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MLC:mtd
08/27/04

MASTER DEED

BRIDGEVIEW

This Master Deed is made and executed on this 30th day of August, 2004, by SOUTH COUNTY GOLF DEVELOPMENT, L.L.C., a Michigan limited liability company, hereinafter referred to as "Developer", whose address is 2211 East V Avenue, Vicksburg, Michigan 49097, in accordance with the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires, by recording this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit "A" and the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereto) to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a Condominium Project under the provisions of the Act.

NOW THEREFORE, the Developer does, upon the recording hereof, establish Bridgeview as a Condominium Project under the Act and does declare that Bridgeview (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, as amended, and subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its legal representatives, successors and assigns, and any persons acquiring or owning any interest in the real property, their grantees, successors, heirs, legal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Bridgeview, Kalamazoo County Condominium Subdivision Plan No. 164. The architectural plans for the Project were approved by the Village of Vicksburg. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries and dimensions and area of each Unit therein are set forth completely in the Condominium Subdivision

Plan attached as Exhibit "B" hereto. The Condominium Project contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium Project. Each Co-owner of a Unit in the Condominium Project shall have an exclusive property right to his Unit and an undivided and inseparable right with other Co-owners in the common elements of the Condominium Project as are hereafter set forth.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is located in the Village of Vicksburg, Kalamazoo County, Michigan, and is described as follows:

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, 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 25°-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, 127.11 feet; thence Southeasterly 60.53 feet along a curve to the left with a radius of 73.00 feet and a chord bearing South 27°-01'-19" East, 58.81 feet; thence continuing Southeasterly 157.08 feet along a curve to the right with a radius of 352.00 feet and a chord bearing South 37°-59'-27" East, 155.78 feet; thence North 64°-06'-30" East, 134.39 feet; thence South 23°-36'-41" East, 86.75 feet; thence South 90°-00'-00" East, 63.04 feet; thence North 00°-00'-00" East, 187.35 feet; thence South 88°-33'-15" East, 37.88 feet; 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.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various instruments such as, by way of example and not limitation, the Articles of Incorporation and corporate Bylaws and Rules and Regulations of Bridgeview



Condominium Association, a non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, Bridgeview, as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

B. "Association" shall mean the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted by the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "Association Bylaws" means the corporate Bylaws of Bridgeview Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

D. "Building" means one of the Condominium Buildings as shown on Exhibit "B".

E. "Common Elements", where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof.

F. "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 54 of the Act to be recorded as part of the Master Deed.

G. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, and the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association.

H. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Bridgeview, as described above.

I. "Condominium Project", "Condominium" or "Project" means Bridgeview, a Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Exhibit "B" hereto.

J. "Condominium Unit" or "Unit" means that portion of the Project designed and intended for separate ownership and use, as described in this Master Deed.

K. "Co-owner" means a person, firm, corporation, partnership, association, trust



or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project, including the vendee of any land contract of purchase who is not in default thereunder. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

L. "Developer" shall mean South County Golf Development, L.L.C., a Michigan limited liability company, which has executed this Master Deed, and its legal representatives, successors, and assigns.

M. "Transitional Control Date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Condominium Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The General Common Elements are:

1. The land described in Article II hereof, including any access drives, sidewalks, walkways and common parking areas, and also including easements benefiting the land or providing ingress and egress for it.

2. The electrical, telephone and/or television wiring networks throughout the common elements of the Project, including those contained within common walls, floors and ceilings, up to the point of connection with, but not including, panels, electric fixtures, plugs and switches within any Unit.

3. The gas line network throughout the common elements of the Project, including that contained within common walls, up to the point of connection with gas fixtures within any Unit.

4. The public water distribution system throughout the common elements of the Project, including that contained within common walls, up to the point of connection with plumbing fixtures within any Unit.

5. The water and waste disposal system throughout the common

elements of the Project, including that contained within common walls, up to the point of connection with plumbing fixtures within any Unit.

6. The storm drainage and water detention system throughout the Project.

7. Foundations, supporting columns, Unit perimeter walls (including windows and doors therein), roofs, ceilings, and floor construction between Unit levels.

8. The portions of the driveways, parking areas and roadways within the Project not otherwise designated as Limited Common Elements in the Condominium Subdivision Plan, subject to the assignment of use by the Developer or the Association of any parking spaces, and also subject to the rules and regulations adopted by the Association.

