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COUNTY OF KALAMAZOO



AMENDMENT TO MASTER DEED

BRIDGEVIEW

Kalamazoo County State Bank, a Michigan Banking Corporation, whose address is 233 North Grand Street, Schoolcraft, Michigan 49087, being the Successor Developer of Bridgeview, Kalamazoo County Condominium Subdivision Plan No. 164, established pursuant to the Master Deed thereof recorded on September 2, 2004 as Document No. 2004-043782, Kalamazoo County Records, pursuant to the Sheriff's Deed recorded in Document 2009-006565, Kalamazoo County Records and pursuant to the authority granted in the Michigan Condominium Act and the authority reserved in the Master Deed, hereby amends the Master Deed as set forth below.

Upon recordation of this Amendment in the Office of the Kalamazoo County Register of Deeds, the Master Deed shall be amended in the following manner:

1. The following language shall be added at the end of Article VIII, EASEMENTS:

A non-exclusive easement for ingress and egress over the property described on Addendum A (the easement parcel) shall be reserved to Kalamazoo County State Bank, a Michigan Banking Corporation, and its successors and assigns, and granted to Vicksburg Municipal Building Authority, whose address is 126 North Kalamazoo, Vicksburg, Michigan 49097 and its successors and assigns, and to the contractors, employees, agents, and invitees of each. Such easement shall be for the benefit of the property described on Addendum B and for the benefit of such other property as Kalamazoo County State Bank or its successors and assigns may further designate. Such easement shall terminate upon the dedication of the easement parcel to the public. Kalamazoo County State Bank reserves for itself and its successors and assigns the unilateral and unrestricted right to dedicate such property to the public.

**ALL THE REST RESIDUE AND REMAINDER OF THE MASTER DEED
SHALL REMAIN UNCHANGED AND OF FULL FORCE AND EFFECT.**

IN WITNESS WHEREOF, this Amendment to the Master Deed of Bridgeview has been

executed on December 23rd 2009.

Kalamazoo County State Bank,
a Michigan Banking Corporation

By: James MacPhee
James MacPhee

Its: Chief Executive Officer

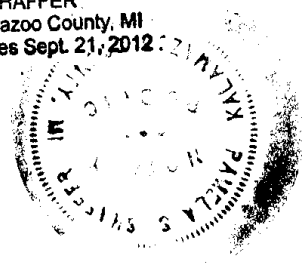
By: Joseph Thorne Angell
Joseph Thorne Angell

Its: Chairman of the Board

This instrument was acknowledged before me by James MacPhee, Chief Executive Officer, and Joseph Thorne Angell, Chairman of the Board, of Kalamazoo County State Bank, a Michigan Banking Corporation, on behalf of the corporation, this 23rd day of December, 2009.

Pamela S. Shaffer
Pamela S. Shaffer Notary Public
Kalamazoo County
My commission expires: 09/21/2012

PAMELA S. SHAFFER
Notary Public, Kalamazoo County, MI
My Commission Expires Sept. 21, 2012



Drafted by and when recorded return to:
James R. Durant
8051 Moorsbridge
Portage, MI 490242

 2010-000667
Page: 2 of 6
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KALAMAZOO CO ST BANK AMND-Kalamazoo ROD

ADDENDUM "A"

Beginning at the Northeast corner of Bridgeview, a Condominium, according to the Master Deed recorded in Document No. 2004-043782, and designated as Kalamazoo County Condominium Subdivision Plan No. 164; thence South 00°-41'-07" West along the East line of said Condominium, 1,273.84 feet; thence Southwesterly 102.38 feet along a curve to the right with a radius of 62.00 feet and a chord bearing South 58°-16'-45" West, 91.14 feet; thence Northwesterly 485.30 feet along a curve to the right with a radius of 512.00 feet and a chord bearing North 47°-15'-34" West, 467.33 feet; thence Northwesterly 170.22 feet along a curve to the left with a radius of 318.00 feet and a chord bearing North 35°-26'-26" West, 168.19 feet; thence Northerly 123.72 feet along a curve to the right with a radius of 107.00 feet and a chord bearing North 17°-39'-07" West, 116.94 feet; thence North 15°-28'-17" East, 27.93 feet; thence North 03°-10'-25" West, 76.52 feet; thence South 88°-33'-15" East, 385.99 feet; thence South 01°-26'-45" West, 5.15 feet; thence Northeasterly 41.58 feet along a curve to the left with a radius of 25.00 feet and a chord bearing North 43°-48'-09" East, 36.95 feet; thence Northeasterly 72.72 feet along a curve to the right with a radius of 76.00 feet and a chord bearing North 23°-34'-11" East, 69.97 feet; thence Northeasterly 78.99 feet along a curve to the left with a radius of 90.00 feet and a chord bearing North 25°-50'-16" East, 76.48 feet; thence North 00°-41'-43" East, 263.95 feet; thence Northwesterly 52.42 feet along a curve to the left with a radius of 228.05 feet and a chord bearing North 05°-53'-25" West, 52.31 feet; thence Northeasterly 66.96 feet along a curve to the right with a radius of 76.00 feet and a chord bearing North 12°-45'-51" East, 64.82 feet; thence Northerly 50.63 feet along a curve to the left with a radius of 40.07 feet and a chord bearing North 01°-48'-26" East, 47.33 feet; thence Northwesterly 48.39 feet along a curve to the right with a radius of 112.01 feet; and a chord bearing North 22°-00'-51" West, 48.01 feet; thence Northwesterly 34.97 feet along a curve to the left with a radius of 25.00 feet and a chord bearing North 49°-42'-52" West, 32.19 feet; thence North 89°-47'-27" West, 41.41 feet; thence North 00°-12'-33" East, 16.60 feet to the North line of said Condominium; thence South 89°-47'-27" East along said North line, 163.39 feet to the place of beginning.

EXCEPT Commencing at the Northeast corner of Bridgeview, a Condominium, according to the Master Deed recorded in Document No. 2004-043782, Kalamazoo County Records, and designated as Kalamazoo County Condominium Subdivision Plan No. 164; thence South 00°-41'-07" West along the East line of said Condominium, 720.19 feet; thence North 88°-33'-15" West, 98.17 feet for the place of beginning of the land hereinafter described; thence Southwesterly 43.69 feet along a curve to the right with a radius of 90.07 feet and a chord bearing South 17°-19'-55" East, 43.26 feet; thence Southeasterly 64.81 feet along a curve to the left with a radius of 137.67 feet and a chord bearing South 16°-55'-20" East, 64.21 feet; thence Southeasterly 46.68 feet along a curve to the right with a radius of 86.02 feet and a chord bearing South 14°-51'-44" East, 46.11 feet; thence South 00°-41'-03" West, 84.36 feet; thence Southeasterly 42.51 feet along a curve to the left with a radius of 138.00 feet and a chord bearing South 07°-31'-37" East, 42.34 feet; thence Southeasterly 26.76 feet along a curve to the right with a radius of 90.00 feet and a chord bearing South 07°-49'-58" East, 26.66 feet; thence South 00°-41'-07" West, 244.48 feet; thence Southwesterly 32.96 feet along a curve to the right with a radius of 18.00 feet and a chord bearing South 53°-08'-10" West, 28.54 feet; thence Northwesterly 443.59 feet along a curve to the right with a radius of 468.00 feet and a chord bearing North 47°-15'-34" West, 427.17 feet; thence Northwesterly 193.77 feet along a curve to the left with a radius of 362.00 feet and a chord bearing North 35°-26'-26" West, 191.47 feet; thence Northeasterly 136.41 feet along a curve to the right with a radius of 63.00 feet and a chord bearing North 11°-15'-15" East, 111.28 feet; thence North 01°-26'-45" East, 10.36 feet; thence South 88°-33'-15" East, 302.43 feet; thence North 01°-26'-45" East, 5.73 feet; thence South 88°-33'-15" East, 74.50 feet to the place of beginning.

Tax parcel number: part of 3914-24-110-050



ADDENDUM "B"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE VILLAGE OF VICKSBURG, KALAMAZOO COUNTY, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

All that land located in the Northeast 1/4 and the Southeast 1/4 of Section 23, Town 4 South, Range 11 West, Village of Vicksburg, Kalamazoo County, Michigan, EXCEPT Angels Crossing, a Condominium according to the Master Deed recorded in Document No. 2003-066510 and amended by First Amendment to Master Deed recorded in Document No. 2004-034901 and Second Amendment to Master Deed recorded in Document No. 2009-020539, Kalamazoo County Records, and designated as Kalamazoo County Condominium Subdivision Plan No. 158. Together with rights in common elements as set forth in the Master Deed and as described in Act 59 of Public Acts of 1978 and amendments thereto.

ALSO EXCEPT Beginning at a point on the North and South 1/4 line of Section 23, Town 4 South, Range 11 West, Village of Vicksburg, Kalamazoo County, Michigan, South 00°-37'-11" West, 369.20 feet from the center 1/4 post of said Section; thence South 09°-04'-11" East, 319.50 feet; thence South 21 °-29'-02" West, 150.99 feet to said 1/4 line; thence North 00°-37'-11" East along said 1/4 line, 456.03 feet to the place of beginning.

Tax parcel number: 3914-23-205-017; 3914-23-205-016 and 3914-23-480-015

Parcel 2:

All that land located in the Northwest 1/4 of Section 24, Town 4 South, Range 11 West, Village of Vicksburg, Kalamazoo County, Michigan, EXCEPT all that part of the Northwest 1/4 of Section 24, Town 4 South, Range 11 West, Village of Vicksburg, Kalamazoo County, Michigan, lying North of the Portage Creek and East of a line described as: Beginning at a point on the North line of said Section South 89°-47'-27" East, 1,224.16 feet from the Northwest corner of said Section; thence South 00°-41'-07" West, 33.00 feet to the Northeast corner of Bridgeview, a Condominium, according to the Master Deed recorded in Instrument No. 2004-043782, and designated as Kalamazoo County Condominium Subdivision Plan No. 164; thence continuing South 00°-41'-07" West along the East line of said Condominium, 1,243.76 feet to the Southeast corner of said Condominium; thence continuing South 00°-41'-07" West to Portage Creek and the point of ending.

ALSO EXCEPT Bridgeview, a Condominium, according to the Master Deed recorded in Document No. 2004-043782, Kalamazoo County Records, and designated as Kalamazoo County Condominium Subdivision Plan No. 164. Together with rights in common elements as set forth in the Master Deed and as described in Act 59 of Public Acts of 1978 and amendments thereto.

ALSO EXCEPT Commencing at a point on the North line of Section 24, Town 4 South, Range 11 West, Village of Vicksburg, Kalamazoo County, Michigan, South 89°-47'-27" East, 1,224.16 feet from the Northwest corner of said Section; thence South 00°-41'-07" West, 33.00 feet to the Northeast corner of Bridgeview, a Condominium, according to the Master Deed recorded in Document No. 2004-043782, and designated as Kalamazoo County Condominium Subdivision Plan No. 164; thence continuing South 00°-41'-07" West along the East line of said Condominium, 835.15 feet; thence North 88°-33'-15" West, 187.91 feet for the place of beginning of the land hereinafter described; thence South 00°-00'-00" East, 187.35 feet; thence North 90°-00'-00" West, 63.04 feet; thence North 23°-36'-41" West, 86.75 feet; thence South 64°-06'-30" West, 134.39 feet; thence Northwesterly 157.08 feet along a curve to the left with a radius of 352.00 feet and a chord bearing North 37°-59'-27" West, 155.78 feet; thence Northwesterly 60.53 feet along a curve to the right with a radius of 73.00 feet and a chord bearing North 27°-01'-19" West, 58.81 feet; thence South 88°-33'-15" East, 341.40 feet to the place of beginning.

Tax parcel number: 3914-24-105-016; 3914-24-105-018 and part of 3914-24-330-



LEGAL DESCRIPTION

(Continued)

Parcel 3:

All that land located in the Southwest 1/4 of Section 24, Town 4 South, Range 11 West, Village of Vicksburg, Kalamazoo Cou

ALSO EXCEPT the West 20.00 feet of the South 661.20 feet of the East 1/2 of the Southwest 1/4 of said Section.

ALSO EXCEPT Commencing at the South 1/4 post of Section 24, Town 4 South, Range 11 West, Village of Vicksburg, Kalamazoo County, Michigan; thence South 89°-47'-30" West along the South line of said Section, 1,169.86 feet; thence North 00°-20'-41" East, parallel with the North and South 1/4 line, 525.00 feet; thence North 89°-47'-30" East, 193.23 feet; thence North 65°-29'-20" East, 1,076.35 feet to the North and South 1/4 line; thence South 00°-20'-47" West along said 1/4 line, 968.00 feet to the place of beginning. Subject to an ingress and egress easement described as: Commencing at the South 1/4 post of Section 24, Town 4 South, Range 11 West, Village of Vicksburg, Kalamazoo County, Michigan; thence South 89°-47'-30" West along the South line of said Section, 1,002.78 feet; thence North 00°-20'-48" East, 33.00 feet for the place of beginning of the easement hereinafter described; thence continuing North 00°-20'-48" East, 32.97 feet; thence South 86°-15'-39" West, 120.85 feet; thence Northwesterly 123.87 feet along a curve to the right with a radius of 71.50 feet and a chord bearing North 44°-06'-29" West, 108.95 feet; thence Northerly 388.43 feet along a curve to the left with a radius of 2,903.50 feet and a chord bearing North 01°-41'-25" East, 388.14 feet; thence North 89°-47'-30" East parallel with the South line of said Section, 33.02 feet; thence Southerly 391.73 feet along a curve to the right with a radius of 2,936.50 feet and a chord bearing South 01°-42'-04" West, 391.44 feet; thence Southeasterly 66.70 feet along a curve to the left with a radius of 38.50 feet and a chord bearing South 44°-06'-29" East, 58.67 feet; thence North 86°-15'-39" East, 123.21 feet; thence North 89°-47'-32" East, 57.58 feet; thence South 00°-20'-48" West, 66.06 feet; thence South 89°-47'-30" West, 57.58 feet to the place of beginning.

Tax parcel number: part of 3914-24-330-017

Parcel 4:

That part of the Northeast 1/4 of Section 24, Town 4 South, Range 11 West, Village of Vicksburg, Kalamazoo County, Michigan, being more particularly described as: Beginning at the East 1/4 post of Section 24, Town 4 South, Range 11 West, Schoolcraft Township, Kalamazoo County, Michigan; thence South 89°-48'-41" West along the East and West 1/4 line of said Section, 2,668.06 feet to the center 1/4 post of said Section; thence North 00°-22'-58" East along the North and South 1/4 line of said Section, 1,278 feet, more or less, to the center line of Portage Creek; thence Easterly along said center line to a point 245 feet, more or less, South of and at right angles to the North line of the South 1/2 of said Section; thence North 89°-47'-36" East and parallel to said North line, 518 feet, more or less, to the intersection of the relocated center line of Portage Creek; thence Easterly and Northerly along said center line to its intersection with the North line of the South 1/2 of the Northeast 1/4 of said Section; thence North 89°-47'-36" East to a point along the North line of said South 1/2, said point being South 89°-47'-36" West, 545.00 feet from the Northeast corner of the South 1/2 of the Northeast 1/4 of said Section; thence South 00°-11'-51" West and parallel to the East line of said Northeast 1/4, 1,259.49 feet; thence North 89°-48'-41" East and parallel to the South line of said Northeast 1/4, 545.00 feet; thence South 00°-11'-51" West along the East line of said Northeast 1/4, 66.00 feet to the place of beginning.

