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Charlene M. Boehm
REGISTER OF DEEDS

SECOND AMENDMENT TO MASTER DEED

CHARLEVOIX COUNTRY CLUB CONDOMINIUM

CHARLEVOIX COUNTRY CLUB, INC., a Michigan Corporation, whose address is 203 Bridge Street, Charlevoix, Michigan 49720, being the Developer of Charlevoix Country Club Condominium, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 335, Pages 47 through 104, Charlevoix County Records, and known as Charlevoix County Condominium Subdivision Plan No. 62, as amended by First Amendment to the Master Deed recorded in Liber 339, Pages 290 through 297, hereby further amends the Master Deed of Charlevoix Country Club Condominium pursuant to the authority reserved in Article VI and Article VIII for the purpose of expanding the condominium from 44 to 74 units and related changes, including the change in boundaries for Units 20, 21 and 44, all owned by the Developer. Upon recording of this Amendment in the office of the Charlevoix County Register of Deeds, said Master Deed shall be amended in the following manner:

- 1. That portion of Article II of the Master Deed which presently reads:

ARTICLE II

DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

In the Township of Charlevoix, Charlevoix County, Michigan; Commencing at the East 1/4 corner of Section 13, Town 34 North, Range 8 West; thence North 00°00'31" West along the East line of said section 885.71 feet; thence West 719.64 feet to the point of beginning; thence South 30°07'20" West 154.48 feet; thence South 63°09'28" West 321.18 feet; thence South 70°37'34" West 191.45 feet; thence North 39°43'39" West 123.42 feet; thence on a curve to the right 120.00 feet (radius is 670.00 feet, long chord bears S59°11'09"W 119.84 feet); thence South 27°00'00" East 180.00 feet; thence South 65°00'00" West 1100.00 feet; thence North 09°53'06" West 163.85 feet; thence South 66°36'48" West 88.25 feet; thence on a curve to the left 56.81 feet (radius is 47.31 feet, long chord bears S32°12'47"W 53.46 feet); thence South 02°11'13" East 75.00 feet; thence on a curve to the right 161.33 feet (radius is 224.16 feet, long chord bears S18°25'51"W 157.87 feet); thence South 39°02'56" West 83.41 feet; thence on a curve to the left 187.51 feet (radius is 123.89 feet, long chord bears S04°18'34"E 170.12 feet); thence on a curve to the left 97.86 feet (radius is 269.02 feet, long chord bears S58°05'20"E 97.32 feet); thence North 16°58'29" East 145.59 feet; thence North 66°00'00" East 780.00 feet; thence North

15-04-013-046-0030
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City of Charlevoix, Michigan, Charlevoix County, Michigan, 19 92. I hereby certify that there are no tax liens or taxes held by the State or by individuals on the land herein described in the within instrument and that all taxes due thereon have been paid for the five years preceding the date of said instrument as appears by the records in my office. This does not cover taxes in progress of collection by Township, Cities or Village. *[Signature]* Charlevoix County Treasurer.

55°22'49" East 162.79 feet; thence North 58°24'19" East 151.33 feet; thence South 24°00'00" East 205.00 feet; thence South 10°24'00" East 161.37 feet; thence South 22°00'00" East 400.00 feet; thence South 78°00'00" West 650.00 feet; thence North 43°30'45" West 263.63 feet; thence North 18°00'00" West 50.00 feet; thence South 72°00'00" West 100.00 feet; thence South 08°00'00" East 240.00 feet; thence South 75°00'00" West 230.72 feet; thence North 00°05'00" East 240.41 feet; thence South 67°46'20" West 217.14 feet; thence South 46°38'25" West 376.62 feet; thence North 00°02'13" West 568.54 feet to the Northeast corner of Lot 1 of the recorded plat of FOREST RIDGE; thence South 89°57'47" West along the North line of said lot 150.00 feet to the East right of way of Old Orchard Road; thence North 00°00'14" East along said road 317.06 feet; thence North 56°38'17" East 332.59 feet; thence North 60°38'11" East 341.73 feet; thence North 62°46'36" East 1076.70 feet; thence North 36°21'14" East 129.90 feet; thence North 50°49'52" East 799.55 feet; thence North 28°41'45" East 240.88 feet; thence North 28°41'14" East 122.95 feet; thence North 39°28'29" East 100.00 feet; thence South 03°00'00" West 650.00 feet; thence South 33°00'00" West 170.00 feet; thence South 30°07'20" West 191.85 feet to the point of beginning;

shall be amended to read:

ARTICLE II

DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

In the Township of Charlevoix, Charlevoix County, Michigan; Commencing at the East 1/4 corner of Section 13, Town 34 North, Range 8 West; thence North 00°00'31" West along the East line of said section 885.71 feet; thence West 719.64 feet to the point of beginning; thence South 30°07'20" West 154.48 feet; thence South 63°09'28" West 321.18 feet; thence South 70°37'34" West 191.45 feet; thence North 39°43'39" West 123.42 feet; thence on a curve to the right 120.00 feet (radius is 670.00 feet, long chord bears S59°11'09"W 119.84 feet); thence South 27°00'00" East 180.00 feet; thence South 65°00'00" West 1100.00 feet; thence North 09°53'06" West 163.85 feet; thence South 66°36'48" West 88.25 feet; thence on a curve to the left 56.81 feet (radius is 47.31 feet; long chord bears S32°12'47"W 53.46 feet); thence South 02°11'13" East 75.00 feet; thence on a curve to the right 161.33 feet (radius is 224.16 feet, long chord bears S18°25'51"W 157.87 feet); thence South 39°02'56" West 83.41 feet; thence on a curve to the left 187.51 feet (radius is 123.89 feet, long chord bears S04°18'34"E 170.12 feet); thence on a curve to the left 97.86 feet (radius is 269.02 feet, long chord bears

S58°05'20"E 97.32 feet); thence North 16°58'29" East 145.59 feet; thence North 66°00'00" East 780.00 feet; thence North 55°22'49" East 162.79 feet; thence North 58°24'19" East 151.33 feet; thence South 24°00'00" East 205.00 feet; thence South 10°24'00" East 161.37 feet; thence South 22°00'00" East 400.00 feet; thence South 78°00'00" West 650.00 feet; thence North 43°30'45" West 263.63 feet; thence North 18°00'00" West 50.00 feet; thence South 72°00'00" West 100.00 feet; thence South 19°58'43" East 239.11 feet; thence South 30°08'34" East 298.98 feet; thence North 77°01'00" East 212.12 feet; thence North 78°39'56" East 453.37 feet; thence South 86°06'26" East 344.33 feet; thence North 87°51'41" East 806.10 feet; thence on a curve to the left 161.92 feet (radius is 630.00 feet, long chord bears N19°37'54"E 161.48 feet); thence North 12°16'07" East 124.87 feet to the Southerly line of Clubhouse Drive, a 66 foot wide road and utility easement recorded in Liber 342, Page 529; thence on a curve to the left along said drive 40.01 feet (radius is 521.42 feet, long chord bears S77°30'52"E 40.00 feet); thence South 12°16'07" West 124.72 feet; thence on a curve to the right 221.69 feet (radius is 670.00 feet, long chord bears S21°44'52"W 220.68 feet); thence South 42°51'24" East 160.41 feet to the East line of said Section 13; thence South 00°06'27" West along said section line 290.00 feet to the South eighth line; thence North 89°42'08" West along said eighth line 2343.48 feet; thence North 00°05'00" East 739.65 feet; thence South 67°46'20" West 217.14 feet; thence South 46°38'25" West 376.62 feet; thence North 00°02'13" West 568.54 feet to the Northeast corner of Lot 1 of the recorded plat of FOREST RIDGE; thence South 89°57'47" West along the North line of said lot 150.00 feet to the East right of way of Old Orchard Road; thence North 00°00'14" East along said road 317.06 feet; thence North 56°38'17" East 332.59 feet; thence North 60°38'11" East 341.73 feet; thence North 62°46'36" East 1076.70 feet; thence North 36°21'14" East 129.90 feet; thence North 50°49'52" East 799.55 feet; thence North 28°41'45" East 240.88 feet; thence North 28°41'14" East 122.95 feet; thence North 39°28'29" East 100.00 feet; thence South 03°00'00" West 650.00 feet; thence South 33°00'00" West 170.00 feet; thence South 30°07'20" West 191.85 feet to the point of beginning.

Article II of the Master Deed shall be further amended by the addition of the following language:

A perpetual exclusive easement is reserved to the Developer, its successors and assigns for access, ingress and egress and utilities over, on and in the following described premises:

In the Township of Charlevoix, Charlevoix County, Michigan; A 40 foot wide access and utility line easement, the center line of which is described as: Commencing at the East 1/4 corner of Section 13, Town 34 North, Range 8 West; thence South 0°06'27" East along the East line of said section

1302.27 feet to the South eighth line; thence North 89°42'08" West along said eighth line 618.48 feet to the point of beginning of this description; thence North along the center line of said easement 160.62 feet to the point of ending.