9. Such other elements of the Project not herein designated as Units or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

B. The Limited Common Elements are:

1. The pipes, ducts, wiring and conduits located entirely within a Condominium Unit and servicing only such Unit, which shall be restricted in use to the Co-owner of such Unit.

2. Each individual patio, deck, porch and balcony area, if any, in the Project, which is restricted in use to the Co-owner of the Unit which opens into such Limited Common Element, some of which may be shown on Exhibit "B" attached hereto.

3. Each individual furnace, water heater, air conditioner and/or compressor in the Project, which is restricted in use to the Co-owner of the Unit which such equipment serves.

4. The interior surfaces of Unit perimeter walls, windows, doors, ceilings and floors contained within a Unit, which shall be reserved to the exclusive use and enjoyment of the Co-owner of each Unit.

5. Each individual garage in the Project, which is restricted in use to the Co-owner of the Unit which is adjacent to and opens into such garage, as shown on Exhibit "B" attached hereto, together with the driveway area immediately adjacent to such garage, extended to the public or private roadway or driveway providing access thereto.

6. The portion of the interior wall of each Unit containing furnace and hot water heater flues and plumbing and other lines and equipment, and the portion of the perimeter walls which contain fire place flues, which areas are restricted in use to the Co-



owner of the Unit which benefits therefrom.

C. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

1. The costs of maintenance, repair and replacement of all General Common Elements, and the exterior of the Limited Common Elements described in paragraph B.5. above, shall be borne by the Association, except for costs necessitated by the intentional acts or negligence of a Co-owner, or his guests, invitees or assignees, which costs shall be borne by such Co-owner.

2. Except as set forth above, the costs of maintenance and repair of all Limited Common Elements, as described above, shall be borne by the co-owners of the Units entitled to the exclusive use of such Limited Common Elements.

3. If any Unit Owner shall elect to construct or install, with the prior approval of the Association, any improvements to his Unit or to the Common Elements appurtenant to his Unit which increase the cost of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses, at the option of the Association, may be specially assessed against such Unit.

D. Some or all of the utility lines, systems (including mains and service leads) and equipment, including telecommunications systems, if and when constructed, may be owned by local public authorities or companies furnishing such service. Such utility lines, systems and equipment shall be General Common Elements only to the extent of the co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Bridgeview as prepared by Prein & Newhof, 7123 Stadium Drive, Kalamazoo, Michigan 49009, attached hereto as Exhibit "B". Each such Unit shall include all that space contained in the interior finished walls, floors and ceilings, all as shown on the floor plans and sections in Exhibit "B" hereto. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown on Exhibit "B", then the typical upper floor plans for such Units shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

B. Because the Developer anticipates the burden of each Unit on the Association finances to be substantially equal, the percentages of value assigned to each Unit shall be equal, and shall be determined by dividing 100.00 by the number of Units in the project from

time to time. The initial percentages of value shall be as follows:

<u>Unit</u>	<u>% of Value</u>	<u>Unit</u>	<u>% of Value</u>
1	3.57%	15	3.57%
2	3.57%	16	3.57%
3	3.57%	17	3.57%
4	3.57%	18	3.57%
5	3.57%	19	3.57%
6	3.57%	20	3.57%
7	3.57%	21	3.57%
8	3.57%	22	3.57%
9	3.57%	23	3.57%
10	3.57%	24	3.57%
11	3.57%	25	3.58%
12	3.57%	26	3.58%
13	3.57%	27	3.58%
14	3.57%	28	3.58%

The percentage of value assigned to each Unit shall be determinative of each Co-owner's interest in the Common Elements, the proportionate share of each respective Co-owner in the proceedings and expenses of administration and the value of each Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100.00. The percentage of value allocated to each Unit may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit in the Project and with the unanimous consent of all of the Co-owners expressed in an amendment to this Master Deed, duly consented to and recorded.