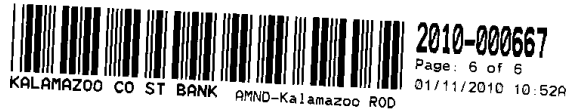
Tax parcel number: part of 3914-24-330-017

LEGAL DESCRIPTION
(Continued)

Parcel 5:

That part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Town 4 South, Range 11 West, Village of Vicksburg, Kalamazoo County, Michigan, Except A parcel of land situated in the Southeast 1/4 of Section 24, Town 4 South, Range 11 West, Village of Vicksburg, Kalamazoo County, Michigan, being more particularly described as follows: Commencing at the South 1/4 post of said Section; thence North 00°-35'-31" East, 1,323.87 feet along the North and South 1/4 line of said Section to the South line of the Northwest 1/4 of the Southeast 1/4 of said Section; thence South 89°-54'-25" East, 1,026.47 feet along said South line to the place of beginning; thence North 00°-28'-11" East, parallel with the East line of said Northwest 1/4 of the Southeast 1/4, 385.08 feet; thence North 89°-31'-49" West, perpendicular with said East line, 225.00 feet; thence North 00°-28'-11" East, parallel with said East line, 100.00 feet; thence South 89°-31'-49" East, perpendicular with said East line, 225.00 feet; thence North 00°-28'-11" East, parallel with said East line, 131.15 feet; thence South 89°-31'-49" East, perpendicular with said East line, 310.00 feet to said East line; thence South 00°-28'-11" West along said East line, 614.19 feet to said South line; thence North 89°-54'-25" West along said South line, 310.01 feet to the place of beginning.

Tax parcel number: part of 3914-24-330-017





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COUNTY OF KALAMAZOO

**SECOND AMENDMENT TO MASTER DEED OF
BRIDGEVIEW**

This Second Amendment to Master Deed (this "Amendment") is made and executed on this 7th day of May, 2013, by Kalamazoo County State Bank, a Michigan Banking Corporation whose address is 223 North Grand, Schoolcraft, Michigan, hereinafter referred to as the "Developer", pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act").

Background

A. Bridgeview was established as a condominium project (the "Condominium") pursuant to the Master Deed of Bridgeview dated August 30, 2004 and recorded on September 2, 2004 at 2004-043782 of Kalamazoo County Records – being designated as Kalamazoo County Subdivision Plan No. 164, as amended by that certain Amendment to Master Deed – Bridgeview dated December 23, 2009 and recorded on January 11, 2010 at 2010-000667 of Kalamazoo County Records (collectively, the "Master Deed"). Developer has succeeded to the rights of South County Golf Development, L.L.C., a Michigan limited liability company, as the original "Developer" under the Master Deed ("Original Developer") by that certain Sheriff's Deed recorded after foreclosure and recorded in Document 2009-006565 of Kalamazoo County Records.

B. Original Developer commenced construction of the Bridgeview Condominium project (the "Project") on or about October 15, 2004 (the "Commencement Date"). Original Developer had not yet completed the development and construction of the Project as of the date of Developer's foreclosure on the Project and succession to the rights of Original Developer under the Master Deed. As of the date hereof, the development and construction of certain units and improvements within the Project remain incomplete.

C. Notwithstanding anything in the Act or the Master Deed to the contrary, Developer and the Co-owners (as defined by the Master Deed) desire to amend the Master Deed so as to (i) provide that each member of the Board of Directors of the Bridgeview Condominium Association may, but need not, be a Co-owner of a Unit within the Project; (ii) allow for the continuation of development and construction activities at the Project by extending the withdrawal period under Section 67 of the Act; (iii) add two (2) additional Units (as defined by the Master Deed) to the Condominium; and (iv) replace the Condominium Subdivision Plan attached to the Master Deed to include the additional Units created hereby and to reflect certain other modifications to the Project as contemplated herein.

D. In accordance with Article X of the Master Deed and Section 90 of the Act, this Amendment is made by the Developer with the unanimous consent of all of the Co-owners and Mortgagees, and shall be deemed effective immediately upon recording.

Amendment

NOW, THEREFORE, the Developer does, upon recording hereof, make the following amendments to the Master Deed:

1. Non-Co-owners Eligible to Serve on Association Board of Directors. The first sentence of Section 1.4 of Exhibit "A" of the Master Deed is hereby deleted in its entirety and replaced with the following:

"The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation, and each of whom may, but need not, be a member of the Association."

2. Extension of Withdrawal Period. The ten (10) year period contemplated by Section 67 of the Act during which Developer may withdraw certain undeveloped portions of the Project from the Condominium is hereby extended by an additional period of ten (10) years commencing on the date of this Amendment. Developer and any successor to the Developer's rights under the Master Deed shall be permitted to continue the development and construction of such undeveloped portions of the Project for such extended period without any cessation of Developer's rights or the conversion of any General Common Elements as contemplated by Section 67 of the Act.

3. Replat of Condominium Subdivision Plan. Replat No. 1 of the Condominium Subdivision Plan for Bridgeview, attached hereto as Exhibit A ("Replat No. 1"), shall, upon recordation of this Amendment, replace and supersede the Condominium Subdivision Plan (being the Exhibit "B" to the Master Deed) (the "Prior Condominium Subdivision Plan"), and said Prior Condominium Subdivision Plan shall be of no further force or effect. Replat No. 1 is hereby added to the Master Deed upon recordation of this Amendment, which shall include recordation of the said Replat No. 1.

4. Addition of Unit 29 and Unit 30. The Master Deed is hereby amended to add Unit 29 and Unit 30 to the Project as shown on Replat No. 1. The sizes and locations of Unit 29 and Unit 30, together with any Limited Common Elements thereof shall be as set forth on Replat No. 1 attached hereto.

5. Initial Percentages of Value. The table set forth in Article V(B) of the Master Deed containing the initial Unit percentages of value is hereby deleted in its entirety and replaced with the following:

<u>Unit</u>	<u>% of Value</u>	<u>Unit</u>	<u>% of Value</u>
1	3.33%	16	3.33%
2	3.33%	17	3.33%
3	3.33%	18	3.33%
4	3.33%	19	3.33%
5	3.33%	20	3.33%
6	3.33%	21	3.33%
7	3.33%	22	3.33%
8	3.33%	23	3.33%
9	3.33%	24	3.33%
10	3.33%	25	3.33%
11	3.33%	26	3.33%
12	3.33%	27	3.33%
13	3.33%	28	3.33%
14	3.33%	29	3.33%
15	3.33%	30	3.33%

6. Area of Future Development.

(a) The legal description of the area of Future Development as described in Article VII of the Master Deed is hereby deleted in its entirety and replaced with the legal descriptions of the areas of Future Development shown as Future Development A, Future Development B and Future Development C on Exhibit B attached hereto. Such replacement legal descriptions shall collectively constitute the area of "Future Development" as defined in said Article VII.

(b) If Developer, or its successors and assigns, from time to time elect to expand the Condominium Project by increasing the number of Units within any portion or all of the area of Future Development, as provided in said Article VII, such election(s) must occur within six (6) years from the date of recording of this Amendment.

(c) No Unit established within the area of Future Development shall be used for other than single-family residential purposes in accordance with the zoning ordinance of the Village of Vicksburg.

(d) The Developer's Review Committee shall ensure in its design review that all buildings,

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Pages: 2 of 17 AMND

JAMES R DURANT

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



residences or other structures or outside improvements, exterior additions, changes or alterations of any kind commenced, erected or maintained on any Unit established within the area of Future Development shall be substantially compatible with similar structures on Units located on the land included in the original Master Deed.

(e) The Developer reserves the right to create any and all easements contemplated by Article VIII of the Master Deed which shall burden or benefit, as the case may be, all or any portion of the land included in the original Master Deed and all or any portion of the area of Future Development.


7. Co-owner and Mortgagee Approval. This Amendment has been consented to and approved by the Co-owners (as evidenced by the Action by Written Consent of the Members of Bridgeview Condominium Association in Lieu of Annual Meeting dated as of May 7, 2013, attached hereto as Exhibit C) and the Mortgagees, respectively, to the extent required by the Master Deed and the applicable provisions of the Act.

8. Definitions. All of the capitalized terms not otherwise defined herein shall have the definitions given to such terms in the Master Deed.

9. Conflicts. In the event of a conflict or inconsistency between the terms of this Amendment and the terms of the Master Deed, the terms of this Amendment shall govern. In all other respects, other than as hereinabove indicated, the Master Deed of Bridgeview, as amended, is hereby ratified and affirmed.

[Signature and Notarial Acknowledgement on Following Page]

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Pages: 3 of 17 AMND
JAMES R DURANT
Timothy A. Snow County Clerk/Register Kalamazoo County, MI



This Amendment has been signed by the Developer as of the date and year set forth above.

Kalamazoo County State Bank, a
Michigan Banking Corporation

By: James D. MacPhee

Printed: James MacPhee
Its: Chief Executive Officer

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 7th day of May, 2013, by James MacPhee, the Chief Executive Officer of Kalamazoo County State Bank on behalf of the Bank.

Deborah Vogds
Notary Public, Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My Commission expires: 12-10-2018

Drafted by, and when recorded return to:
James R. Durant
8051 Moorsbridge
Portage, MI 49024

2013-023262 05/23/2013 03:26:22 PM
Pages: 4 of 17 AMND
JAMES R DURANT
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

EXHIBIT "A"
REPLAT NO. 1 OF KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 164

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Pages: 5 of 17 AMND

JAMES R DURANT

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



REPLAT NUMBER 1 TO KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 164
EXHIBIT "B" TO THE MASTER DEED OF:

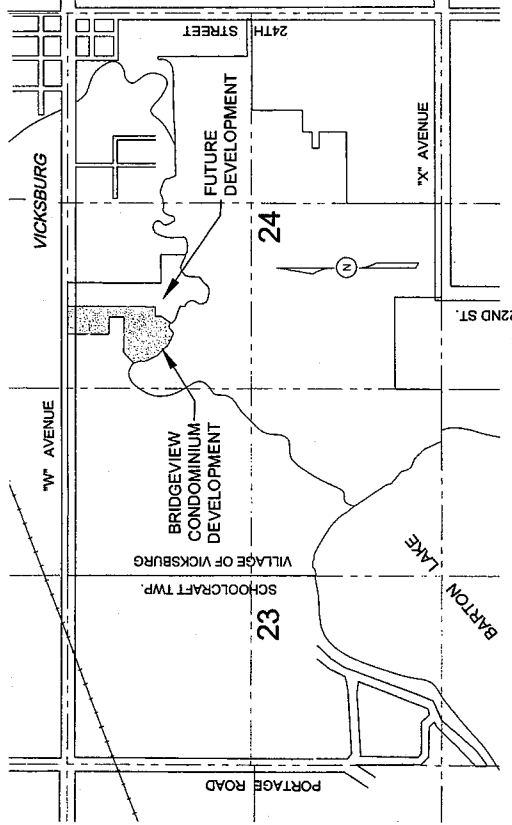
BRIDGEVIEW

LOCATED IN SECTION 24, T. 4 S., R. 11 W.
VILLAGE OF VICKSBURG, KALAMAZOO COUNTY, MICHIGAN

OWNER - DEVELOPER
KALAMAZOO COUNTY STATE BANK
223 NORTH GRAND STREET
SCHOOLCRAFT, MI 49087
PHONE - 269-679-5291

SURVEYOR - ENGINEER
Prein&Newhof
Engineers • Surveyors • Environmental & Soils Laboratory
7123 STADIUM DRIVE
KALAMAZOO, MICHIGAN 49009
PHONE: (269) 372-1158

REPLAT NO. 1 TO BRIDGEVIEW:
Commencing at the Northwest corner of Section 24, T. 4 S., R. 11 W., Village of Vicksburg, Kalamazoo County, Michigan; thence South 89°-47'-37" East, 1,224.16 feet; thence South 00°-41'-07" West, 33.00 feet to the South right-of-way line of East "W" Avenue and the place of beginning of the land hereinafter described; thence continuing South 00°-41'-07" West, 1,243.76 feet; thence North 89°-18'-53" West, 135.00 feet; thence South 00°-41'-07" West, 83.43 feet; thence South 36°-14'-40" West, 157.15 feet to an intermediate traverse line along Portage Creek; thence along said traverse line for the next 6 courses: North 54°-48'-22" West, 64.55 feet; thence South 61°-27'-02" West, 126.11 feet; thence North 52°-31'-19" West, 385.36 feet; thence North 23°-37'-02" West, 184.93 feet; thence North 05°-47'-33" East, 67.40 feet; thence North 16°-02'-32" West, 90.30 feet; thence North 46°-35'-38" East, 192.10 feet; thence South 88°-33'-15" East, 506.40; thence North 00°-41'-07" East, 212.52 feet; thence North 88°-33'-15" West, 250.00 feet; thence North 00°-41'-07" East, 581.00 feet to the South right-of-way line of East "W" Avenue; thence South 89°-47'-27" East thereon, 400.00 feet to the place of beginning. Together with all land lying between the intermediate traverse line and Portage Creek. Containing 16.18 Acres, more or less.



VICINITY MAP
(SCALE: 1" = 800')

SHEET INDEX

- 1. COVER SHEET
- 2. SURVEY & SITE PLAN
- 3. UTILITY PLAN
- 4. FUTURE DEVELOPMENT
- 5. BUILDING PLAN & ELEVATION
- 6. SURVEY PLAN & ELEVATION

NOTE:
ASTERISK (*) INDICATES
AMENDED OR NEW SHEETS
DATED APRIL 30, 2013.

WITH THIS RECORDING, THESE
SHEETS ARE A REPLACEMENT
OF THOSE SHEETS PREVIOUSLY
RECORDED



PROPOSED: 4/30/2013
AS-BUILT:
SHEET NO.: 1 OF 6

2013-023262 05/23/2013 03:26:22 PM

Pages: 6 of 17 AMND

JAMES R DURANT

Timothy A. Snow County Clerk/Register Kalamazoo County, MI

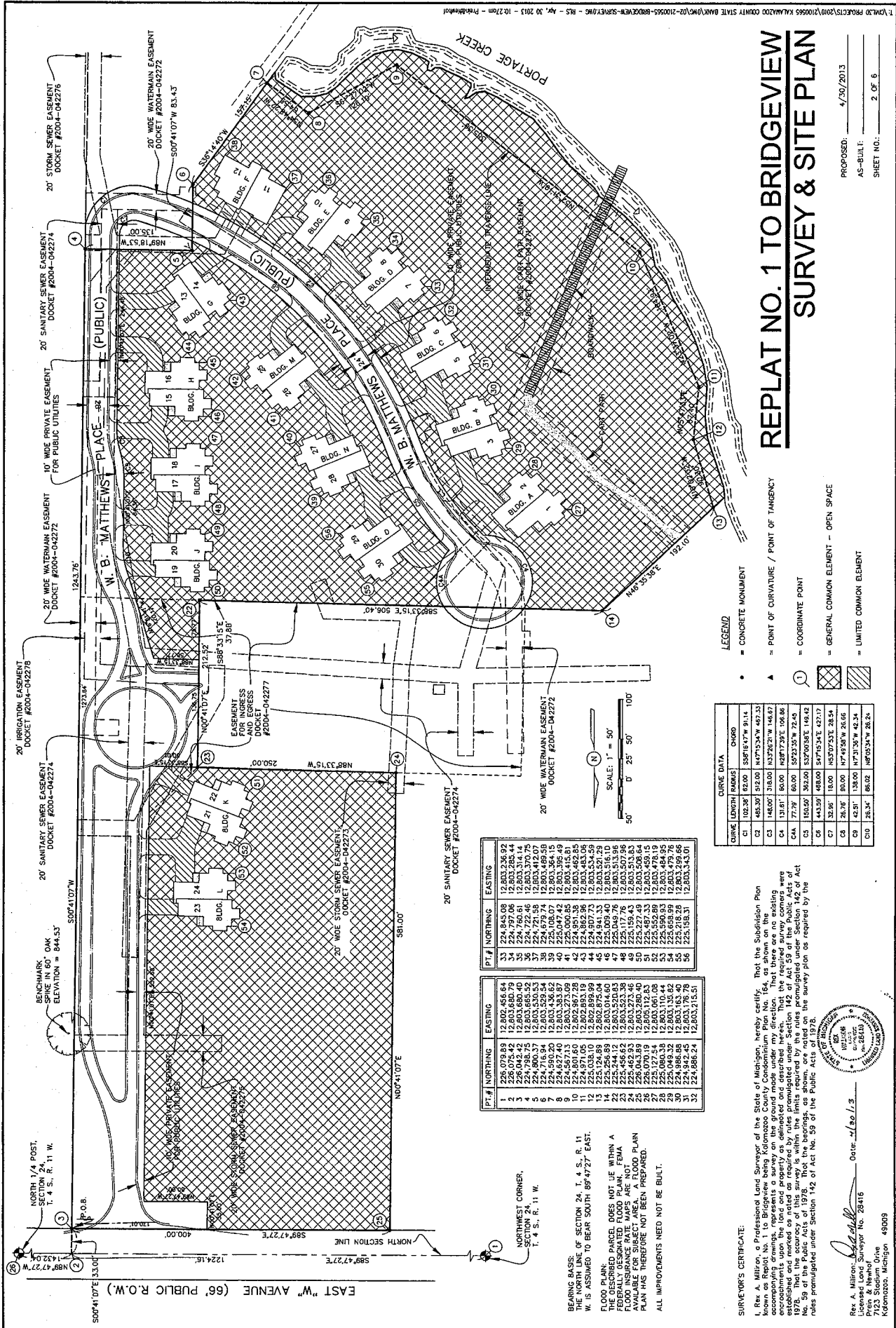


2013-023262 05/23/2013 03:26:22 PM

Pages: 7 of 17
 AMND
 JAMES R DURANT
 Timothy R. Snow County Clerk/Register Kalamazoo County, MI

