



874-810

STATE OF MICHIGAN
COUNTY OF CHARLEVOIX
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REGISTER OF DEEDS

**MOUNTAIN CLUB CONDOMINIUM ASSOCIATION
NINTH AMENDMENT TO THE MASTER DEED REDEFINING
CO-OWNER OR OWNER; FORMS OF OWNERSHIP AND
FIRST AMENDMENT TO THE MOUNTAIN CLUB BYLAWS
REDEFINING RESIDENTIAL USE**

This Ninth Amendment of the Mountain Club Master Deed and First Amendment to the Mountain Club Bylaws is made and executed this 3rd day of February, 2009 by the Mountain Club Condominium Association, a Michigan domestic non-profit corporation ("Association"), whose address is P.O. Box 200, Boyne City, Michigan, 49712, pursuant to the provisions of the Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act"), and the Mountain Club Master Deed recorded on January 12, 1994 in Liber 350 at pages 836 through 884, Charlevoix County Records, and known as the Mountain Club, Charlevoix County Condominium Subdivision Plan No. 74, as amended (the "Master Deed").

WHEREAS, Article XI of the Master Deed allows for the amendment of the Master Deed with the consent of 66-2/3% of the Co-Owners; and

WHEREAS, the Mountain Club is now administered by the duly authorized and formed Association of Co-Owners as provided for in the Master Deed and having organized and conducted its first annual meeting on August 31, 2007; and

WHEREAS, the Co-Owners have raised certain concerns regarding certain provisions of the Mountain Club Bylaws and whereas said concerns were brought to the attention of the Mountain Club's board of directors; and

WHEREAS, the following Ninth Amendment to the Master Deed and First Amendment to the Bylaws were proposed by the Association acting upon the vote of

the majority of the board of directors of the Association as reflected in the minutes of the meeting of the board of directors held on the 27th day of July, 2008; and

WHEREAS, more than 66 2/3% of all Co-Owners voted in favor and approved the following Ninth Amendment to the Master Deed and First Amendment to the Bylaws of the Mountain Club as tabulated and reflected in the Minutes of the Special Meeting of the Mountain Club Board of Directors held on the 1st day of February, 2009; and

WHEREAS, said Ninth Amendment to the Master Deed and First Amendment to the Bylaws hereafter set forth do not violate any provisions of the Master Deed or the Act;

NOW THEREFORE, the Mountain Club Association does, upon the recording of this Ninth Amendment to the Master Deed and First Amendment to the Bylaws, hereby amend the same as follows:

1. Section 11 of Article III of the MASTER DEED is amended in its entirety to read as follows:

"Section 11. Co-Owner or Owner; Forms of Ownership. "Co-Owner" means a person or a legal entity (such as a corporation, limited liability company, partnership, association, trust or other form of legal entity) or any combination thereof who or which owns one or more Units in the Condominium. The term "Owner", wherever used, shall be synonymous with the term Co-Owner.

"Single Family Ownership" means the ownership of a Unit by one person, by two or more persons related by blood or marriage, or by a group of not more than two persons not related by blood or marriage living together as a single housekeeping unit. Single Family Ownership may include ownership of a Unit by more than one person or legal entity in shares or fractions (such as by tenants in common or joint tenants), provided that a) the several owners do not exceed in number two or more persons related by blood or marriage or do not exceed a group of not more than two persons not related by blood or marriage, b) the title to the Unit is not conveyed or divided into separate, transferable deeds for the separate shares or fractions, and c) the use of the Unit is not divided into separate use periods assigned among the several owners.

"Single Entity Ownership" means the ownership of a Unit by a single legal entity when the entity is owned or controlled by, or for the benefit of, directly or indirectly, one person, two or more persons related by blood or marriage, or a group of not more than two persons not related by blood or marriage living together as a single housekeeping unit.

"Multiple Ownership" is any form of ownership of a Unit that does not qualify as Single Family Ownership or Single Entity Ownership. The use of a Unit in any manner which differs from the manner of use that would result from legitimate Single Family Ownership or Single Entity Ownership shall be deemed to be a form of Multiple Ownership. The awarding of use of a Unit to the employees, agents or independent contractors of a Co-Owner as a sales incentive or reward for a total of more than two weeks per year is a form of Multiple Ownership.

"Fractional Ownership" is a form of Multiple Ownership in which the title to the Unit is divided into shares or fractions of ownership (such as by tenants in common or joint tenants), and/or the use and occupancy of the Unit is divided into separate use periods in which the right to the possession and use of the Unit is assigned among the various fractional owners.

A "Time-Share Unit" means a Unit in which a Time-share Estate or a Time-Share License exists. A Time-share Estate means a right to occupy a Unit or any of several condominium units during 5 or more separate time periods over a period of at least 5 years, including renewal options, coupled with a freehold estate or an estate for years. A Time-share License means a right to occupy a condominium unit or any of several condominium units during 5 or more separated time periods over a period of at least 5 years, including renewal options, not coupled with a freehold estate or an estate for years."

2. Section 1 of Article V of the BYLAWS is amended in its entirety to read as follows:

"Section 1. Residential Use. No Unit in the Condominium shall be owned in any manner other than Single Family Ownership or Single Entity Ownership, and no Unit in the Condominium shall be used in any manner other than the residential use that would result from legitimate Single Family Ownership or Single Entity Ownership. Multiple Ownership and Fractional Ownership are prohibited. Time-share Units are prohibited. Any commercial uses, including

home occupations, are prohibited, except that occasional garage sales are allowed and home offices that do not result in non-Co-Owner traffic are allowed. Any use of the Common Elements in any manner inconsistent with these allowed uses is prohibited."

3. The balance of the Master Deed and its eight previous Amendments and the Bylaws and the Exhibits attached thereto, except as specifically amended hereby, shall remain the same and in full force and effect.

Executed this 3rd day of February, 2009.

This Ninth Amendment to the Master Deed and First Amendment to the Bylaws are hereby APPROVED AND ADOPTED.

MOUNTAIN CLUB CONDOMINIUM
ASSOCIATION

George F. Adams
By: GEORGE F. ADAMS
Its: President

STATE OF MICHIGAN)
COUNTY OF CHARLEVOIX)ss

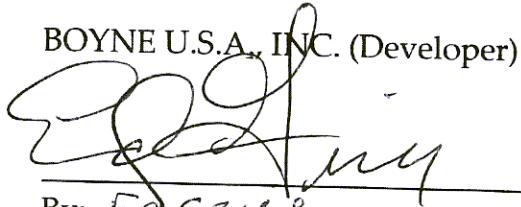
The foregoing instrument was acknowledged before me this 3rd day of February, 2009.

David L. Beyer

Notary Public, County of
Acting in County of
Commission Expires:

David L. Beyer
Notary Public-State of MI
County of Charlevoix
My Comm Expires 6-16-2012

BOYNE U.S.A., INC. (Developer)



By: Ed Grice

Its: General manager

STATE OF MICHIGAN)
COUNTY OF CHARLEVOIX)ss

The foregoing instrument was acknowledged before me this 3rd day of February, 2009.



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Acting in County of
Commission Expires:

David L. Beyer
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My Comm Expires 6-16-2012

Drafted by:
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David L. Beyer
Notary Public-State of MI
County of Charlevoix
My Comm Expires 6-16-2012