2. That portion of Section 3 of Article VI of the Master Deed which presently reads:

Section 3. DESIGNATION OF EXPANDABLE AREA.

The Condominium Project established pursuant to the initial Master Deed of Charlevoix Country Club Condominium and consisting of forty-four (44) Units may, at the option of the Developer, be expanded to contain in its entirety three hundred (300) Units. Additional Units, if any, will be upon all or some portion of the following described premises:

In the Township of Charlevoix, Charlevoix County, Michigan: Beginning at the East 1/4 corner of Section 13, Town 34 North, Range 8 West; thence South 0°06'27" East along the East line of said section 1302.27 feet to the South eighth line; thence North 89°42'08" West along said eighth line 2343.48 feet to the East line of the Ivan Witthoef property; thence North 0°05'00" East along said line 739.65 feet; thence South 67°46'20" West 217.14 feet; thence South 46°38'25" West 376.62 feet; thence North 0°02'13" West 538.54 feet to the Northeast corner of Lot 1 of the recorded plat of FOREST RIDGE; thence South 89°57'47" West along said plat 183.00 feet to the center line of Old Orchard Road; thence North 0°02'13" West along said center line 272.83 feet; thence North 47°01'04" East 45.08 feet; thence North 0°17'26" East 43.54 feet to the center line of Pa-Be-Shan Lane extended Easterly; thence North 56°38'17" East 332.59 feet; thence North 60°38'11" East 341.73 feet; thence North 62°46'36" East 1076.70 feet; thence North 36°21'14" East 129.90 feet; thence North 50°49'52" East 799.55 feet; thence North 28°41'45" East 240.88 feet; thence North 28°41'14" East 122.95 feet; thence North 39°28'29" East 513.62 feet; thence North 48°21'04" East 45.56 feet; thence South 8°23'58" East 1172.25 feet; thence North 52°32'14" East 36.54 feet to the East line of said Section 13; thence South 0°00'31" East 1056.18 feet to the point of beginning; being a part of Government Lots 1, 2 and 3, and part of the SE 1/4 of the NE 1/4 and part of the SE 1/4, all in Section 13, Town 34 North, Range 8 West.

shall be amended to read:

Section 3. DESIGNATION OF EXPANDABLE AREA.

The Condominium Project established pursuant to the initial Master Deed of Charlevoix Country Club Condominium and consisting of forty-four (44) Units and, as amended by this Amendment consisting of seventy-four (74) Units may, at the option of the Developer, be expanded to contain in its entirety three hundred (300) Units. Additional Units, if any,

will be upon all or some portion of the following described premises:

In the Township of Charlevoix, Charlevoix County, Michigan; Commencing at the East 1/4 corner of Section 13, Town 34 North, Range 8 West; thence North 00°00'31" West along the East line of said section 885.71 feet; thence West 719.64 feet to the point of beginning; thence South 30°07'20" West 154.48 feet; thence South 63°09'28" West 321.18 feet; thence South 70°37'34" West 191.45 feet; thence North 39°43'39" West 123.42 feet; thence on a curve to the right 120.00 feet (radius is 670.00 feet, long chord bears S59°11'09"W 119.84 feet); thence South 27°00'00" East 180.00 feet; thence South 65°00'00" West 1100.00 feet; thence North 09°53'06" West 163.85 feet; thence South 66°36'48" West 88.25 feet; thence on a curve to the left 56.81 feet (radius is 47.31 feet, long chord bears S32°12'47"W 53.46 feet); thence South 02°11'13" East 75.00 feet; thence on a curve to the right 161.33 feet (radius is 224.16 feet, long chord bears S18°25'51"W 157.87 feet); thence South 39°02'56" West 83.41 feet; thence on a curve to the left 187.51 feet (radius is 123.89 feet, long chord bears S04°18'34"E 170.12 feet); thence on a curve to the left 97.86 feet (radius is 269.02 feet, long chord bears S58°05'20"E 97.32 feet); thence North 16°58'29" East 145.59 feet; thence North 66°00'00" East 780.00 feet; thence North 55°22'49" East 162.79 feet; thence North 58°24'19" East 151.33 feet; thence South 24°00'00" East 205.00 feet; thence South 10°24'00" East 161.37 feet; thence South 22°00'00" East 400.00 feet; thence South 78°00'00" West 650.00 feet; thence North 43°30'45" West 263.63 feet; thence North 18°00'00" West 50.00 feet; thence South 72°00'00" West 100.00 feet; thence South 19°58'43" East 239.11 feet; thence South 30°08'34" East 298.98 feet; thence North 77°01'00" East 212.12 feet; thence North 78°39'56" East 453.37 feet; thence South 86°06'26" East 344.33 feet; thence North 87°51'41" East 806.10 feet; thence on a curve to the left 161.92 feet (radius is 630.00 feet, long chord bears N19°37'54"E 161.48 feet); thence North 12°16'07" East 124.87 feet to the Southerly line of Clubhouse Drive, a 66 foot wide road and utility easement recorded in Liber 342, Page 529; thence on a curve to the left along said drive 40.01 feet (radius is 521.42 feet, long chord bears S77°30'52" E 40.00 feet); thence South 12°16'07" West 124.72 feet; thence on a curve to the right 221.69 feet (radius is 670.00 feet, long chord bears S21°44'52"W 220.68 feet); thence South 42°51'24" East 160.41 feet to the East line of said Section 13; thence North 00°06'27" East along said section line 34.97 feet; thence North 89°53'33" East 330.00 feet; thence South 0°06'27" East 1319.47 feet to the Northerly right of way of Highway U.S. 31; thence North 57°19'21" East along said highway 5208.09 feet; thence on a curve to the left along said right of way 390.03 feet (radius of said curve is 5604.58, long chord bears N55°19'35"E 389.95 feet) to the East line of Section 18, T34N, R7W; thence North 0°09'28" West along said section line 388.82 feet to the East 1/4 corner; thence North 0°22'19" West along said section line 2288.02 feet; thence South 77°27'51" West parallel with the North line of said section 2554.38 feet to the North and South 1/4 line of said section; thence North 0°05'29" West 338.00