2013-023262 05/23/2013 03:26:22 PM

Pages: 7 of 17
 AMND
 JAMES R DURANT
 Timothy R. Snow County Clerk/Register Kalamazoo County, MI



NORTH 1/4 POST.
 SECTION 24,
 T. 4 S., R. 11 W.
 BENCHMARK
 66' OAK
 ELEVATION = 844.53'

20' IRRIGATION EASEMENT
 DOCKET #2004-042278

20' SANITARY SEWER EASEMENT
 DOCKET #2004-042274

10' WIDE PRIVATE EASEMENT
 FOR PUBLIC UTILITIES
 DOCKET #2004-042272

20' WIDE WATERMAIN EASEMENT
 DOCKET #2004-042272

20' WIDE WATERMAIN EASEMENT
 DOCKET #2004-042272

20' WIDE WATERMAIN EASEMENT
 DOCKET #2004-042272

20' WIDE WATERMAIN EASEMENT
 DOCKET #2004-042272

20' WIDE WATERMAIN EASEMENT
 DOCKET #2004-042272

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 DOCKET #2004-042272

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 DOCKET #2004-042272

20' WIDE WATERMAIN EASEMENT
 DOCKET #2004-042272

20' WIDE WATERMAIN EASEMENT
 DOCKET #2004-042272

20' WIDE WATERMAIN EASEMENT
 DOCKET #2004-042272

20' WIDE WATERMAIN EASEMENT
 DOCKET #2004-042272

20' WIDE WATERMAIN EASEMENT
 DOCKET #2004-042272

20' WIDE WATERMAIN EASEMENT
 DOCKET #2004-042272

20' WIDE WATERMAIN EASEMENT
 DOCKET #2004-042272

20' WIDE WATERMAIN EASEMENT
 DOCKET #2004-042272

20' WIDE WATERMAIN EASEMENT
 DOCKET #2004-042272

EAST W. AVENUE (66' PUBLIC R.O.W.)

W.B. MATTHEWS PLACE

PORTAGE CREEK

INDEPENDENT TRAVELER LANE

38' WIDE CAR-PARK EASEMENT
 FOR PUBLIC UTILITIES

38' WIDE CAR-PARK EASEMENT
 FOR PUBLIC UTILITIES

PT.#	NORTHING	EASTING	PT.#	NORTHING	EASTING
1	226,079.89	12,802,456.64	33	224,845.08	12,803,236.82
2	226,075.42	12,803,680.79	34	224,797.06	12,803,285.44
3	226,198.25	12,803,680.50	35	224,795.61	12,803,314.14
4	224,900.37	12,803,530.53	36	224,721.58	12,803,412.07
5	224,716.84	12,803,539.54	37	224,679.74	12,803,489.59
6	224,627.40	12,803,383.87	38	224,627.40	12,803,383.87
7	224,567.13	12,803,275.09	39	224,567.13	12,803,275.09
8	224,501.65	12,802,851.19	40	224,501.65	12,802,851.19
9	224,431.05	12,802,851.19	41	224,431.05	12,802,851.19
10	224,361.05	12,802,851.19	42	224,361.05	12,802,851.19
11	224,291.05	12,802,851.19	43	224,291.05	12,802,851.19
12	224,221.05	12,802,851.19	44	224,221.05	12,802,851.19
13	224,151.05	12,802,851.19	45	224,151.05	12,802,851.19
14	224,081.05	12,802,851.19	46	224,081.05	12,802,851.19
15	224,011.05	12,802,851.19	47	224,011.05	12,802,851.19
16	223,941.05	12,802,851.19	48	223,941.05	12,802,851.19
17	223,871.05	12,802,851.19	49	223,871.05	12,802,851.19
18	223,801.05	12,802,851.19	50	223,801.05	12,802,851.19
19	223,731.05	12,802,851.19	51	223,731.05	12,802,851.19
20	223,661.05	12,802,851.19	52	223,661.05	12,802,851.19
21	223,591.05	12,802,851.19	53	223,591.05	12,802,851.19
22	223,521.05	12,802,851.19	54	223,521.05	12,802,851.19
23	223,451.05	12,802,851.19	55	223,451.05	12,802,851.19
24	223,381.05	12,802,851.19	56	223,381.05	12,802,851.19
25	223,311.05	12,802,851.19			
26	223,241.05	12,802,851.19			
27	223,171.05	12,802,851.19			
28	223,101.05	12,802,851.19			
29	223,031.05	12,802,851.19			
30	222,961.05	12,802,851.19			
31	222,891.05	12,802,851.19			
32	222,821.05	12,802,851.19			
33	222,751.05	12,802,851.19			

BEARING BASIS:
 THE NORTH LINE OF SECTION 24, T. 4 S., R. 11 W. IS ASSUMED TO BEAR SOUTH 89°47'27" EAST.

FLOOD PLAN:
 THE DESCRIBED PARCEL DOES NOT LIE WITHIN A FLOOD HAZARD ZONE AS SHOWN ON THE FLOOD INSURANCE RATE MAPS ARE NOT AVAILABLE FOR SUBJECT AREA. A FLOOD PLAN HAS THEREFORE NOT BEEN PREPARED.

ALL IMPROVEMENTS NEED NOT BE BUILT.

SURVEYOR'S CERTIFICATE:
 I, Rex A. Milroy, a Professional Land Surveyor of the State of Michigan, hereby certify that the Subdivision Plan shown on this map was prepared by me or under my direct supervision. That the required survey corners were established and marked as noted or required by rules promulgated under Section 142 of Act 59 of the Public Acts of 1978. That the bearings, as shown, are correct. That the bearings, as shown, are noted on the survey plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

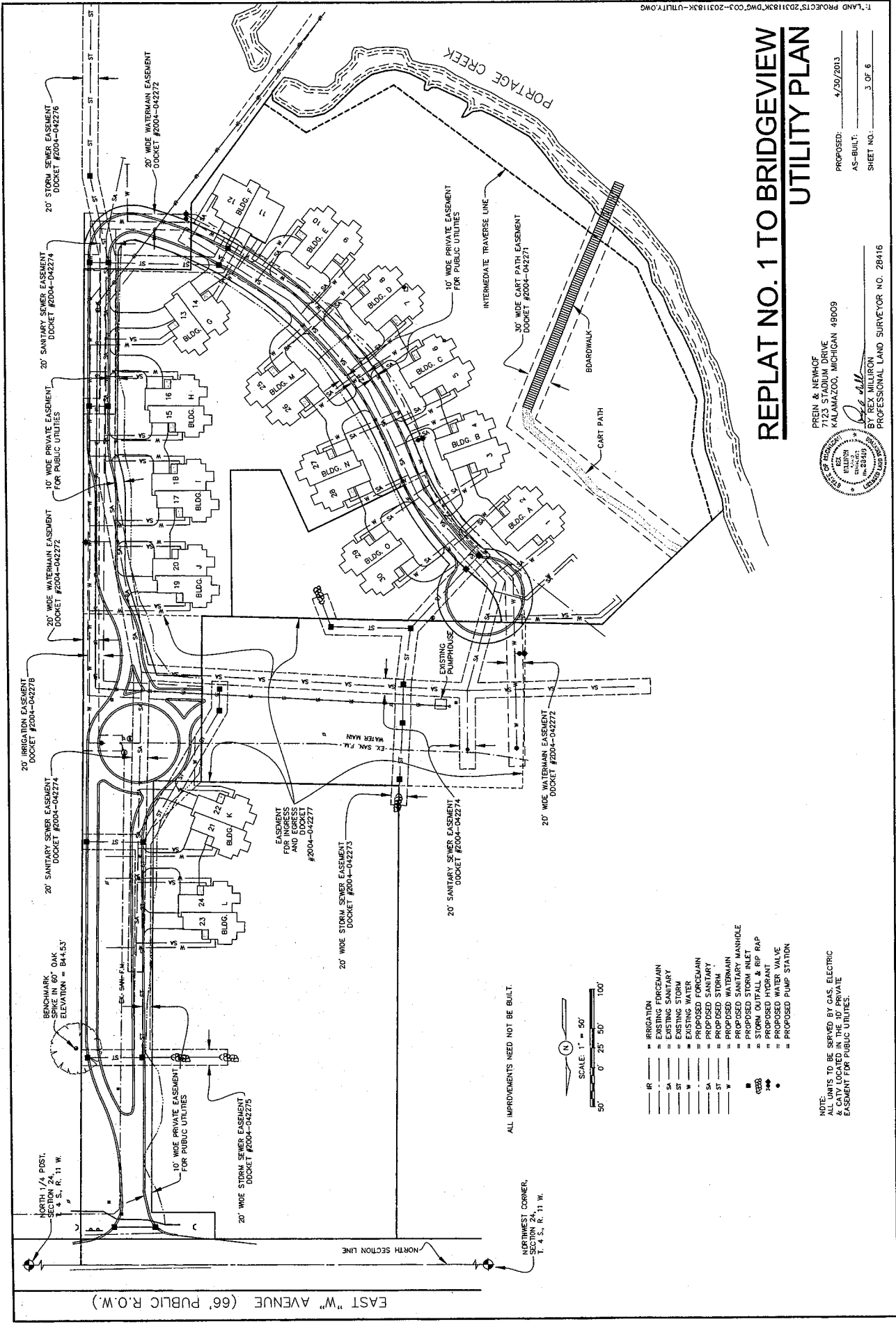
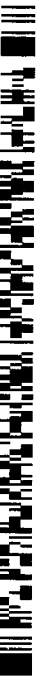
Rex A. Milroy, Professional Land Surveyor No. 28416
 Print & Seal of Surveyor
 Kalamazoo, Michigan 49009

CURVE DATA	CHORD
C1	102.38'
C2	485.30'
C3	148.00'
C4	77.73'
C5	169.50'
C6	44.59'
C7	33.82'
C8	26.76'
C9	42.87'
C10	38.34'

LEGEND:
 * CONCRETE MONUMENT
 ▲ POINT OF CURVATURE / POINT OF TANGENCY
 ○ COORDINATE POINT
 □ GENERAL COMMON ELEMENT - OPEN SPACE
 ▨ LIMITED COMMON ELEMENT

PROPOSED: 4/30/2013
 AS-BUILT:
 SHEET NO.: 2 OF 6

K:\M\2013\2013-023262\2013-023262-REDCOVER-SURVEYING - RS - Apr. 30 2013 - 10:27am - Preliminary



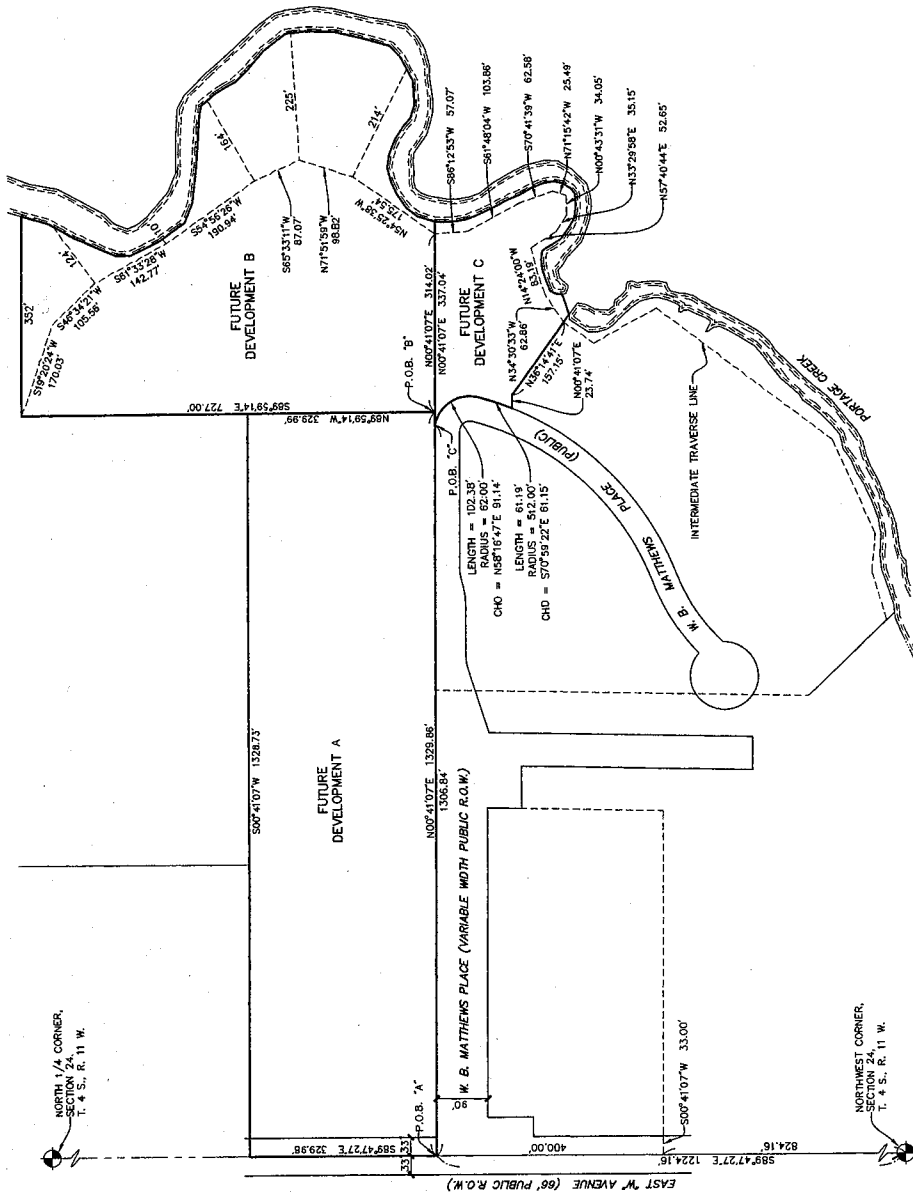
REPLAT NO. 1 TO BRIDGEVIEW UTILITY PLAN

PREN & NEUHOFF
723 S. ZOOM DRIVE
KALAMAZOO, MICHIGAN 49009
BY REX MILLIRON
PROFESSIONAL LAND SURVEYOR NO. 28416



PROPOSED: 4/20/2013
AS-BUILT: _____
SHEET NO.: 3 OF 6

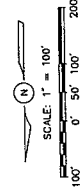
LAND PROJECTS 2013183K.DWG CO.3-2013183K-UTILITY.DWG



Future Development A of Replat No. 1 to Bridgeview:
 Commencing at the Northwest corner of Section 24, T. 4 S., R. 11 W., Village of Vickburg, Kalamazoo County, Michigan; thence South 89°-47'-27" East along the North line of said Section, 1224.18 feet to the place of beginning of the land hereafter described; thence continuing South 89°-47'-27" East, along said North line, 339.99 feet; thence North 00°-41'-07" West, 1328.73 feet; thence North 89°-47'-27" East, 339.99 feet; thence North 00°-41'-07" East, 1328.86 feet to the place of beginning. Containing 10.07 Acres.

