



201500008030

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ANTRIM COUNTY MICHIGAN  
PATTY NIEPOTH  
REGISTER OF DEEDS  
09/25/2015 11:09 AM  
PAGES: 4

**Second Amendment  
Second Restatement of The  
SHANTY CREEK-SCHUSS MOUNTAIN  
VACATION PLAN USE MANAGEMENT TRUST AGREEMENT**

**THIS SECOND AMENDMENT TO THE SECOND RESTATEMENT OF THE SHANTY CREEK-SCHUSS MOUNTAIN VACATION PLAN USE MANAGEMENT TRUST AGREEMENT**, hereinafter referred to as the "Trust Agreement", is made and entered into this 24<sup>th</sup> day of September, 2015, by and between The Real Estate Place of Bellaire, Inc., a Michigan Corporation, d/b/a Vacation Properties Network - Shanty Creek-Schuss Mountain ("TREP"); and the Trustee of Shanty Creek-Schuss Mountain Vacation Owners' Association, a Michigan Nonprofit Corporation located in Bellaire, Michigan, as Trustee ("Trustee").

WHEREAS, the original Shanty Creek-Schuss Mountain Vacation Plan Use Management Trust Agreement ("original Trust Agreement") entered into October 30, 1992, and recorded in Liber 382, Pages 0819 through 0859, Antrim County Register of Deeds, Antrim County, Michigan, as may have been amended, was superceded in its entirety by Restatement of the Shanty Creek-Schuss Mountain Vacation Plan Use Management Trust Agreement, and recorded in Liber 466, Pages 356 through 381, as may have been amended, was superseded in its entirety by the Second Restatement of the Shanty Creek-Schuss Mountain Vacation Plan Use Management Trust Agreement, and recorded in Liber 726, Pages 1096 through 1123, and as amended by the First Amendment Second Restatement of the Shanty Creek-Schuss Mountain Vacation Plan Use Management Trust Agreement recorded in Liber 787, Pages 2600 through 2603, Antrim County Records ("Trust Agreement").

WHEREAS, Section 16.05 of the Trust Agreement sets forth the right of Plan Manager, Trustee, and TREP to amend the Trust Agreement in writing from time to time as necessary to clarify or to correct inconsistencies in this Trust Agreement, errors in typing or preparation of this Trust Agreement, or in any manner necessary or convenient to bring this Trust Agreement into compliance with applicable laws, judicial decisions, ordinances, rules and regulations of governmental authorities having jurisdiction over the Trust Property or over the registration of the Units or interests therein and in order to give full force and effect to the provisions of the Trust Agreement and to assure the provisions of the Trust Agreement will be valid under applicable law and enforceable in accordance with the terms of the Trust Agreement.

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WHEREAS, pursuant to Section 1.13 of the Trust Agreement, TREP is the Plan Manager.

WHEREAS, the Plan Manager, Trustee and TREP wish to amend the Trust Agreement to clarify certain obligations and rights and to give full force and effect to the provisions of the Trust Agreement.

NOW, THEREFORE, the parties hereto amend the Trust Agreement as follows:

1. Amend Section 12.02, to read as follows:

**Section 12.02 – Failure to Obtain Consent Prior to Transfer.** An Owner who transfers his interest in a Property or VOI without first obtaining the written consent of the Plan Manager as provided for in Section 12.01 and Section 13.02, shall remain personally liable for all monies owed to the Plan Manager and Owner's Association related to the transferred VOI until such time as such written consent is obtained by the Plan Manager.

2. Amend Article XII to include Section 12.03 to read as follows:

**Section 12.03 -** Upon the sale or conveyance of a Property or VOI, all unpaid assessments against the Property or VOI shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid on the unit; and (b) payments due under first mortgages having priority thereto. A purchaser of a Property or VOI is entitled to written statement from the Plan Manager setting forth the amount of unpaid assessments outstanding against the Property or VOI, and the purchaser is not liable for unpaid assessments in excess of the amount set forth in such written statement, nor shall the Property or VOI be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Plan Manager as provided herein at least five (5) days before the transfer or conveyance of the Property or VOI shall be liable for any unpaid assessments against the Property or VOI together with interest, costs, and attorney's fees incurred in connection with the collection thereof.

3. In all other respects the Trust Agreement is ratified and reconfirmed.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Trust Agreement the day and year first above written.

THE REAL ESTATE PLACE OF  
BELLAIRE, INC.

By:   
H. Grant Rowe  
Its: President

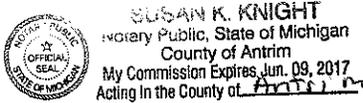
THE REAL ESTATE PLACE OF  
BELLAIRE, INC.  
"PLAN MANAGER"

By: *H. Grant Rowe*  
H. Grant Rowe  
Its: President

STATE OF MICHIGAN     )  
                                          )SS.  
COUNTY OF ANTRIM     )

Subscribed and sworn to before me this 24<sup>th</sup> day of September, 2015, by H. Grant Rowe, President of The Real Estate Place of Bellaire, Inc., a Michigan Corporation.

*Susan K Knight*  
*Susan K Knight* Notary Public  
Antrim County, Michigan  
Acting in Antrim County, Michigan  
My commission expires: 6-9-2017



SHANTY CREEK-SCHUSS MOUNTAIN  
VACATION OWNERS' ASSOCIATION  
"TRUSTEE"

By: *Scott Bicknell*  
Scott Bicknell  
Its: Vice President

STATE OF MICHIGAN     )  
                                          )SS.  
COUNTY OF ANTRIM     )

Subscribed and sworn to before me this 24<sup>th</sup> day of September, 2015, by Scott Bicknell, Vice President of Shanty Creek-Schuss Mountain Vacation Owners' Association, a Michigan Nonprofit Corporation.

*Susan K Knight*  
*Susan K Knight*, Notary Public  
Antrim County, Michigan  
Acting in Antrim County, Michigan  
My commission expires: 6-9-2017



**Prepared By/When Recorded Return To:**

David H. Rowe, Esq.

Alward, Fisher, Rice, Rowe & Graf, PLC

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