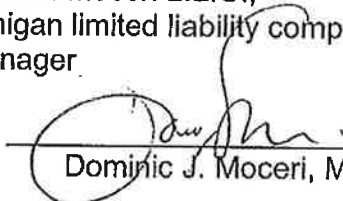
OK-AA

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

OAKMONTE/MILL RIVER LLC, a Michigan limited liability company

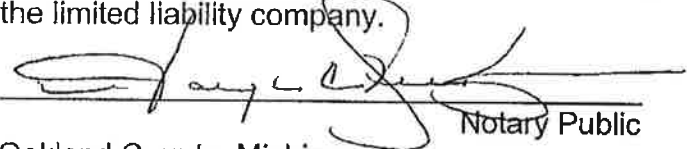
By: MB Mill River LLC, a Michigan limited liability company
Its Member

By: Dominic J. Mocerì L.L.C.,
a Michigan limited liability company
Its Manager

By: 
Dominic J. Mocerì, Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of September, 2008, by Dominic J. Mocerì, the Manager of the Dominic J. Mocerì, L.L.C., a Michigan limited liability company, which is a Member of MB Mill River LLC, a Michigan limited liability company, which is a Member of Oakmonte/Mill River LLC, a Michigan limited liability company, on behalf of the limited liability company.


Notary Public

Oakland County, Michigan
My Commission Expires: _____
Acting in Oakland County, Michigan

GAYLE A. NURKALA
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 7, 2014
ACTING IN COUNTY OF OAKLAND

Drafted By and When Recorded, Return To:
Richard Smutek
Attorney at Law
8292 Twelve Mile Road
Warren, Michigan 48092-2737
(586) 574-9330 – office