Future Development B of Replat No. 1 to Bridgeview:
 Commencing at the Northwest corner of Section 24, T. 4 S., R. 11 W., Village of Vickburg, Kalamazoo County, Michigan; thence South 89°-47'-27" East along the North line of said Section, 1224.18 feet; thence South 00°-41'-07" West, 1328.86 feet to the place of beginning of the land hereafter described; thence South 89°-59'-14" East, 727.00 feet to an intermediate traverse line along Portage Creek; thence along said North line, to the next 7 courses: South 89°-33'-11" West, 142.77 feet; thence South 54°-56'-26" West, 180.94 feet; thence South 69°-33'-11" West, 87.07 feet; thence North 71°-51'-59" West, 180.94 feet; thence North 54°-56'-26" West, 175.54 feet; thence North 00°-41'-07" East, 314.02 feet to the place of beginning. Together with all land lying between the intermediate traverse line and the bank of Portage Creek.

Future Development C of Replat No. 1 to Bridgeview:
 Commencing at the Northwest corner of Section 24, T. 4 S., R. 11 W., Village of Vickburg, Kalamazoo County, Michigan; thence South 89°-47'-27" East along the North line of said Section, 1224.18 feet; thence South 00°-41'-07" West, 1328.86 feet to the place of beginning of the land hereafter described; thence continuing South 00°-41'-07" West, 337.04 feet to an intermediate traverse line along Portage Creek; thence along said traverse line for the next 9 courses: South 85°-12'-53" West, 57.07 feet; thence South 61°-48'-04" West, 103.86 feet; thence South 70°-41'-39" West, 62.58 feet; thence North 59°-59'-58" East, 35.15 feet; thence North 00°-43'-31" West, 34.05 feet; thence North 14°-24'-00" East, 83.19 feet; thence North 71°-51'-59" West, 62.58 feet; thence North 39°-14'-41" East, 157.15 feet; thence North 00°-41'-07" East, 23.74 feet; thence North 39°-14'-41" East, 157.15 feet; thence North 00°-41'-07" East, 61.15 feet; thence North 59°-16'-47" East, 91.14 feet to the place of beginning, together with all land lying between the intermediate traverse line and the bank of Portage Creek.



- LEGEND**
- = CONCRETE MONUMENT
 - ▲ = POINT OF CURVATURE / POINT OF TANGENCY
 - = COORDINATE POINT
 - ▨ = GENERAL COMMON ELEMENT - OPEN SPACE
 - ▩ = LIMITED COMMON ELEMENT

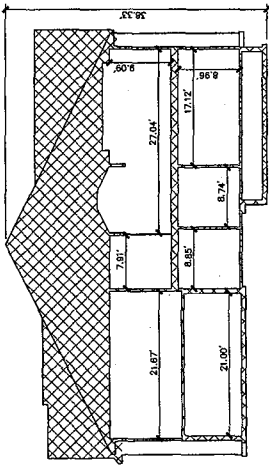
BEARING BASIS: THE NORTH LINE OF SECTION 24, T. 4 S., R. 11 W. IS ASSUMED TO BEAR SOUTH 89°47'27" EAST.
 FLOOD PLAIN: PARCEL LINES AND UTILITIES ARE INDICATED FOR INFORMATION ONLY. THESE ARE NOT VALID FOR SUBJECT AREA. A FLOOD PLAN HAS THEREFORE NOT BEEN PREPARED.
 ALL IMPROVEMENTS NEED NOT BE SUIT.



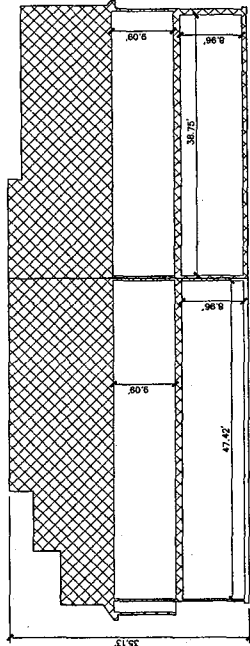
PREIN & NEWHOE
 7123 137th Avenue, NE
 KALAMAZOO, MICHIGAN 49009
 BY REX MILLIRON
 PROFESSIONAL LAND SURVEYOR NO. 28416

PROPOSED: 4/30/2013
 AS-BUILT:
 SHEET NO.: 4 OF 6

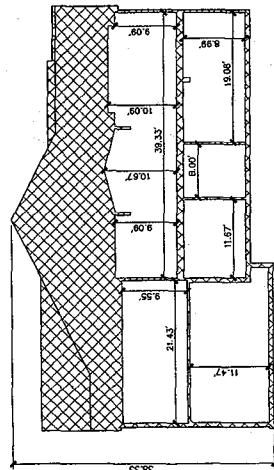
REPLAT NO. 1 TO BRIDGEVIEW FUTURE DEVELOPMENT



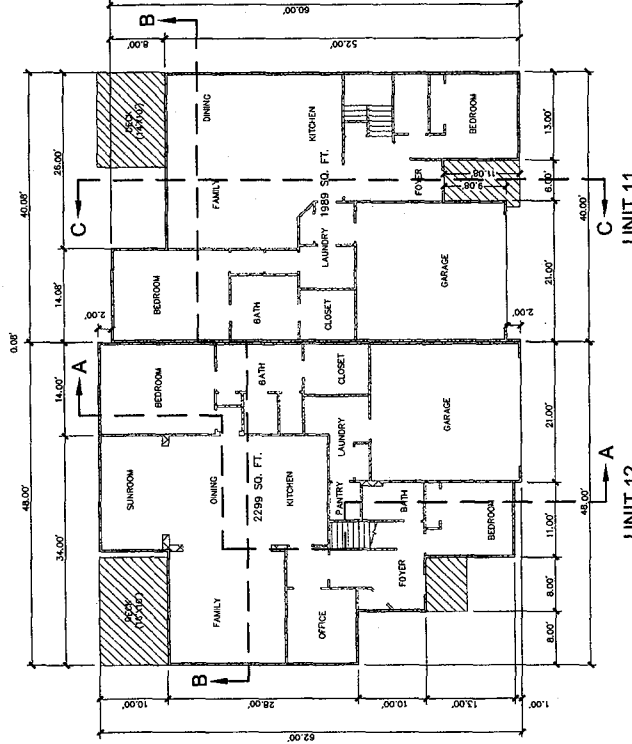
UNIT 11
SECTION C-C



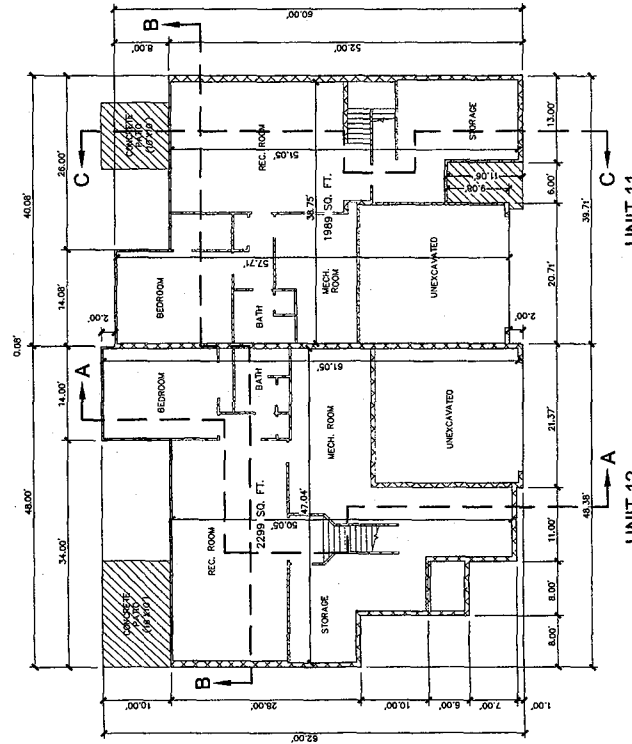
UNIT 11
SECTION B-B



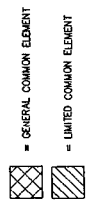
UNIT 12
SECTION A-A



UNIT 11
FIRST FLOOR PLAN



UNIT 11
LOWER LEVEL PLAN



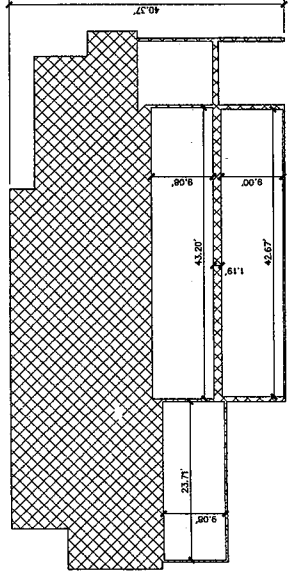
REPLAT NO. 1 TO BRIDGEVIEW PLANS AND SECTIONS

PREIN & NEWHOFF
 7123 STADIUM DRIVE
 KALAMAZOO, MICHIGAN 49009

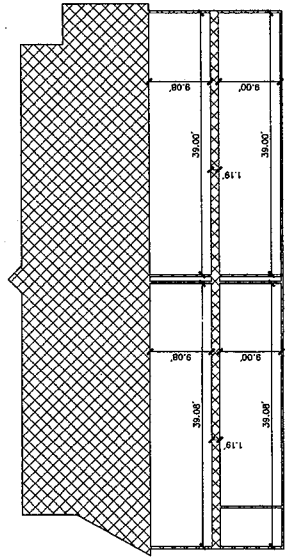


PROPOSED: 4/23/2013
 AS-BUILT:
 SHEET NO.: 5 OF 5

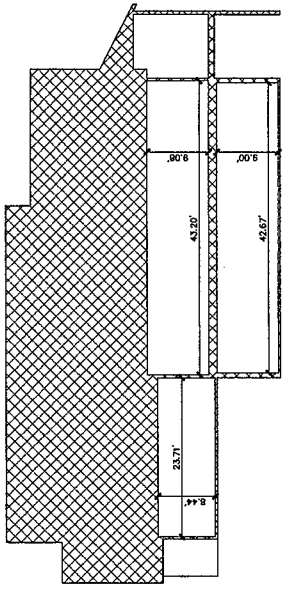
BY REX MILLIRON
 PROFESSIONAL LAND SURVEYOR NO. 28416



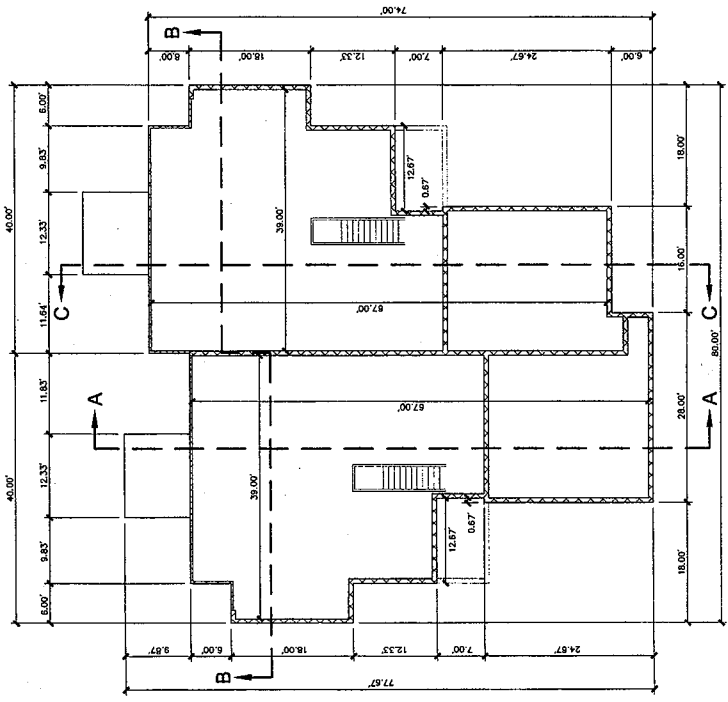
UNITS 2,4,6,8,10,14,16,
18,20,22,24,26,28 & 30



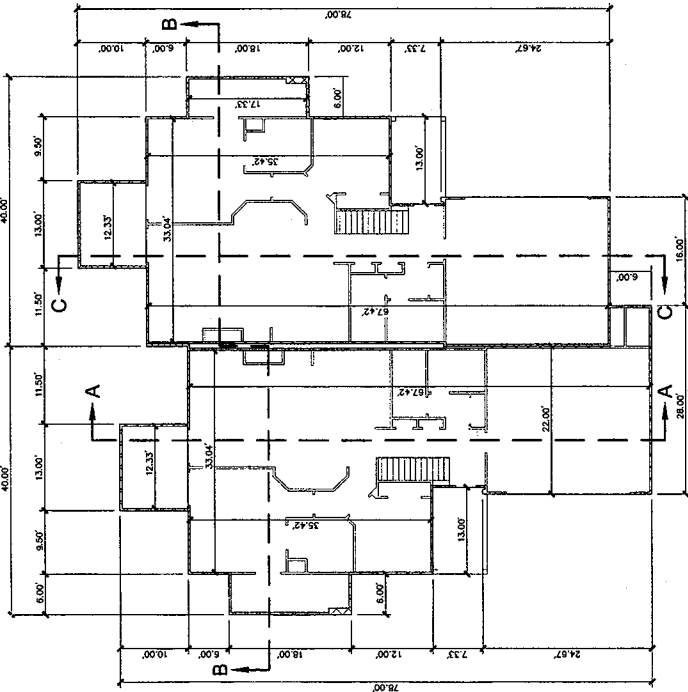
UNITS 1,3,5,7,9,13,15,
17,19,21,23,25,27 & 29



UNITS 1,3,5,7,9,13,15,
17,19,21,23,25,27 & 29



UNITS 2,4,6,8,10,14,16,
18,20,22,24,26,28 & 30



UNITS 1,3,5,7,9,13,15,
17,19,21,23,25,27 & 29

= GENERAL COMMON ELEMENT
 = LIMITED COMMON ELEMENT

**REPLAT NO. 1 TO
 BRIDGEVIEW
 UNITS 1-10, 13-30
 PLAN & CROSS SECTIONS**

PREN & NEWHOFF
 1723 AZOON AVENUE
 KALAMAZOO, MICHIGAN 49009



BY: REX MILLIRON
 PROFESSIONAL LAND SURVEYOR NO. 28416

PROPOSED: 4/30/2013

AS-BUILT:

SHEET NO. 6 OF 6

EXHIBIT "B"
LEGAL DESCRIPTIONS OF AREA OF FUTURE DEVELOPMENT

Future Development A of Replat No. 1 to Bridgeview:

Commencing at the Northwest corner of Section 24, T. 4 S., R. 11 W., Village of Vicksburg, Kalamazoo County, Michigan; thence South 89°-47'-27" East along the North line of said Section, 1224.16 feet to the place of beginning of the land hereinafter described; thence continuing South 89°-47'-27" East, along said North line, 329.98 feet; thence South 00°-41'-07" West, 1328.73 feet; thence North 89°-59'-14" West, 329.99 feet; thence North 00°-41'-07" East, 1329.86 feet to the place of beginning. Containing 10.07 Acres.

Future Development B of Replat No. 1 to Bridgeview:

Commencing at the Northwest corner of Section 24, T. 4 S., R. 11 W., Village of Vicksburg, Kalamazoo County, Michigan; thence South 89°-47'-27" East along the North line of said Section, 1224.16 feet; thence South 00°-41'-07" West, 1,329.86 feet to the place of beginning of the land hereinafter described; thence South 89°-59'-14" East, 727.00 feet to an intermediate traverse line along Portage Creek; thence along said traverse line for the next 7 courses: South 19°-20'-24" West, 170.03 feet; thence South 46°-34'-21" West, 105.56 feet; thence South 61°-33'-28" West, 142.77 feet; thence South 54°-56'-26" West, 190.94 feet; thence South 65°-33'-11" West, 87.07 feet; thence North 71°-51'-59" West, 98.82 feet; thence North 54°-25'-38" West, 175.54 feet; thence North 00°-41'-07" East, 314.02 feet to the place of beginning. Together with all land lying between the intermediate traverse line and the bank of Portage Creek.