feet to the North 1/4 corner; thence South 77°32'49" West 683.04 feet; thence South 41°02'33" West 2264.72 feet; thence South 52°36'09" West 471.85 feet to the West line of said Section 18; thence South 52°32'14" West 36.54 feet; thence North 08°23'58" West 1172.25 feet; thence South 48°21'04" West 45.56 feet; thence South 39°28'29" West 413.62 feet; thence South 03°00'00" West 650.00 feet; thence South 33°00'00" West 170.00 feet; thence South 30°07'20" West 191.85 feet to the point of beginning.

3. Section 7 of Article II of the Condominium Bylaws which presently reads:

Section 7. Developer's Responsibility for Assessments.

The Developer of the Condominium shall be responsible at any time for payment of the monthly Association assessments for Units which it owns.

shall be amended to read:

Section 7. Developer's Responsibility for Assessments.

The Developer in respect to Units 45 through 74 shall be charged a portion of the established Association assessment for each Unit established in the Master Deed. Such portion shall be determined by the officers of the Association based upon the level of common expenses actually incurred in respect of such Units, and it may be altered on a month-to-month basis. Each such Unit must, at a minimum, bear its pro rata portion of the cost of all accounting and legal fees, public liability and casualty insurance (to the extent such incomplete Units are covered by policies of insurance maintained by the Association), utility maintenance, if any, grounds maintenance (including landscaping), real estate taxes in the year of the establishment of the Condominium and maintenance of all General and Limited Common Elements actually servicing any such Units. The management fee shall not be charged Developer in respect to such Units. A portion of the reserve for the repair and replacement of major Common Elements determined according to the timing of the actual installation of the materials for whose repair and replacement this reserve has been established shall be charged Developer.

4. That portion of Article V of Exhibit A to the Master Deed, being the Condominium Bylaws, which presently reads:

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair.

If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

A. Partial Damage.

If the damaged property is a Common Element or the dwelling constructed within the perimeter of a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by the Co-owners in the Condominium that the Condominium shall be terminated pursuant to the provisions of Article VIII, Section 5 of the Master Deed.

B. Total Destruction.

If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless eighty (80%) or more of the Co-owners agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Repair in Accordance with Plans and Specifications.

Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications on file with the appropriate governmental authority for each dwelling in the Project to a condition as comparable as possible to the existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair.

A. Definition of Co-owner Responsibility.

If the damage is only to the dwelling or other improvement constructed within the perimeter of a Unit, or to a Limited Common Element appurtenant thereto which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

B. Damage to Interior of Dwelling.

Each Co-owner shall be responsible for the reconstruction, repair, and maintenance of the interior of the dwelling constructed within the perimeter of his Unit, including, but not limited to floor coverings, wall coverings, window shades, draperies, interior walls, interior trim, furniture, light fixtures and all appliances, whether free standing or built in. In the event damage to a dwelling or to any Limited Common Elements appurtenant thereto is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V. If and to the extent, if any, that any dwelling is covered by insurance held by the Association

for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any improvements located thereon or any part of the Common Elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair.