C. The number, size, and/or location of Units or of any limited Common Element appurtenant to a Unit as described in Exhibit "B" hereof may be modified from time to time by Developer or its successors and assigns in its sole discretion. Accordingly, in accordance with Section 90 of the Act, Developer reserves the right to modify the number, size and/or location of unsold Condominium Units and their appurtenant Limited Common Elements from time to time. The precise nature and extent of such modifications shall be determined by the Developer in its sole judgment and discretion. Developer reserves the right to describe each such modified Unit and the Limited Common Elements appurtenant thereto by subsequent amendment or amendments to this Master Deed, which shall be effected solely by Developer without the necessity of a consent from, or execution of an instrument by, any other person now or hereafter interested in the Condominium Project, whether as Owner, mortgagee or otherwise. Further, the Developer may, in connection with any such amendment, readjust percentages of value for all the Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modification based upon the original method of determination of percentages of value for the Project. No Units so modified shall be conveyed until an amendment effecting such modifications is recorded with the Register of Deeds for Kalamazoo County, Michigan. All of the Co-owners and mortgagees of Units and other persons interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed as



may be necessary to effectuate the foregoing, so long as the amendments do not materially alter or change the rights of the Co-owners, mortgagees or other interested parties. All such interested persons irrevocably appoint Developer or their heirs as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed.

ARTICLE VI

CONTRACTION OF CONDOMINIUM

The Condominium Project established pursuant to this Master Deed is contemplated to contain no more than 40 Units. The Developer reserves the right, however, to establish a Condominium Project consisting of fewer units than described above. The contractible area is described in Article II of this Master Deed, and hereinafter referred to as the "Contractible Area". In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such a portion of the Contractible Area as is not reasonably necessary to provide access to or otherwise serve the units included in the Condominium Project as so reduced, including service of such units with necessary utilities. The Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a separate condominium project (or projects), or any other form of development. Such contraction in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and assigns, and in which the percentages of value set forth in Article V hereof shall be proportionally readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments and percentages of value shall be within the sole judgment of the Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of general or limited common elements as may be necessary to adequately describe the units in the Condominium Project as so reduced. All of the owners and mortgagees of units and other persons interested or to become interested in this Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of the Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of units which the Developer or its successors and assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors and assigns as agent and attorney for the purpose of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto.

ARTICLE VII

EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to this initial Master Deed may be extended beyond the first stage described herein to contain in its entirety no more than 40 Units. Additional Units, if any, will be constructed upon all or some portion of the following described land:

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, 1,224.16 feet; thence South 00°-41'-07" West, 835.15 feet; thence North 88°-33'-15" West, 187.90 feet for the place of beginning of the land hereinafter described; thence continuing North 88°-33'-15" West, 341.41 feet; thence Southeasterly 60.53 feet along a curve to the left with a radius of 73.00 feet and a chord bearing South 27°-01'-19" East, 58.81 feet; thence continuing Southeasterly 157.08 feet along a curve to the right with a radius of 352.00 feet and a chord bearing South 37°-59'-27" East, 155.78 feet; thence North 64°-06'-30" East, 134.39 feet; thence South 23°-36'-41" East, 86.75 feet; thence South 90°-00'-00" East, 63.04 feet; thence North 00°-00'-00" East, 187.35 feet to the place of beginning

(hereinafter referred to as "Future Development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors and assigns, from time to time be increased by the addition of Units within any portion or all of the future development. The size and location of all such additional Units as may be constructed thereon shall be determined by Developer in its sole judgment, although the total number of Units shall not exceed 40. Such increases in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns and in which the percentages of value set forth in Article V hereof shall be proportionally adjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the additional parcel or parcels being added to the Project by such amendment. In addition, with any such amendment(s) Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the Future Development. All of the Co-owners and mortgages of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer and its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed, and Developer (or its successors and assigns) may, in its



discretion, establish all or a portion of such Future Development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area for Future Development described in this Article VII, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VIII

EASEMENTS

In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or by reason of any deviation from the plans in the construction, repair, renovation, restoration or replacement of any improvement, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. Each Co-owner shall allow public utilities furnishing services such as sewer, drainage, communications, water, light, heat, power (including electricity and gas), and similar utility services to the Condominium Project to have access to the Common Elements and the Units as may be necessary for the installation, service or maintenance of such services. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element. There shall exist such other easements as may be necessary for continued use and enjoyment of the Condominium Project.