Future Development C of Replat No. 1 to Bridgeview:

Commencing at the Northwest corner of Section 24, T. 4 S., R. 11 W., Village of Vicksburg, Kalamazoo County, Michigan; thence South 89°-47'-27" East along the North line of said Section, 1224.16 feet; thence South 00°-41'-07" West, 1,306.84 feet to the place of beginning of the land hereinafter described; thence continuing South 00°-41'-07" West, 337.04 feet to an intermediate traverse line along Portage Creek; thence along said traverse line for the next 9 courses: South 86°-12'-53" West, 57.07 feet; thence South 61°-48'-04" West, 103.86 feet; thence South 70°-41'-39" West, 62.58 feet; thence North 71°-15'-42" West, 25.49 feet; thence North 00°-43'-31" West, 34.05 feet; thence North 33°-29'-58" East, 35.15 feet; thence North 57°-40'-44" East, 52.65 feet; thence North 14°-24'-00" West, 83.19 feet; thence North 34°-30'-33" West, 62.86 feet; thence North 36°-14'-41" East, 157.15 feet; thence North 00°-41'-07" East, 23.74 feet; thence Southeasterly 61.19 feet along a curve to the left with a radius of 512.00 feet and a chord bearing South 70°-59'-22" East, 61.15 feet; thence Northeasterly 102.38 feet along a curve to the left with a radius of 62.00 feet and a chord bearing North 58°-16'-47" East, 91.14 feet to the place of beginning. Together with all land lying between the intermediate traverse line and the bank of Portage Creek.

2013-023262 05/23/2013 03:26:22 PM

Pages: 12 of 17 AMND

JAMES R DURANT

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



EXHIBIT "C"
ACTION BY WRITTEN CONSENT OF THE MEMBERS
OF BRIDGEVIEW CONDOMINIUM ASSOCIATION
IN LIEU OF ANNUAL MEETING

11060067.4

2013-023262 05/23/2013 03:26:22 PM
Pages: 13 of 17 AMND
JAMES R DURANT
Timothy A. Snow County Clerk/Register Kalamazoo County, MI



**ACTION BY WRITTEN CONSENT OF THE MEMBERS
OF BRIDGEVIEW CONDOMINIUM ASSOCIATION
IN LIEU OF ANNUAL MEETING**

The undersigned, being all of the members (the "*Members*") of BRIDGEVIEW CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation (the "*Association*"), acting pursuant to the Articles of Incorporation and the Bylaws of the Association and the Michigan Nonprofit Corporation Act, as amended, do hereby consent to, approve and adopt the following resolutions:

ADOPTION OF RESTATED ARTICLES OF INCORPORATION

"RESOLVED, that the Members hereby adopt and approve the Restated Articles of Incorporation of the Association dated May 7, 2013, in the form presented to the Members concurrently herewith, and direct that they be properly filed with the State of Michigan by any one of the Directors."

ADOPTION OF FIRST AMENDED AND RESTATED BYLAWS

"RESOLVED, that the Members hereby adopt and approve the First Amended and Restated Bylaws of the Association dated May 7, 2013, in the form presented to the Members concurrently herewith, and direct that they be properly filed in the records of the Association."

ADOPTION OF SECOND AMENDMENT TO MASTER DEED

"RESOLVED, that the Members hereby adopt and approve the Second Amendment to Master Deed dated May 7, 2013, in the form attached hereto as EXHIBIT A, and hereby authorize and direct the Kalamazoo County State Bank, in its capacity as a Member of the Association, to execute and properly submit the Second Amendment to Master Deed for recording in the Kalamazoo County Records."

REMOVAL OF EXISTING BOARD OF DIRECTORS

"RESOLVED, that all of the members of the existing Board of Directors of the Association are hereby removed, effective immediately."

ELECTION OF NEW BOARD OF DIRECTORS

"RESOLVED, that Jim MacPhee, Jack Gesmundo, Darwin Buthala and James Durant are hereby elected as the members of the Board of Directors of the Association, each to hold office until the election and qualification of his successor or until death, resignation or removal."

APPROVAL OF BUDGET

"RESOLVED, that the Members hereby approve the proposed budget of the Association dated May 7, 2013, in the form presented to the Members."

[SIGNATURES ON THE FOLLOWING PAGE]

ACTIVE.12112451.2



2013-023262 05/23/2013 03:26:22 PM

Pages: 14 of 17 AMND

JAMES R DURANT

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



The undersigned, being all of the Members of the Association, have taken and adopted the foregoing actions and authorizations in lieu of a formal meeting of the Members, and all such actions and authorizations shall have the same effect for all purposes as if the same were approved by a vote of the Members at a formal meeting as of the date set forth below. This consent may be executed in one or more counterparts and either originally or by facsimile signature, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

Dated effective: 5/7, 2013

The Members:

/s/ _____
James A. Snook Co-owner

/s/ Nancy Irene Snook
Nancy Irene Snook Co-owner

The Darwin A. & Ruth Buthala Trust

By: _____
Printed: _____
Its: Trustee

Kalamazoo County State Bank,
a Michigan banking corporation

By: James D. MacPhee
Printed: James MacPhee
Its: Chief Executive Officer

2013-023262 05/23/2013 03:26:22 PM

Pages: 15 of 17 AMND

JAMES R DURANT

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



The undersigned, being all of the Members of the Association, have taken and adopted the foregoing actions and authorizations in lieu of a formal meeting of the Members, and all such actions and authorizations shall have the same effect for all purposes as if the same were approved by a vote of the Members at a formal meeting as of the date set forth below. This consent may be executed in one or more counterparts and either originally or by facsimile signature, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

Dated effective: 5/7/, 2013

The Members:

/s/ James A. Snook
James A. Snook Co-owner

/s/ _____
Nancy Irene Snook Co-owner

The Darwin A. & Ruth Buthala Trust

By: _____
Printed: _____
Its: Trustee

Kalamazoo County State Bank,
a Michigan banking corporation

By: James P. MacPhee
Printed: James MacPhee
Its: Chief Executive Officer

WITNESS: William V. Adams
Village Vicksburg

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Pages: 16 of 17 AMND
JAMES R DURANT
Timothy A. Snow County Clerk/Register Kalamazoo County, MI


The undersigned, being all of the Members of the Association, have taken and adopted the foregoing actions and authorizations in lieu of a formal meeting of the Members, and all such actions and authorizations shall have the same effect for all purposes as if the same were approved by a vote of the Members at a formal meeting as of the date set forth below. This consent may be executed in one or more counterparts and either originally or by facsimile signature, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

Dated effective: _____, 2013

The Members:

/s/ _____
James A. Snook Co-owner

/s/ _____
Nancy Irene Snook Co-owner

State of Arizona
County of Maricopa

This instrument was acknowledged before me this 8th day of May, 2013, by Darwin A. Buthala
In witness whereof I herewith set my hand and official seal.

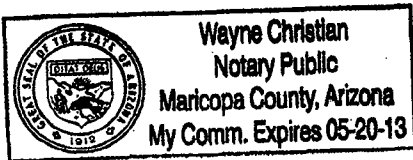
[Signature] NOTARY PUBLIC

The Darwin A. & Ruth Buthala Trust

By: Darwin A. Buthala
Ruth A. Buthala
Printed: Darwin & Ruth Buthala
Its: Trustees

Kalamazoo County State Bank,
a Michigan banking corporation

By: _____
Printed: James MacPhee
Its: Chief Executive Officer



RECEIVED

11/20/14
2014 DEC 22 PM 4:04
COUNTY OF KALAMAZOO

2014-041712 12/23/2014 08:05:34 AM
Pages: 1 of 16 AMND
STEVE RYPMA
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

**THIRD AMENDMENT TO MASTER DEED OF
BRIDGEVIEW**

This Third Amendment to Master Deed (this "Amendment") is made and executed on this 22 day of December, 2014, by Kalamazoo County State Bank, a Michigan Banking Corporation whose address is 223 North Grand, Schoolcraft, Michigan, hereinafter referred to as the "Developer", pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act").

Background

A. Bridgeview was established as a condominium project (the "Condominium") pursuant to the Master Deed of Bridgeview dated August 30, 2004 and recorded on September 2, 2004 at 2004-043782 of Kalamazoo County Records – being designated as Kalamazoo County Subdivision Plan No. 164, as amended by that certain Amendment to Master Deed – Bridgeview dated December 23, 2009 and recorded on January 11, 2010 at 2010-000667 of Kalamazoo County Records, as further amended by that certain Second Amendment to Master Deed – Bridgeview dated May 7, 2013 and recorded on May 23, 2013 at 2013-023262 of Kalamazoo County Records (collectively, the "Master Deed"). Developer has succeeded to the rights of South County Golf Development, L.L.C., a Michigan limited liability company, as the original "Developer" under the Master Deed ("Original Developer") by that certain Sheriff's Deed recorded after foreclosure and recorded in Document 2009-006565 of Kalamazoo County Records.

B. Notwithstanding anything in the Act or the Master Deed to the contrary, Developer and the Co-owners (as defined by the Master Deed) desire to amend the Master Deed and the Condominium Bylaws attached thereto (the "Bylaws"), so as to (i) expand the Condominium as described herein; (ii) add two (2) additional Units (as defined by the Master Deed) to the Condominium; (iii) replace the Condominium Subdivision Plan attached to the Master Deed to include the additional Units created hereby and to reflect certain other modifications to the Condominium as contemplated herein; (iv) to establish certain additional restrictions with respect to certain common areas of the Condominium; and (iv) establish certain terms regarding ownership of Units by a residential builder.

C. In accordance with Article X of the Master Deed and Section 90 of the Act, this Amendment is made by the Developer with the unanimous consent of all of the Co-owners and Mortgagees of the Condominium, and shall be deemed effective immediately upon recording.

CERT# 261104

Amendment

NOW, THEREFORE, the Developer does, upon recording hereof, make the following amendments to the Master Deed:

1. Addition of Land to the Condominium. The Condominium is hereby amended to include a certain parcel of real estate consisting of approximately 0.00688 acres, which is owned by Developer and located immediately adjacent to the Condominium, being more particularly described on Exhibit A attached hereto (the "Additional Parcel"). The Additional Parcel shall be added to the Condominium as Common Area, Limited Common Area, or included within Units of the Condominium, all in accordance with Replat No. 2 (as defined below).

2. Expansion of Condominium. The Condominium is hereby expanded into "Future Development C" (as defined in the Second Amendment to Master Deed), and additional Units, Common Areas and Limited Common Areas are hereby established therein in accordance with Replat No. 2.

3. Replat of Condominium Subdivision Plan. Replat No. 2 of the Condominium Subdivision Plan for Bridgeview, attached hereto as Exhibit B ("Replat No. 2"), shall, upon recordation of this Amendment, replace and supersede the Replat No. 1 of the Condominium Subdivision Plan (being the Exhibit "A" to the Second Amendment to Master Deed) (the "Prior Condominium Subdivision Plan"), and said Prior Condominium Subdivision Plan shall be of no further force or effect. Replat No. 2 is hereby added to the Master Deed upon recordation of this Amendment, which shall include recordation of the said Replat No. 2.

4. Addition of Unit 31 and Unit 32. The Master Deed is hereby amended to add Unit 31 and Unit 32 to the Condominium within "Future Development C", as shown on Replat No. 2. The sizes, dimensions and locations of Unit 31 and Unit 32, together with any Limited Common Elements thereof shall be as set forth on Replat No. 2 attached hereto.

5. Initial Percentages of Value. The table set forth in Section 5 of the Second Amendment to Master Deed containing the initial Unit percentages of value is hereby deleted in its entirety and replaced with the following:

<u>Unit</u>	<u>% of Value</u>	<u>Unit</u>	<u>% of Value</u>
1	3.125%	17	3.125%
2	3.125%	18	3.125%
3	3.125%	19	3.125%
4	3.125%	20	3.125%
5	3.125%	21	3.125%
6	3.125%	22	3.125%
7	3.125%	23	3.125%
8	3.125%	24	3.125%
9	3.125%	25	3.125%
10	3.125%	26	3.125%
11	3.125%	27	3.125%
12	3.125%	28	3.125%
13	3.125%	29	3.125%
14	3.125%	30	3.125%
15	3.125%	31	3.125%
16	3.125%	32	3.125%

6. Irrigation Easement. Developer has agreed to enter into an irrigation easement agreement with the Village of Vicksburg (the "Irrigation Easement") to benefit the Condominium with access to irrigation water (to be used in the landscape sprinkler systems within the Condominium) to be acquired from property adjacent to the Condominium and owned by the Village of Vicksburg. The Irrigation Easement will be established by separate document, to be executed by the Developer on behalf of the Association, on terms and conditions that are reasonably acceptable to the Developer. Costs of acquiring the irrigation water will become part of the annual Association budget.

7. Residential Builder Unit Fees. American Village Development, III, L.L.C., a Michigan limited liability company ("Builder"), has agreed to serve as the "Residential Builder" (within the meaning of the Act) for certain Units to be constructed by Builder within the Condominium, in accordance with the terms of that certain Unit Purchase Agreement entered into by and between Developer and Builder. Therefore, in consideration of Builder's agreement to serve as the Residential Builder for such Units, and notwithstanding any provisions of the Master Deed or Bylaws to the contrary, from the time that Builder acquires title to an unbuild Unit until the time that the Builder's construction of such Unit is substantially completed (as evidenced by the government authority having jurisdiction over the Condominium issues a final certificate of occupancy or an analogous approval for such Unit), Builder's responsibility to pay any Association dues, fees or assessments for such Unit shall be limited to \$50.00 per month.

8. Environmental Disclosures and Preservation Standards. Developer and Builder have procured a report entitled Phase I Environmental Site Assessment of a Property located at Bridgeview Condominium

Development, Ben Matthews Place, Vicksburg, Kalamazoo County, Michigan, performed by Phillips Environmental Consulting Services, Inc., dated August 25, 2014 (together with the associated July 28, 2014 Phase I ESA Update, the "Phase I"). The Phase I identified the potential for contamination to migrate from the site of a historic paper mill located upstream of the Condominium into the bed of the creek that runs adjacent to but outside of the Condominium. The Phase I did not disclose any contamination actually existing at the Condominium. However, there is a potential risk that impacted sediments may be present in the creek bed, and impacted sediments might also be present in wetland/floodplain areas adjacent to the creek and located near the Condominium. In recognition of these risks, the Developer and the Association desire to establish preservation standards for the following purposes: (i) to maintain the integrity of the wetlands; (ii) to preserve wildlife habitat; and (iii) to attempt to discourage people from accessing the creek bed, wetland and floodplain areas adjacent thereto, so as to prevent direct contact with any potentially impacted sediments. As such, the Developer and Association hereby add the following Section 6.21 to the Bylaws:

"Section 6.21 Preservation Standards.

- A. To maintain the integrity of the wetlands, preserve wildlife habitat, and minimize the risk for direct contact with potentially impacted sediments, the Association shall maintain signage in and around the creek and its associated wetland and flood plain areas adjacent to the Condominium, advising persons as to the sensitive environmental nature of such areas and requiring persons to keep out.
- B. Boardwalks have been constructed at the Condominium and the adjacent golf course to allow traversing of the creek bed, wetland and floodplain areas, thus mitigating the potential for direct contact with sediments. The Association shall keep the boardwalks within the Condominium in place, and in good and serviceable condition, and shall maintain signage near the boardwalks so as to remind people of the requirement to stay on the established boardwalks.
- C. Should the Association or Developer contemplate activities within the creek bed, wetland or flood plain areas within the Condominium, an environmental professional and/or appropriate regulatory personnel shall be consulted so that the appropriate permits may be obtained and the contemplated activities may be conducted in a manner that is consistent with these standards.
- D. NOTHING CONTAINED IN THE FOREGOING SECTIONS A-C HEREOF SHOULD BE CONSTRUED AS THE DEVELOPER OR THE ASSOCIATION BINDING THEMSELVES OR ACCEPTING ANY RESPONSIBILITY FOR MAINTAINING THE WETLANDS, PRESERVING THE WILDLIFE HABITAT, OR ANY DAMAGES, OBLIGATIONS OR RESPONSIBILITIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THE IMPACTED SEDIMENTS THAT ARE NOT LOCATED WITHIN THE CONDOMINIUM PROJECT. THE EXTENT OF THE DEVELOPER'S AND ASSOCIATION'S OBLIGATIONS IS LIMITED TO THE OBLIGATIONS SET FORTH IN THIS SECTION 6.21."

9. Co-owner and Mortgagee Approval. This Amendment has been consented to and approved by the Co-owners (as evidenced by the Action by Written Consent of the Members of Bridgeview Condominium Association in Lieu of Annual Meeting dated as of December 12, 2014, attached hereto as Exhibit C) and the Mortgagees, respectively, to the extent required by the Master Deed and the applicable provisions of the Act.

