

Tri-Mount/Forest Hills Building Co., Inc., a Michigan corporation ("Developer"), having an address at 41115 Jo Drive, Novi, Michigan 48375, being the successor to the original Developer of Forest Hills, a Condominium Project established pursuant to the Master Deed thereof, recorded on July 18, 1994 in Liber 14839, Pages 196 through 268, First Amendment to Master Deed recorded in Liber 15083, Pages 578 through 597, and Second Amendment to Master Deed recorded in Liber 15095, Pages 716 through 722, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 871, hereby amends the Master Deed of Forest Hills for the purpose of modifying certain of the restrictions contained in Article VI of the Bylaws. The Developer executes this Third Amendment as the sole owner of all of the Units in the Condominium.

Upon recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Bylaws (being Exhibit A to said Master Deed) shall be amended in the following manner:

1. Article VI, Section 3 of the Bylaws of Forest Hills shall be amended by the addition at the end of the last sentence in the first paragraph of said Section 3 the words: "or concrete".

2. Article VI, Section 12 of the Bylaws of Forest Hills shall be amended by the addition after the last sentence in said Section 12 the following:

"PROVIDED, HOWEVER, that Developer may, in its discretion, in connection with development of the Condominium or construction of any residence or other structure therein, remove or trim any existing tree or other vegetation which it deems appropriate. Likewise, Developer shall not be responsible for replacement and/or removal of any existing tree or other vegetation which dies before, during or after development of the Condominium and/or construction of any residence therein. There shall be no financial or other liability of the Developer to the Association, any Co-owner or any other person for any such removal, trimming or death of any such tree or other vegetation and Developer may assign to any person the rights, benefits and exemptions which it enjoys under this Section."

In all respects, other than as hereinabove indicated, the original Master Deed of Forest Hills, including the Bylaws

STATE OF MICHIGAN
OAKLAND COUNTY
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WYN D. ANLEY
CLERK/REGISTER OF DEEDS

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and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid and amended, is hereby ratified, confirmed and redeclared.

Dated April 21, 1995.

WITNESSES:

TRI/MOUNT FOREST HILLS DEVELOPMENT CO., INC.

Anita L. Cagle
Anita L. Cagle

By: John I. Vincenti
John I. Vincenti, Its President

Karen S. Squier
Karen S. Squier

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing Third Amendment to Master Deed of Forest Hills was acknowledged before me this 21st day of April, 1995, by John I. Vincenti, the President of Tri/Mount Forest Hills Development Co., Inc., a Michigan corporation, on behalf of the corporation.

Karen S. Squier
Karen S. Squier, Notary Public
Livingston County, Michigan
Acting in Oakland County, Michigan
My commission expires: June 7, 1995

Third Amendment to Master Deed drafted by:

W. T. Myers of DYKEMA GOSSETT PLLC
1577 North Woodward Ave., Suite 300
Bloomfield Hills, Michigan 48304

When recorded, return to drafter