The Units shall have appurtenant to them and be subject to non-exclusive easements in the Common Elements designed for such purposes of ingress to, egress from, utility services for, and support, maintenance, and repair of such Units and the General Common Elements for use according to the respective purposes, in addition to such other rights and burdens which they may have or to which they may be subject by reason of the Act.

During the period of sale by the Developer of any Units, the Developer and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from any part of the Project as may be reasonably required for the purpose of the sale of Units. Until all Units in the entire Project have been sold by the Developer, and until each Unit sold is occupied by the purchasers thereof, the Developer shall have the right to maintain a sales office and/or model dwellings, a business office, a construction office and such trucks and other construction equipment, storage areas and customary signs in connection therewith as may be reasonable to enable development and sale of the entire Project. The Developer shall restore any areas so utilized to habitable status upon termination of use.

Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and



egress to and from all or any portion of the parcel described in Article II. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article II whose closest means of access to a public road is over such road or roads.

Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, storm retention areas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

ARTICLE IX

COVENANTS RUNNING WITH THE LAND

All provisions of the Master Deed and its Exhibits, as amended, shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto; and every Co-owner of the property or any part thereof or interest therein, and their heirs, legal representatives and assigns shall be bound by all of the provisions hereof.

ARTICLE X

AMENDMENT

Except as may be otherwise provided herein, this Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two-thirds (66-2/3%) of the Co-owners and of the Unit mortgagees (allowing one vote for each mortgage held) except as hereinafter set forth:

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or can, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents effecting such amendment or termination shall be recorded with the Register of Deeds of Kalamazoo County, Michigan.

B. If there is a Co-owner other than the Developer, the Condominium Documents may be amended for a proper purpose only as follows:

1. The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project.

2. The amendment may be made, even if it would materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the Co-owners and Mortgagees; provided, however, that a Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without his consent; and provided further, that the provisions of Articles IV, V, and this Article IX shall not be modified without the written consent of the Developer so long as the Developer continues to own or to offer for sale any Unit in the Project. For the purposes of this subsection, a mortgagee shall have one vote for each mortgage held.

3. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed, including, but not limited to, amendments for the purpose of modifying the types and/or sizes of unsold Units and their appurtenant Limited Common Elements.

4. A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which are expenses of administration of the Association. The Co-owners and mortgagees of record shall be notified of proposed amendments under this section not less than ten (10) days before the amendment is recorded.

C. If there is a Co-owner other than the Developer, the Project may be terminated only with the consent of the Developer and not less than eighty percent (80%) of the Co-owners and Mortgagees, as follows:

1. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by the execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

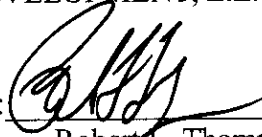
2. Upon recordation of an instrument terminating the Project, the Property constituting the Condominium shall be owned by the Co-owners as tenants-in-common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy-in-common lasts, each Co-owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the Property which formerly constituted the Condominium Unit.

3. Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective, undivided interests in the Common Elements immediately before recordation, except that common profits, if any, shall be distributed in accordance with the Condominium Documents and the Act.

4. Notification of termination, by first class mail, shall be made to all parties interested in the Project, including escrow agents, land contract vendors and vendees, lien holders and prospective purchasers who deposited escrow funds.

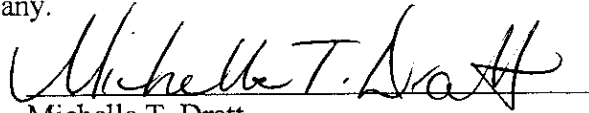
IN WITNESS WHEREOF, this Master Deed has been executed on the date first above written.

SOUTH COUNTY GOLF
DEVELOPMENT, L.L.C.

By: 
Robert L. Thompson
Its: Manager

STATE OF MICHIGAN)
)ss:
COUNTY OF KALAMAZOO)

On this 30th day of August, 2004, before me personally appeared Robert L. Thompson, to me personally known, who being by me sworn, said that he is the Manager of South County Golf Development, L.L.C. ("the Company") who executed this instrument; that this instrument was signed on behalf of the Company by authority of its Members and that this instrument is acknowledged as the free act and deed of the Company.