10. Definitions. All of the capitalized terms not otherwise defined herein shall have the definitions given to such terms in the Master Deed.

11. Conflicts. In the event of a conflict or inconsistency between the terms of this Amendment and the terms of the Master Deed, the terms of this Amendment shall govern. In all other respects, other than as hereinabove indicated, the Master Deed of Bridgeview, as amended, is hereby ratified and affirmed.

[Signature and Notarial Acknowledgement on Following Page]

2014-041712 12/23/2014 08:05:34 AM
Pages: 3 of 16 AMND
STEVE RYPMA

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



This Amendment has been signed by the Developer as of the date and year set forth above.

Kalamazoo County State Bank, a
Michigan Banking Corporation

By: James D. MacPhee

Printed: James MacPhee
Its: Chief Executive Officer

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this 16th day of December, 2014, by James MacPhee, the Chief Executive Officer of Kalamazoo County State Bank on behalf of the Bank.

Rose Mary Vander Molen
Notary Public, Kalamazoo County, Michigan
Acting in Kalamazoo County, Michigan
My Commission expires: 06/21/18

Drafted by, and when recorded return to:
James R. Durant
8051 Moorsbridge
Portage, MI 49024

ROSE MARY VANDER MOLEN, Notary Public
State of Michigan, County of Kalamazoo
My Commission Expires June 21, 2018
Acting in the County of Kalamazoo

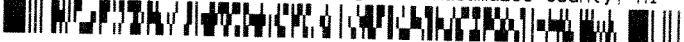
2014-041712 12/23/2014 08:05:34 AM
Pages: 4 of 16 AMND
STEVE RYPMA
Timothy A. Snow County Clerk/Register Kalamazoo County, MI


EXHIBIT "A"
LEGAL DESCRIPTION OF ADDITIONAL PARCEL

Located in Section 24, T. 4 S., R. 11 W.
Village of Vicksburg, Kalamazoo County, Michigan

Split from Parcel 3914-24-105-016:

Commencing at the Northwest corner of Section 24, T. 4 S., R. 11 W., Village of Vicksburg, Kalamazoo County, Michigan; thence South 89°-47'-27" East along the North line of said Section, 824.16 feet; thence South 00°-41'-07" West, 33.00 feet to the Northwest corner of Replat No. 1 of Bridgeview, a Condominium, according to the Master Deed as recorded in Instrument No. 2013-023262 and designated as Kalamazoo County Condominium Subdivision Plan No. 164; thence continuing along said Condominium for the next 3 courses: South 00°-41'-07" West, 581.00 feet; thence South 88°-33'-15" East, 250.00 feet; thence South 00°-41'-07" West, 152.52 feet for the place of beginning of the land hereinafter described; thence South 00°-41'-07" West, 60.00 feet; thence North 88°-33'-15" West, 50.00 feet; thence North 00°-41'-07" East, 60.00 feet; thence South 88°-33'-15" East, 50.00 feet to the place of beginning.

2014-041712 12/23/2014 08:05:34 AM

Pages: 5 of 16 AMND

STEVE RYPMA

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



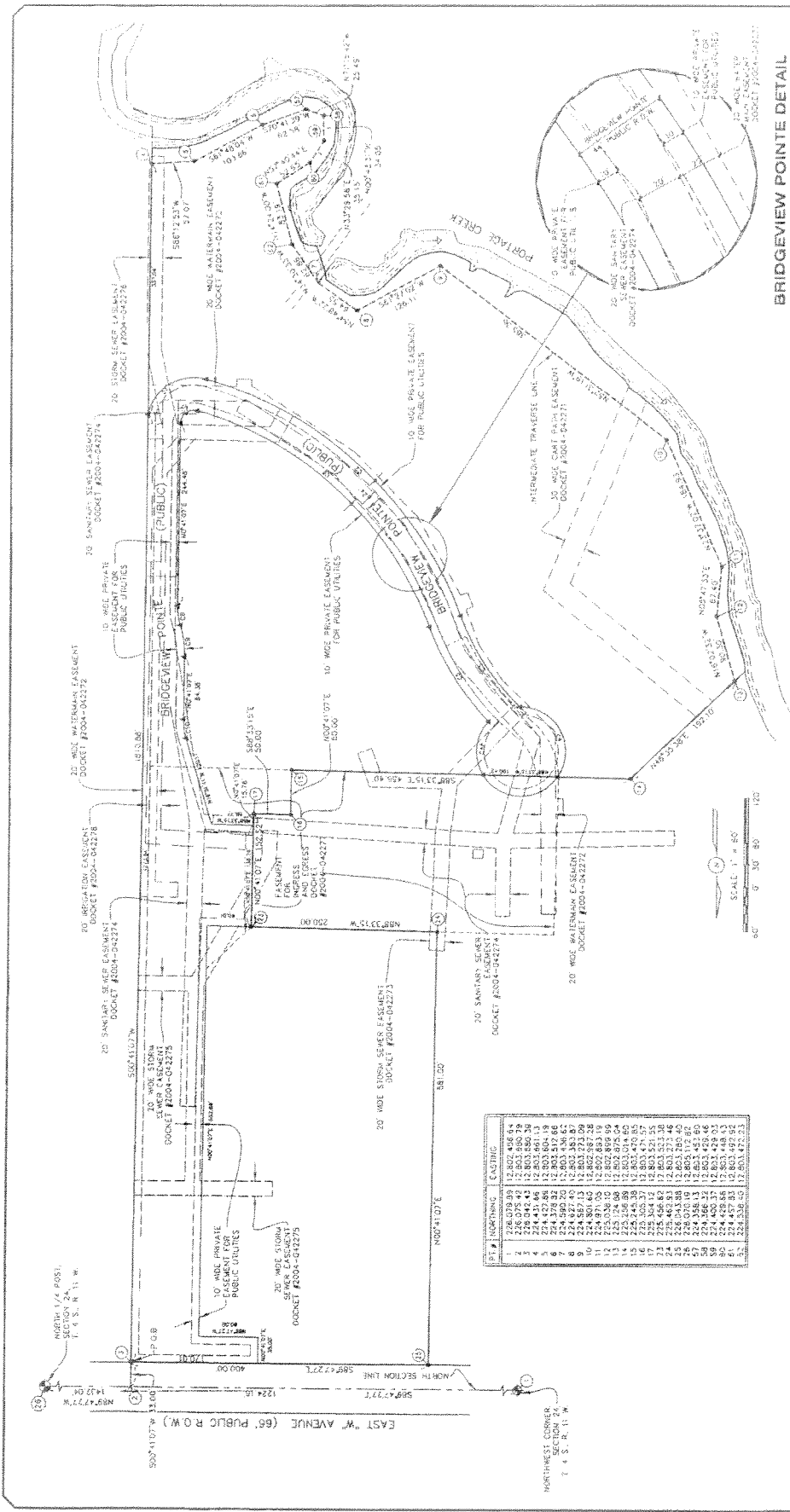
EXHIBIT "B"

REPLAT NO. 2 OF KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 164

2014-041712 12/23/2014 08:05:34 AM
Pages: 6 of 16 AMND

STEVE RYPMA
Timothy A. Snow County Clerk/Register Kalamazoo County, MI





PT NORTHING EASTING

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BRIDGEVIEW POINTE DETAIL

BEARING BASE
 THE NORTH LINE OF SECTION 24 T. 4 S. R. 11 W. IS ASSUMED TO BE A 50'-0" BEARING BASE.
 FLOOD PLAIN
 THE DESCRIBED PARCEL DOES NOT LIE WITHIN A FLOODPLAIN DEPOSITED FLOOD PLAN. FEMA FLOOD INSURANCE RATE MAPS ARE NOT APPLICABLE FOR SUBJECT AREA. A FLOOD PLAN MAY BE OBTAINED FROM THE LOCAL GOVERNMENT.
 ALL DIMENSIONS ARE IN FEET AND INCHES.
 ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

- LEGEND
- CONCRETE MONUMENT
 - ▲ POINT OF CORNERATURE / POINT OF INTERSECTION
 - COORDINATE POINT

DATE DATA

LINE	LENGTH	BEARING	COORDINATE
01	142.50	S87°15'15" W	12,805,486.79
02	142.50	S87°15'15" W	12,805,486.79
03	142.50	S87°15'15" W	12,805,486.79
04	142.50	S87°15'15" W	12,805,486.79
05	142.50	S87°15'15" W	12,805,486.79
06	142.50	S87°15'15" W	12,805,486.79
07	142.50	S87°15'15" W	12,805,486.79
08	142.50	S87°15'15" W	12,805,486.79
09	142.50	S87°15'15" W	12,805,486.79
10	142.50	S87°15'15" W	12,805,486.79

SUPERVISOR'S CERTIFICATE

I, Timothy A. Snow, Professional Surveyor of the State of Michigan, hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed Professional Surveyor of the State of Michigan. I am duly licensed under the provisions of the Michigan Surveying Act of 1978. I have examined the plat and find that it is correct and that it conforms to the provisions of the Michigan Surveying Act of 1978. I have also examined the original survey data and find that it is correct and that it conforms to the provisions of the Michigan Surveying Act of 1978. I have also examined the original survey data and find that it is correct and that it conforms to the provisions of the Michigan Surveying Act of 1978. I have also examined the original survey data and find that it is correct and that it conforms to the provisions of the Michigan Surveying Act of 1978.



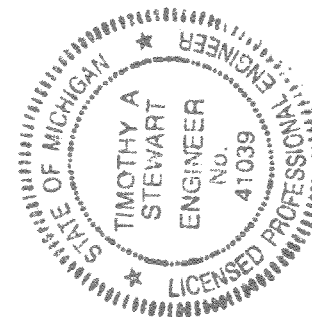
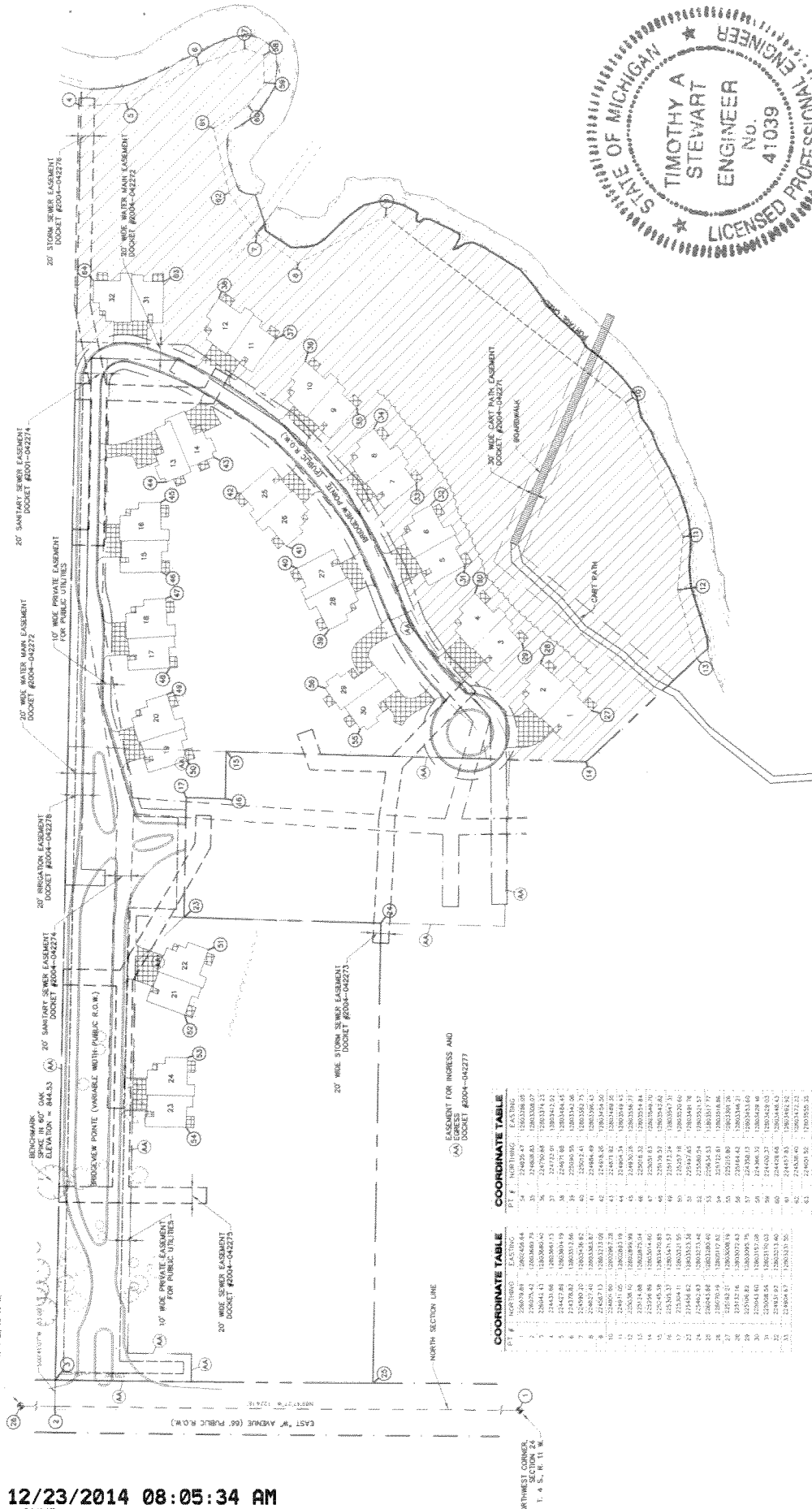
Timothy A. Snow
 Professional Surveyor No. 40020
 Kalamazoo, Michigan 49002

REPLAT NO. 2 TO BRIDGEVIEW SURVEY PLAN

PROJECT NO. 2014-041712
 SHEET NO. 2 OF 2

Prem & Newhof
 Engineers & Surveyors
 Environmental & Soil Laboratory

7123 STADIUM DRIVE
 KALAMAZOO, MICHIGAN 49009
 PHONE: (269) 372-1133



REPLAT NO. 2 TO BRIDGEVIEW

h/s
 Hurley & Stewart
 2800 North 13th Street
 Kalamazoo, Michigan 49009
 Tel: 689.582.4881
 www.hurstewart.com