Except as otherwise provided in Section 3 above of the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of Common Elements, Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable detailed estimates of the cost to replace the damaged property in a condition as good as that existing prior to the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost repair.

Section 5. Timely Reconstruction and Repair.

If damage to Common Elements or the dwelling or improvements constructed within the perimeter of a Unit adversely affects the appearance of the Unit, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement or repair six (6) months after the date of the occurrence which caused damage to the property.

shall be amended to read:

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair.

If any part of the General Common Elements of the Condominium shall be damaged, the property shall be rebuilt or repaired.

Section 2. Repair in Accordance with Plans and Specifications.

Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications on file with the appropriate governmental authority to a condition as comparable as possible to the existing prior to damage unless the Co-owners by two-thirds (2/3) vote shall decide otherwise.

Section 3. Co-owner Responsibility for Repair.

A. Definition of Co-owner Responsibility.

If the damage is only to the dwelling or other improvement constructed within the perimeter of a Unit, or to a Limited Common Element appurtenant thereto which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

B. Damage to Interior of Dwelling.

Each Co-owner shall be responsible for the reconstruction, repair, and maintenance of the interior of the dwelling constructed within the perimeter of his Unit, including, but not limited to floor coverings, wall coverings, window shades, draperies, interior walls, interior trim, furniture, light fixtures and all appliances, whether free standing or built in. In the event damage to a dwelling or to any Limited Common Elements appurtenant thereto is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V. If and to the extent, if any, that any dwelling is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any improvements located thereon or any part of the Common Elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

C. Damage to Dwelling or Improvement Constructed within the Perimeter of Unit.

If the damaged property is to the dwelling or an improvement constructed within the perimeter of a Unit, the property shall, at the option and expense of the Co-owner, be (a) rebuilt or repaired substantially in the manner as it previously existed, or (b) be removed and the premises returned to the condition as existed previously prior to the time of such construction or improvement. The Co-owner shall make such election within sixty (60)

days of such destruction and (i) if it is his election to rebuild, such rebuilding shall be completed within six (6) months of such destruction, or (ii) if it is his election to remove and restore such removal and restoration shall be completed within two (2) months of such election. Should the Co-owner fail to so elect or after election fail to complete his obligations in respect to such election within the time limits above provided; the Association may, but shall not be obligated to, remove the damaged property and restore the premises and charge the Co-owner an amount equal to the cost of such action plus an amount not to exceed twenty (20%) percent of such cost to cover the Association's time and effort. Should the Co-owner fail to pay such amount within thirty (30) days of billing by the Association, the Association shall be entitled to a lien against the Unit in such amount which lien shall be enforceable in the manner of liens which may otherwise attach pursuant to the provisions of this Master Deed.

Section 4. Association Responsibility for Repair.

The Association shall be responsible for the reconstruction, repair and maintenance of Common Elements, Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable detailed estimates of the cost to replace the damaged property in a condition as good as that existing prior to the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are sufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost repair.

Section 5. Timely Reconstruction and Repair.

Subject to the provisions of Section 3. above, if damage to Common Elements or the dwelling or improvements constructed within the perimeter of a Unit adversely affects the appearance of the Unit, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement or repair six (6) months after the date of the occurrence which caused damage to the property.

5. Exhibit "B" to the Master Deed as recorded is hereby amended by substituting attached Sheets 1 through 4 of said Exhibit "B" for Sheets 1 through 4 as presently recorded which presently recorded Sheets 1 through 4 shall be of no further force or effect and by the addition of Sheets 5 and 6 attached.

In all other respects, the original Master Deed of Charlevoix Country Club Condominium, including the Bylaws and Condominium Subdivision Plan attached thereto respectively as Exhibits "A" and "B" is hereby ratified, confirmed and redeclared.

This instrument is dated July 20, 1993.

WITNESSES:

CHARLEVOIX COUNTRY CLUB, INC.

Esther L. Moore
Esther L. Moore

By: [Signature]
Richard Lobenherz

Rita A. McAvoy
Rita A. McAvoy

Its: President

STATE OF MICHIGAN
COUNTY OF CHARLEVOIX

The foregoing Second Amendment to the Master Deed of Charlevoix Country Club Condominium was acknowledged before me this 20th day of July, 1993 by Richard Lobenherz, President of Charlevoix Country Club, Inc., a Michigan corporation on behalf of said corporation.

Esther L. Moore
Esther L. Moore, Notary Public
Charlevoix County, Michigan
My commission expires: 2/9/94

Drafted by: A.S. Bond, Jr., Route 3, Box 2, Bellaire, MI 49615