Michelle T. Dratt
Notary Public
Kalamazoo County, Michigan
My commission expires: 9-30-07

This Master Deed Drafted by:
Michael L. Chojnowski, Esq.
Cooper, Martin & Chojnowski, P.C.
259 East Michigan Avenue, Suite 208
Kalamazoo, Michigan 49007
(269) 552-3400
402\thompson\bridgeview\master deed

EXHIBIT "A"

CONDOMINIUM BYLAWS
BRIDGEVIEW

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1.1 Association. Bridgeview, a Condominium Project located in the County of Kalamazoo, Michigan, shall be administered by an Association of Co-owners, which shall be a non-profit corporation, hereinafter called the "Association", and which shall be organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 1.2 Membership and Voting. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium.

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed. Voting on all Association matters shall be by value.

(d) No Co-owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may be cast by the individual representative designated by such Co-owner in the notice required in subparagraph (e) below or by a proxy given by such individual representative.

(e) Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices

and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the members of the Association. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings, as provided in the Bylaws of the Association, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.

(g) The presence in person or by proxy of thirty-five percent (35%) of the Co-owners qualified to vote shall constitute a quorum, for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. All decisions of the Association shall be by a majority of the quorum, except as herein specifically provided.

(h) Votes may be cast in person or by proxy or by writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or by written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 1.3 Accounting. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable hours.



Section 1.4 Board of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by State law or the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

- (1) Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements thereof.
- (2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (3) To carry insurance and collect and allocate the proceeds thereof.
- (4) To rebuild improvements after casualty.
- (5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, security interest or other lien on property owned by the Association; 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 Association.
- (8) To make rules and regulations in accordance with Article VI of these Bylaws.



(9) 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 by the Condominium Documents required to be performed by the Board.

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

(b) The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 1.4(a) of these Bylaws, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by the Board, or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other similar person or entity, in which the maximum term is greater than three years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 1.5 Officers. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than fifty percent (50%) of all Co-owners in value.

Section 1.6 Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking reimbursement or indemnification, the indemnification herein shall apply only if the



Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 1.7 Advisory Committee. An Advisory Committee of three (3) non-developer Co-owners shall be established within one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of one-third (1/3) of the Units that may be created hereunder, or within one (1) year after the initial conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever first occurs. The Advisory Committee may, in the first instance, be appointed by the Developer. If the Board of Directors of the Association so determines, or if more than twenty percent (20%) in value of the non-Developer Co-owners shall so petition in writing, then a special meeting of the non-Developer Co-owners shall be held and the members of the Advisory Committee elected at such meeting. The purpose of the Advisory Committee shall be to facilitate communications between the Developer and the non-Developer Co-owners. The Advisory Committee shall cease to exist when a majority of the Board of Directors of the Association of Co-owners is elected by the non-Developer Co-owners. The Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by either of them; provided, however, that there shall be no more than four (4) such meetings per year unless both entities agree.

Section 1.8 Non-Developer Directors.

(a) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least one (1) Director and not less than twenty-five percent (25%) of the Board of Directors of the Association shall be elected by non-Developer Co-owners.

(b) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) of the Units that may be created, not less than thirty three and one-third percent (33 1/3%) of the Board of Directors shall be elected by non-Developer Co-owners.

(c) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-Developer Co-owners shall elect all of the Directors on the Board, except that the Developer shall have the right to designate at least one Director, as long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the Project or as long as ten percent (10%) of the Units that may be created remain unsold.

(d) Notwithstanding the foregoing, fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to not less than seventy-five percent (75%) of the Units that may be created have not been



conveyed, the non-Developer Co-owners have the right to elect the number of members of the Board of Directors equal to the percentage of Units the non-Developer Co-owners hold, and the Developer shall have the right to elect the number of members of the Board equal to the percentage of the Units which are owned by the Developer and for which all assessments are paid by the Developer. This section shall not require a change in the size of the Board of Directors as is determined by the Association Bylaws. The provisions of Section 52(4) and Section 52(6) of the Act shall also be applicable to this Section 1.8, and shall be incorporated herein by reference.

ARTICLE II ASSESSMENTS

Section 2.1 Personal Property Taxes. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2.2 Liabilities and Insurance Receipts. Taxes and special assessments which become a lien against the Condominium Project in the year of establishment shall be considered expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54 of the Act.