PROJECT No. 14-028
 DATE: 12/23/14
 SHEET No. **3**

DESIGNED BY: STEWART
 DRAWN BY: STEWART
 CHECKED BY: STEWART
 W. LICENSE #1539

Timothy A. Stewart
 TIMOTHY A. STEWART
 REGISTERED PROFESSIONAL ENGINEER NO. 41039

COORDINATE TABLE

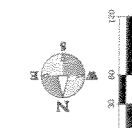
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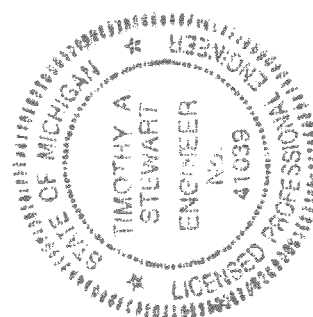
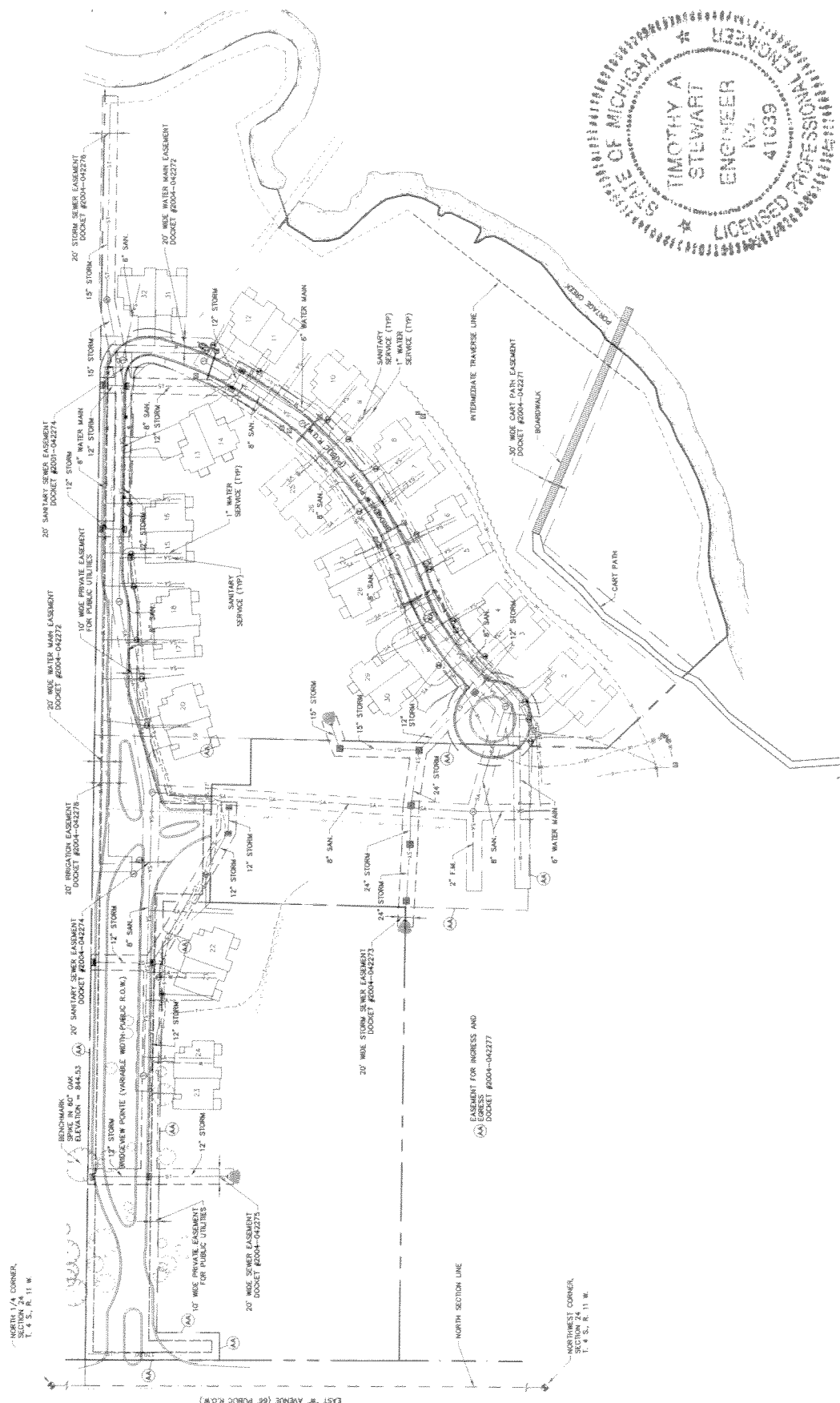
BEARING BASE: US SECTION 24, T. 4 S., R. 11 W IS ASSUMED TO BEAR SOUTH 89°37'27" EAST.

FLOODED PLAN: THE DESCRIBED PARCEL DOES NOT LIE WITHIN A FEDERALLY DESIGNATED FLOOD AREA. AN FLOOD PLAN HAS BEEN PREPARED FOR THIS PARCEL. A FLOOD PLAN HAS BEEN PREPARED FOR THIS PARCEL. ALL IMPROVEMENTS NEED NOT BE BUILT.

LEGEND

- ① COORDINATE POINT
- GENERAL COMMON ELEMENT - OPEN SPACE
- LIMITED COMMON ELEMENT





REPLAT NO. 2 TO BRIDGEVIEW UTILITY PLAN

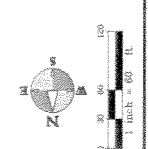
H&S
Hurley & Stewart
2800 South 11th Street
Kalamazoo, Michigan 49009
Tel: 268.532.4800
Fax: 268.532.4881
www.hurststewart.com

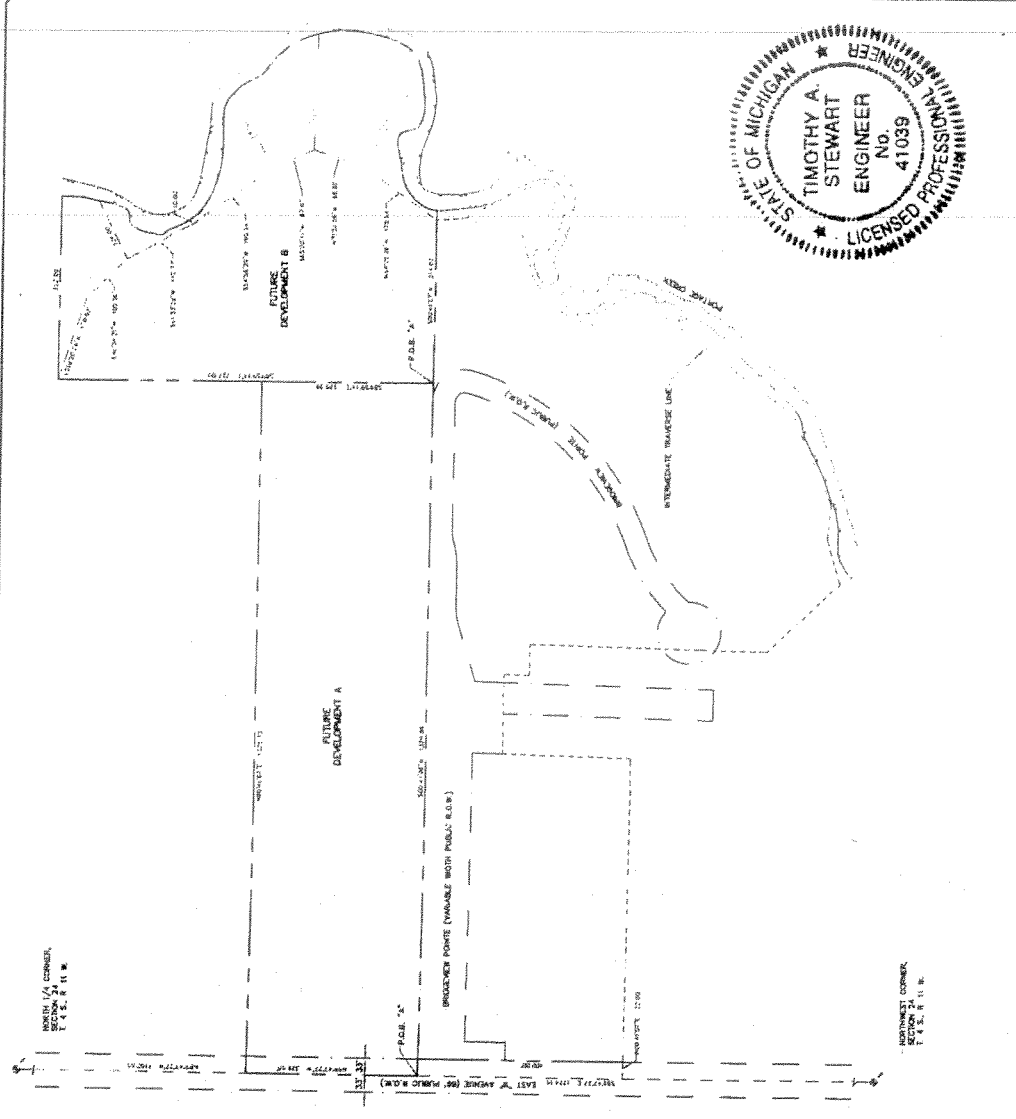
CONSULTANT'S PROJECT NO. 14-032
DATE 12/23/14
SHEET NO. **4**

[Signature]
TIMOTHY A. STEWART
REGISTERED CIVIL ENGINEER NO. 41039

- NOTES:**
1. ALL UTILITIES MUST BE BUILT UNLESS OTHERWISE INDICATED.
 2. ALL BUILDINGS ARE SERVICED WITH SANITARY SEWER AND WATER BY VILLAGE OF WOODBRIDGE. INFORMATION OBTAINED FROM PRIOR & NEWBY, LLC RECORDS.
 3. ALL BUILDINGS ARE SERVICED WITH GAS AND ELECTRIC BY CONSUMERS ENERGY SERVICES. INFORMATION OBTAINED FROM PRIOR & NEWBY, LLC RECORDS. LOCATION OF GAS AND ELECTRIC METERS UNKNOWN AT TIME OF AMENDMENT.
 4. ALL BUILDINGS ARE SERVICED WITH TELEPHONE BY AT&T AS SHOWN. INFORMATION OBTAINED FROM PRIOR & NEWBY, LLC RECORDS.
 5. STORM SEWER INFORMATION OBTAINED FROM PRIOR & NEWBY, LLC DRAWINGS.
 6. ALL WATER METERS LOCATED INSIDE THE BUILDINGS.

- LEGEND:**
- PROPOSED SANITARY SEWER
 - PROPOSED STORM SEWER
 - PROPOSED WATER MAIN
 - GAS, ELECTRIC, & TELEPHONE
 - FIRE HYDRANT
 - WATER VALVE BOX
 - CURB CATCH BASIN
 - MANHOLE STORM
 - MANHOLE SANITARY
 - LIMITS OF OWNERSHIP





BRIDGEVIEW FUTURE DEVELOPMENT DESCRIPTIONS

FUTURE DEVELOPMENT A OF REPLAT NO. 2 TO BRIDGEVIEW
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 24, T.45. N. 11. W., RANGE 17, WISCONSIN TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN; THENCE SOUTHWEST ALONG THE WEST LINE OF SAID SECTION 24, 1274.16 FEET TO THE POINT OF BEGINNING OF THE LAND EXHIBITED ON DISTRICT, TOWNSHIP, COUNTY AND RANGE MAP NO. 24-11-11-11-11-11, BEARING S08°14'05" W, DIST. 1274.16 FEET; THENCE S08°14'05" W, DIST. 1274.16 FEET TO THE POINT OF BEGINNING OF SECTION 24;

FUTURE DEVELOPMENT B OF REPLAT NO. 2 TO BRIDGEVIEW
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 24, T.45. N. 11. W., RANGE 17, WISCONSIN TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN; THENCE SOUTHWEST ALONG THE WEST LINE OF SAID SECTION 24, 1274.16 FEET TO THE POINT OF BEGINNING OF THE LAND EXHIBITED ON DISTRICT, TOWNSHIP, COUNTY AND RANGE MAP NO. 24-11-11-11-11-11, BEARING S08°14'05" W, DIST. 1274.16 FEET; THENCE S08°14'05" W, DIST. 1274.16 FEET TO THE POINT OF BEGINNING OF SECTION 24;

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 Pages: 11 of 16 AMND
 STEVE RYPMA
 Timothy A. Snow County Clerk/Register Kalamazoo County, MI

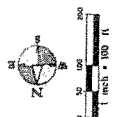
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 FUTURE DEVELOPMENT AREA
 SHEET NO. 5

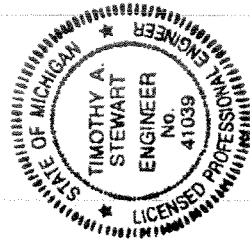
TS
 Timothy A. Stewart
 3007 KALKREUTH ST.
 MIAMI, MI 48134
 734.282.2466
 ts@ts-engineering.com

DATE: 12/23/2014
 TIME: 08:05:34 AM

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BEARING BASE: NORTH BY PLAT 2014
 FLOOD PLANS: THE EXHIBITED PARCEL DOES NOT LIE WITHIN A FLOOD PLANNED AREA. A FLOOD PLAN HAS NOT BEEN PREPARED FOR THIS PARCEL. ALL IMPROVEMENTS NEED NOT BE BUILT.

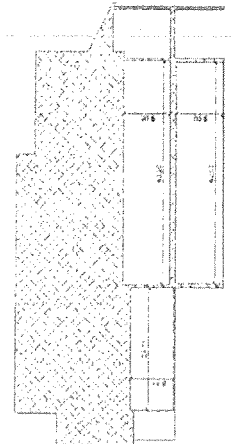




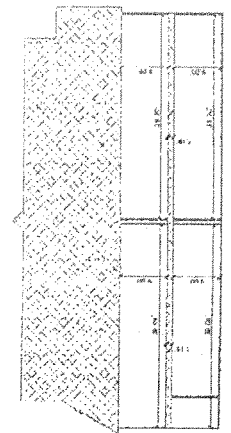
REPLAT NO. 2 TO BRIDGEVIEW
PLAN AND CROSS SECTIONS
 Project No. 14-123
 Date: 12-23-14
 Sheet No. **6**

IFS
 Timothy A. Stewart
 2000 South 11th Street
 Kalamazoo, Michigan 49001
 Tel: 268.833.8822
 Fax: 268.833.8822
 www.ifsinc.com

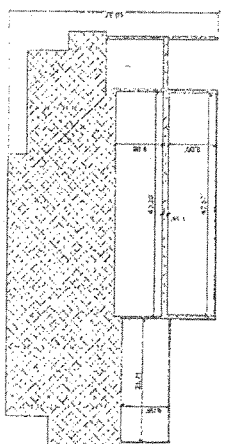
[Signature]
 Timothy A. Stewart, P.E.
 12/23/2014



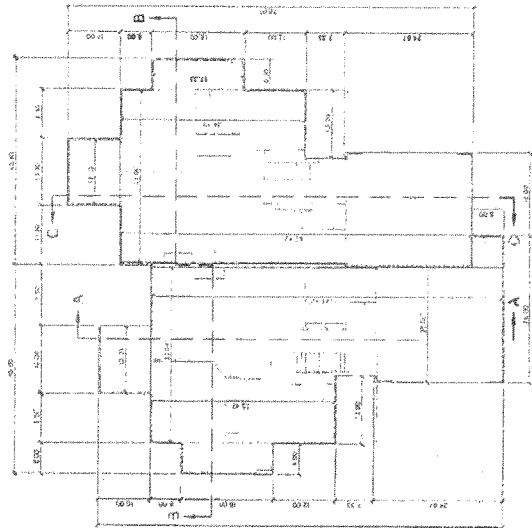
UNITS 13.29
SECTION C-C



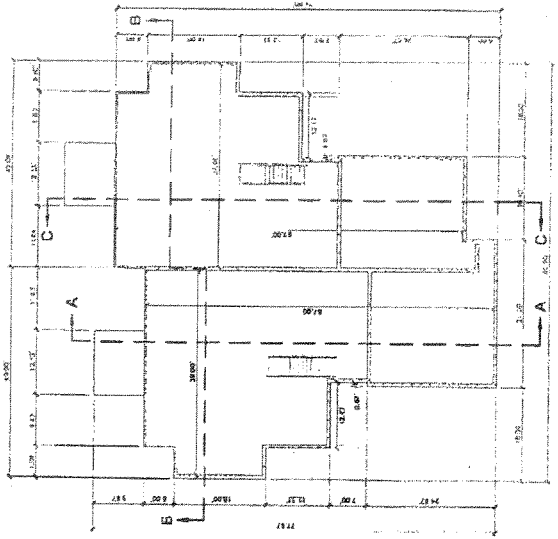
UNITS 13.29
SECTION B-B



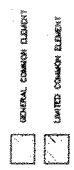
UNITS 14.30
SECTION A-A



UNITS 13.29
FIRST FLOOR PLAN



UNITS 13.29
LOWER LEVEL PLAN

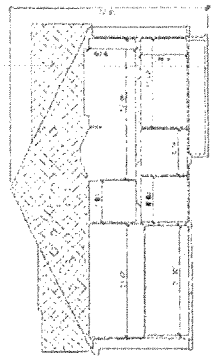


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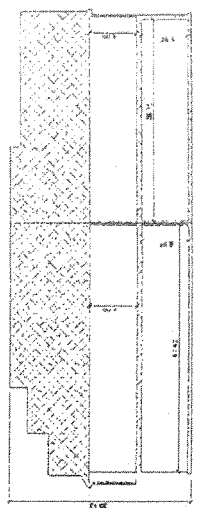
Pages: 12 of 16 AMND