Section 2.3 Amount of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 2.4 below rather than by special assessments. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon the budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Two Thousand Dollars (\$2,000) annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or

to levy such additional assessment or assessments as it shall deem necessary.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding Two Thousand Dollars (\$2,000) per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2.3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners in value. The authority to levy assessments pursuant to this Subparagraph is solely for the benefit of the Association and of the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 2.4 Apportionment. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2.3(a) above shall be payable by Co-owners in four (4) equal quarterly installments, or twelve (12) monthly installments, as determined by the Association, commencing with acceptance of a deed to a Unit, with acquisition of fee simple title to a Unit by any other means, or upon execution of a land contract by which a Unit is purchased from Developer. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default for ten (10) or more days shall bear interest from the initial due-date thereof at the highest legal rate until each installment is paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable, both jointly and severally, for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment, including reasonable attorney's fees) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from Developer shall be so personally liable and Developer shall not be personally liable for such assessments levied up to and including the date upon which Developer actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, the cost of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments in default in order of their due dates. Notwithstanding the foregoing, any unusual common expenses benefiting less than all of Condominium Units, or any unusual expenses incurred as a result of a use being conducted within a Condominium Unit by a Co-owner, licensee, lessee or invitee, may be specially assessed or apportioned against the Condominium Unit or Units involved in a reasonable manner and in accordance with any provisions of the Act.

Section 2.5 No Exemption. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the

Common Elements or by the abandonment of his Unit.

Section 2.6 Collection of Assessments. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment or any special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. The expenses incurred in collecting unpaid assessments, including interest, costs, actual reasonable attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment or any special assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the general Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to

collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him.

Section 2.7 Effect on Mortgage Lien. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such unpaid assessments or charges to all Units including the mortgaged Unit).

Section 2.8 Obligations of Developer. Until such time as the regular monthly assessments paid by Co-owners other than the Developer shall be sufficient to support the total costs of administration (excluding reserves), the Developer shall pay the balance of such administrative costs on account of the Units owned by it, whether constructed or not.

After the time at which the regular monthly assessments paid by Co-owners other than the Developer are sufficient to support the total costs of administration (excluding reserves), the Developer shall be assessed by the Association for actual costs, if any, incurred by the Association which are directly attributable to the Units owned by the Developer, together with a pro-rata share of costs of administration (other than costs attributable to the maintenance of dwellings), such as legal fees, accounting fees, liability insurance premiums and maintenance of the landscaping, drives, sanitary sewer system and walks, if any. Provided, that if a Unit owned by Developer is leased or otherwise occupied on a permanent basis by a person holding under or through the Developer, the Developer shall pay all regular monthly assessments with respect to such Unit forthwith.

Section 2.9 Statement Regarding Assessments. Pursuant to the provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the Purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act. Unpaid assessments shall constitute a lien upon the Unit and the proceeds of sale thereof, which shall be prior to all claims except real property taxes and first mortgages of record.

Section 2.10 Construction Liens. A construction lien arising under Act 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III
ARBITRATION

Section 3.1 Arbitration. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 3.2 Legal Action. In the absence of the election and written consent pursuant to Section 3.1, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3.3 Election. Election by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV
INSURANCE

Section 4.1 Insurance Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of all of the Common Elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. It shall be each Co-owner's responsibility to obtain insurance coverage for his Unit and for personal property located within his Unit or elsewhere in the Condominium Project. Each Co-owner shall also be responsible for obtaining insurance coverage for his personal liability for occurrences within his Unit and the Association shall have absolutely no responsibility for obtaining such coverage. Such insurance policies shall name the Association as an additional insured party. The Association may, in its discretion, require that each Co-owner obtain insurance covering liability for damage to person or property of others located within such Co-owner's Unit, or in another Unit in the Condominium Project, or upon the Common Elements, when such liability results from the negligence of the insured Co-owner. Such insurance shall be in the amounts as shall from time to time be determined by the Association, and shall show the Association as an insured party. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate



provisions whereby the insurer waives its rights of subrogation as to any claims against any Co-owner or the Association.

(b) All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Any improvements within the individual Units shall be covered by insurance obtained by and at the expense of the Co-owner of such Unit; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article II of these Bylaws.