STEVE RYPMA
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

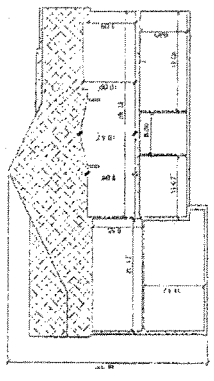




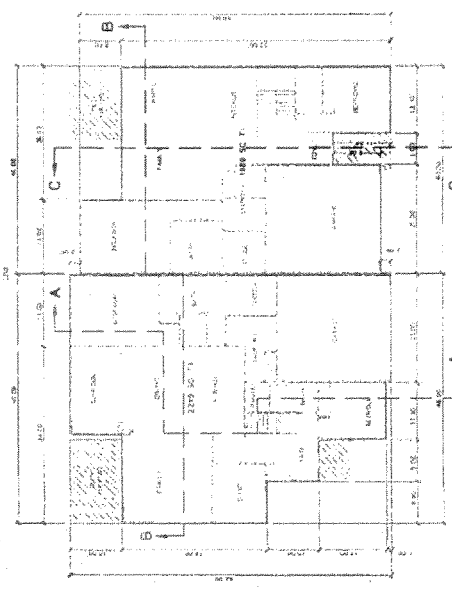
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SECTION C-C



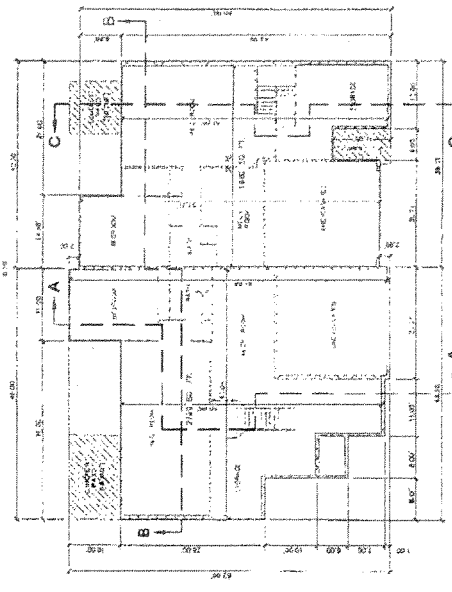
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SECTION B-B



UNITS 2, 4, 5, 7, 10, 12, 18,
19, 20, 22, 24, 26, 28 & 32
SECTION A-A

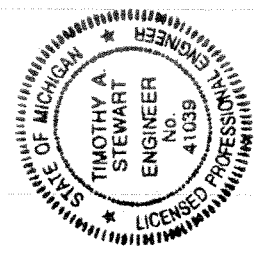


UNITS 1, 2, 7, 8, 11, 15,
17, 19, 21, 23, 25, 27 & 31
FIRST FLOOR PLAN



UNITS 2, 4, 5, 7, 10, 12, 18,
19, 20, 22, 24, 26, 28 & 32
LOWER LEVEL PLAN

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT



COMPLIANT WITH
REPLAT NO. 2 TO BRIDGEVIEW
PLAN AND
CROSS
SECTIONS

REPLAT NO. 2 TO BRIDGEVIEW
PLAN AND
CROSS
SECTIONS

REPLAT NO. 2 TO BRIDGEVIEW
PLAN AND
CROSS
SECTIONS

7

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EXHIBIT "C"
ACTION BY WRITTEN CONSENT OF THE MEMBERS
OF BRIDGEVIEW CONDOMINIUM ASSOCIATION
IN LIEU OF ANNUAL MEETING

The undersigned, being all of the members (the "*Members*") of BRIDGEVIEW CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation (the "*Association*"), acting pursuant to the Articles of Incorporation and the Bylaws of the Association and the Michigan Nonprofit Corporation Act, as amended, do hereby consent to, approve and adopt the following resolutions:

ADOPTION OF THIRD AMENDMENT TO MASTER DEED

"RESOLVED, that the Members hereby adopt and approve the Third Amendment to Master Deed dated December 23 2014, in the form attached hereto as EXHIBIT A, and hereby authorize and direct the Kalamazoo County State Bank, in its capacity as a Member of the Association, to execute and properly submit the Third Amendment to Master Deed for recording in the Kalamazoo County Records."

AMENDMENT TO CONDOMINIUM BYLAWS OF THE BRIDGEVIEW CONDOMINIUM

"RESOLVED, that the Bylaws of the Condominium are hereby amended to add the following Section 6.21:

Section 6.21 Preservation Standards.

- A. To maintain the integrity of the wetlands, preserve wildlife habitat, and minimize the risk for direct contact with potentially impacted sediments, the Association shall maintain signage in and around the creek and its associated wetland and flood plain areas adjacent to the Condominium, advising persons as to the sensitive environmental nature of such areas and requiring persons to keep out.
- B. Boardwalks have been constructed at the Condominium and the adjacent golf course to allow traversing of the creek bed, wetland and floodplain areas, thus mitigating the potential for direct contact with sediments. The Association shall keep the boardwalks within the Condominium in place, and in good and serviceable condition, and shall maintain signage near the boardwalks so as to remind people of the requirement to stay on the established boardwalks.
- C. Should the Association or Developer contemplate activities within the creek bed, wetland or flood plain areas within the Condominium, an environmental professional and/or appropriate regulatory personnel shall be consulted so that the appropriate permits may be obtained and the contemplated activities may be conducted in a manner that is consistent with these standards.
- D. NOTHING CONTAINED IN THE FOREGOING SECTIONS A-C HEREOF SHOULD BE CONSTRUED AS THE DEVELOPER OR THE ASSOCIATION BINDING THEMSELVES OR ACCEPTING ANY RESPONSIBILITY FOR MAINTAINING THE WETLANDS,

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Pages: 14 of 16 AMND

STEVE RYPMA

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



PRESERVING THE WILDLIFE HABITAT, OR ANY DAMAGES, OBLIGATIONS OR RESPONSIBILITIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THE IMPACTED SEDIMENTS THAT ARE NOT LOCATED WITHIN THE CONDOMINIUM PROJECT. THE EXTENT OF THE DEVELOPER'S AND ASSOCIATION'S OBLIGATIONS IS LIMITED TO THE OBLIGATIONS SET FORTH IN THIS SECTION 6.21."

AMENDMENT TO FIRST AMENDED AND RESTATED BYLAWS OF THE ASSOCIATION

"RESOLVED, that the Bylaws of the Condominium are hereby amended to add the following Section 3 to ARTICLE X:

Section 3. Preservation Standards.

- A. To maintain the integrity of the wetlands, preserve wildlife habitat, and minimize the risk for direct contact with potentially impacted sediments, the Association shall maintain signage in and around the creek and its associated wetland and flood plain areas adjacent to the Condominium, advising persons as to the sensitive environmental nature of such areas and requiring persons to keep out.
- B. Boardwalks have been constructed at the Condominium and the adjacent golf course to allow traversing of the creek bed, wetland and floodplain areas, thus mitigating the potential for direct contact with sediments. The Association shall keep the boardwalks within the Condominium in place, and in good and serviceable condition, and shall maintain signage near the boardwalks so as to remind people of the requirement to stay on the established boardwalks.
- C. Should the Association or Developer contemplate activities within the creek bed, wetland or flood plain areas within the Condominium, an environmental professional and/or appropriate regulatory personnel shall be consulted so that the appropriate permits may be obtained and the contemplated activities may be conducted in a manner that is consistent with these standards.
- D. NOTHING CONTAINED IN THE FOREGOING SECTIONS A-C HEREOF SHOULD BE CONSTRUED AS THE DEVELOPER OR THE ASSOCIATION BINDING THEMSELVES OR ACCEPTING ANY RESPONSIBILITY FOR MAINTAINING THE WETLANDS, PRESERVING THE WILDLIFE HABITAT, OR ANY DAMAGES, OBLIGATIONS OR RESPONSIBILITIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THE IMPACTED SEDIMENTS THAT ARE NOT LOCATED WITHIN THE CONDOMINIUM PROJECT. THE EXTENT OF THE DEVELOPER'S AND ASSOCIATION'S OBLIGATIONS IS LIMITED TO THE OBLIGATIONS SET FORTH IN THIS ARTICLE X, SECTION 3."

[SIGNATURES ON THE FOLLOWING PAGE]

The undersigned, being all of the Members of the Association, have taken and adopted the foregoing actions and authorizations in lieu of a formal meeting of the Members, and all such actions and authorizations shall have the same effect for all purposes as if the same were approved by a vote of the Members at a formal meeting as of the date set forth below. This consent may be executed in one or more counterparts and either originally or by facsimile signature, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

Dated effective: December 12, 2014

The Members:

/s/ James A. Snook
James A. Snook Co-owner

/s/ Nancy Irene Snook
Nancy Irene Snook Co-owner

The Darwin A. & Ruth Buthala Trust

By: Darwin A Buthala & Ruth A Buthala
Printed: Darwin A. Buthala Ruth A Buthala
Its: Trustee

Kalamazoo County State Bank,
a Michigan banking corporation

By: James MacPhee ceo
Printed: James MacPhee
Its: Chief Executive Officer

AVD III, L.L.C.,
a Michigan limited liability company

By: J. Beaumont
Printed: Jack S. Beaumont
Its: Principal

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Pages: 16 of 16 AMND

STEVE RYPMA
Timothy A. Snow County Clerk/Register Kalamazoo County, MI



Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT

for

BRIDGEVIEW CONDOMINIUM ASSOCIATION

ID NUMBER: 781207

received by facsimile transmission on May 24, 2013 is hereby endorsed

Filed on May 28, 2013 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 28TH day of May, 2013.

A handwritten signature in black ink, appearing to read "A. Schefke".

***Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau***

RESTATED ARTICLES OF INCORPORATION
MICHIGAN NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982 (as the same may be amended from time to time, the "Nonprofit Corporation Act"), the undersigned executes the following Restated Articles of Incorporation:

1. The present name of the corporation is: Bridgeview Condominium Association.
2. The identification number assigned by the Bureau is: 781207.
3. All former names of the corporation are: none.
4. The date of filing the original Articles of Incorporation was: July 20, 2004.

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation. Capitalized terms used but undefined herein shall have the definitions given to them in that certain Master Deed dated August 30, 2004, establishing Bridgeview, a Condominium Project (the "Condominium"), recorded in the Kalamazoo County Records September 2, 2004, as instrument 2004-043782 (as the same may be amended from time, the "Master Deed").

ARTICLE I

The name of the corporation is **BRIDGEVIEW CONDOMINIUM ASSOCIATION**.

ARTICLE II

The purposes for which the corporation is organized are:

- (a) To manage and administer the affairs of and to maintain the Condominium;
- (b) To levy and collect assessments against and from the Co-owner members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;

(e) To contract for and employ persons, firms, or corporations or other agents to assist in management, operation, maintenance, and administration of the Condominium;

(f) To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;

(g) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, (including any Unit, easements, rights-of-way and licenses), whether or not contiguous to the Condominium, on behalf of the corporation in furtherance of any of the purposes of the corporation;

(h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the corporation, and to secure the same by mortgage, security interest or other lien on property owned by the corporation; provided, however, that any such action shall also be approved by affirmative vote of more than sixty percent (60%) of all of the members of the corporation.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board of Directors of the corporation.

(j) To enforce the provisions of the Condominium Documents.

(k) To do anything required of or permitted to it as administrator of the Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of the Public Acts of 1978, as amended.

(l) In general, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

1. The corporation is organized upon a nonstock, membership basis.

2. The assets of the corporation are:

Real Property: None.
Personal Property: None.

3. The corporation is to be financed under the following general plan: assessment of members owning Units in the Condominium.

ARTICLE IV

1. The name of the resident agent is: James R. Durant.
2. The address of the registered office is: 8051 Moorsbridge, Portage, MI 49024.
3. The mailing address of the registered office is the same as above.

ARTICLE V

The term of the corporate existence is perpetual.

ARTICLE VI

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by the members shall be as follows:

(a) Each Co-owner (including the Developer named in the Condominium Master Deed) of a Unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership.

(b) Membership in the corporation shall be established by the acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds in the county where the Condominium is located a deed or other interest establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium), the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated. Land contract vendees of Units shall be members if the land contract instrument expressly conveys the vendor's interest as a member of the corporation, in which event the vendor's membership shall terminate as to the Unit sold.

(c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the member's Unit in the Condominium.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

ARTICLE VII

A volunteer director (as defined in Section 110 of the Nonprofit Corporation Act) of the corporation shall not be personally liable to the corporation or its members for monetary damages for breach of such director's fiduciary duty arising under any applicable law. However, this Article shall not eliminate or limit the liability of a director for any of the following:

- (a) A breach of such director's duty of loyalty to the corporation or its members.
- (b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.
- (c) A violation of Section 551(l) of the Nonprofit Corporation Act.
- (d) A transaction from which such director derived an improper personal benefit.
- (e) An act or omission occurring before the date this document is filed with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services.
- (f) An act or omission that is grossly negligent.

Any repeal or modification of this Article shall not adversely affect any right or protection of any director of the corporation existing at the time of, or for or with respect to, any acts or omissions occurring before such repeal or modification. If the Nonprofit Corporation Act is hereafter amended or repealed and replaced to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent then permitted.

ARTICLE VIII

Actions on behalf of and against the members shall be brought in the name of the corporation. Subject to the express limitations on actions in these Restated Articles of Incorporation and in the corporation's Bylaws, the corporation may assert, defend or settle claims on behalf of all members in connection with the Common Elements of the Condominium. As provided herein, the commencement of any civil action (other than one to enforce the corporation's Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Article. The requirements of this Article will ensure that the members are fully informed regarding the prospects and likely costs of any civil action the corporation proposes to engage in, as well as the ongoing status of any civil actions actually filed by the corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the corporation's assets in litigation

where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the corporation's commencement of any civil action other than an action to enforce the corporation's Bylaws or to collect delinquent assessments:

1. Board of Directors' Recommendation to Members. The corporation's Board of Directors shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board of Directors shall call a special meeting of the members ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than 20 days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

(i) it is in the best interests of the corporation to file a lawsuit;

(ii) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;

(iii) litigation is the only prudent, feasible and reasonable alternative;

and

(iv) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the corporation in the proposed civil action, including the following information:

(i) the number of years the litigation attorney has practiced law; and

(ii) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(c) The litigation attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The litigation attorney's proposed written fee agreement.

(f) The amount to be specially assessed against each Unit to fund the estimated cost of the civil action both in total and on a monthly per Unit basis.

3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all members with the written notice of the litigation evaluation meeting.

4. Fee Agreement with Litigation Attorney. The corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the corporation's written notice to the members of the litigation evaluation meeting.

5. Co-owner Vote Required. At the litigation evaluation meeting the members shall vote on (i) whether to authorize the Board of Directors to proceed with the proposed civil action and (ii) whether the matter should be handled by the litigation attorney. The commencement of any civil action by the corporation (other than a suit to enforce the corporation's Bylaws or collect delinquent assessments) shall require the approval of a majority of the Unit Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven days prior to the litigation evaluation meeting.

6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 1-10 of this Article shall be paid by special assessment of the members ("litigation special assessment"). Any litigation special assessment first must be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed

meeting), by a majority in number and in value of all members, in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment first must be approved in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The litigation special assessment shall be apportioned to the members in accordance with their respective percentage of value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed 24 months.

7. Attorneys' Written Report. During the course of any civil action authorized by the members pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every 30 days setting forth:

(a) The attorney's fees, the fees of any experts retained by the attorney and all other costs of the litigation during the 30-day period immediately preceding the date of the attorney's written report ("reporting period").

(b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(e) Whether the originally estimated total cost of the civil action remains accurate.

8. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

(a) the status of the litigation;

(b) the status of settlement efforts, if any; and

(c) the attorney's written report.

9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board of Directors shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special

assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the corporation ("litigation expenses") shall be fully disclosed to members in the corporation's annual budget. The litigation expenses for each civil action filed by the corporation shall be listed as a separate line item captioned "litigation expenses" in the corporation's annual budget.

ARTICLE IX

These Articles of Incorporation may only be amended by the affirmative vote of a majority of the Unit Co-owners.

These Restated Articles of Incorporation were duly adopted on the 7th day of May, 2013, in accordance with the provisions of Section 642 of the Nonprofit Corporation Act. These Restated Articles of Incorporation restate, integrate and **do further** amend the provisions of the Articles of Incorporation and were duly adopted by the written consent of all of the members entitled to vote in accordance with Section 407(3) of the Nonprofit Corporation Act.

Signed this 7th day of May, 2013

By: James D. MacPhee Director
Name: James D. MacPhee
Title: President and Director

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