(c) All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 4.2 Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association from all damages and costs, including attorneys' fees, which they may suffer as a result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or appurtenant Limited Common Element, and each individual Co-owner shall carry insurance to secure this indemnity. This section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however, and the Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by them to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 5.1 Reconstruction. If the Condominium project or any of its Common Elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the same and payable by reason thereof are sufficient to reconstruct the Project, then such proceeds shall be applied to such reconstruction. As used herein, reconstruction means restoration of the Project in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to the damage, unless the Co-

owners and mortgagees shall unanimously decide otherwise.

(a) If the property is not insured against the peril causing the loss or the proceeds of the policy or policies insuring the project and payable by reason thereof are insufficient to reconstruct the same, and fewer than fifty percent (50%) of the units are rendered uninhabitable, provision for reconstruction may be made by the affirmative vote of not fewer than seventy-five percent (75%) of the Co-owners voting at a meeting called for such purpose. If the property is reconstructed, any such insurance proceeds should be applied thereto, and special assessments may be made against all of the units in the project in order to pay the balance of the cost thereof.

(b) If the property is not insured against the peril causing the loss, or if the proceeds of the policy or policies insuring the project are insufficient to reconstruct the same, and if provision for reconstruction is not made pursuant to subparagraph (a) above, then provision for withdrawal of any portion of the Property from the provisions of the Act may be made by the affirmative vote of not fewer than seventy-five percent (75%) of the Co-owners voting at a meeting called for such purpose. Upon any such withdrawal of any Unit or portion thereof, the percentage of ownership in the Common Elements appurtenant thereto shall be reallocated among the remaining Units not so withdrawn on the basis of the relative percentages of ownership in the Common Elements appurtenant to such remaining Unit. If only a portion of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to such Unit shall be reduced accordingly, upon the basis of the diminution in the market value of such Unit, as determined by the Board of the Association. Any insurance proceeds shall be allocated on the basis of square footage withdrawn or such other equitable basis as the Board may determine, among the Units or portions thereof and the portions of the Common Elements withdrawn. Upon withdrawal of any Unit or portion thereof, the owner thereof shall be relieved of any further responsibility or liability for the payment of any assessments therefor after the date of such withdrawal, if the entire Unit is withdrawn, or for the payment of a portion of such assessment proportional to the diminution in square footage of such Unit if only a portion of the Unit is withdrawn.

(c) If the property is not insured against the peril causing the loss, or the proceeds of the policy or policies insuring the project and payable by reason thereof are insufficient to reconstruct the same, and if provision for neither reconstruction nor withdrawal is made pursuant to subparagraphs (a) or (b) above, then the provisions of the Act shall apply.

(d) Prompt written notice of any damage or destruction to a Unit or any part of the Common Elements shall be given to the holder of a first mortgage lien on any Unit affected thereby.

Section 5.2 Partial Damage. If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 5.3 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 5.3 Repairs by Co-owner. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor



coverings, wall materials and coverings, window shades, draperies, interior walls and ceilings, interior trim, furniture, light fixtures and all equipment and appliances, whether free-standing or built-in. Except as may be otherwise set forth in the Condominium documents, each co-owner shall be responsible for the general repair, maintenance and replacement of the Limited Common Elements appurtenant to his Unit. If any interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly.

Section 5.4 Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(b) If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of the Co-owners in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by an Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Project.

(d) In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5.5 Priority. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to

Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI RESTRICTIONS

Section 6.1 Residential Purposes. No Unit in the Condominium shall be used for other than single-family residential purposes in accordance with the zoning ordinance of the Village of Vicksburg.

Section 6.2 Approval of Buildings.

(a) No building, residence or other structure or outside improvements of any kind shall be commenced, erected or maintained on or in a Unit, nor shall any exterior addition to or change or alteration of any structure be made, until the plans and specifications showing the design, height, materials, color scheme, outside lighting, and the grading and landscaping plan of the Unit to be built upon, shall have been submitted to and approved in writing by the Developer's Review Committee ("Committee"), and a copy of the plans and specifications shall have been permanently filed with the Committee.

(b) The Committee shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable, in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the compliance of the proposed plans with the provisions of this Master Deed including, but not limited to, Exhibit "B" hereof. If a disagreement on the points set forth in this Article should arise, the decision of the Committee shall control.

(c) In the event the Committee shall have failed to approve or disapprove such plans and specifications in writing within thirty (30) days after the same shall have been delivered, then the same shall be deemed to have been approved, provided that the plans and specifications and the location of the residence on the Unit conform to and are in harmony with existing residences in the Project, this Master Deed and applicable zoning laws and building codes.

Section 6.3 Leasing. A Co-owner may lease his Unit for the same purposes set forth in Section 6.1 of these Bylaws, except that a Co-owner shall not lease less than an entire Unit in the Condominium and any limited common elements appurtenant thereto. With the exception of a lender and possession of a unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease a Unit in the Condominium, and no tenant shall be permitted to occupy a Unit, except under a written lease agreement, the initial term of which is at least one (1) year, unless such lesser term is specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents.

Section 6.4 Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist



easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors of the Association, including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to Common Element walls between Units which in any way impair sound conditioning provisions. The Board of Directors shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety, appearance or value of the Condominium Project, but no such approval shall be unreasonably withheld. All curtains and draperies visible from the exterior of a Unit shall be made of or lined with fabric which is white, off-white or beige in color and no temporary window treatment of another nature shall be permitted.

Section 6.5 Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rates of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition, in the manner set forth in Section 2.4 of these Condominium Bylaws.

Section 6.6 Animals. The only animals allowed to be kept on the Condominium Project shall be domesticated dogs and cats. No animal, including dogs and cats, shall be kept in or permitted on the Condominium Project, without the prior consent and approval of the Board of Directors, which consent, if given, shall be revocable at any time by the Board for failure by the owner of a pet to observe provisions of the Bylaws or Rules and Regulations of the Association pertaining to pets. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor, or conduct. No savage or dangerous animal shall be kept. No animal shall be permitted to run loose upon the Common Elements and any animal shall at all times be attended by some responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property, regardless of whether the Association has consented thereto. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of the Bylaws in the event that the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper, including, but without limiting, designation of specific areas for exercising or otherwise maintaining such animals on the Common Elements.



Section 6.7 Common Areas. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained within the Condominium Units or in areas designated therefor by the Association, and shall not be permitted to remain elsewhere on the Common Elements, except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Association. In general, no activities shall be carried on nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium Project.

Section 6.8 Yards, Sidewalks, Etc. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and patios shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements. Use of recreational facilities, if any, in the Condominium by children may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 6.9 Exterior Appearance. No awnings, radio or television aerials or other projections shall be attached to the outside walls of any building in the Condominium Project, and no blinds, shades, draperies or screens shall be attached to, hung or used on the exterior of any window or door of any Unit in the Condominium Project, without the prior written consent of the Association.

Section 6.10 Vehicles. No non-motorized vehicles (including without limitation house trailers, utility trailers, boat trailers, boats, camping trailers and snowmobile trailers, commercial vehicles, camping vehicles, snowmobiles, recreational vehicles or vehicles other than automobiles or vans not exceeding nineteen (19) feet in overall length, used primarily for general transportation purposes), may be parked or stored upon the Condominium premises, except for a reasonable time for loading or unloading, or unless parked in an area specifically designated therefore by the Association. No inoperable vehicles of any type shall be brought or stored upon the Condominium premises, either temporarily or permanently. Except for emergency repairs, no maintenance work shall be performed on any vehicle on the Condominium premises. Commercial vehicles and trucks shall not be parked in or about the Condominium, except as above provided (unless while making deliveries or pick-ups in the normal course of business). Co-owners shall, if the Association so requires, register with the Association all vehicles maintained on the Condominium premises. The Association may, without liability to the owner thereof have any vehicle towed from the Condominium premises, which vehicle is located thereon in violation of the terms of this Section, or in violation of any rules and regulations adopted by the Association.

Section 6.11 Dangerous Weapons. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B.B. guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

Section 6.12 Signs. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including, "for sale" and "for rent" signs, without prior written consent from the Board of Directors, except that the Developer shall be permitted to display such signs during the period of sale of Units by it.

Section 6.13 Occupancy. The number of persons who shall permanently occupy or reside in any Unit in the project shall be limited to two (2) times the number of bedrooms in such Unit, absent the express and prior approval of the Board of Directors of the Association. In the event that a violation of this restriction by a family in occupancy of a Unit results from the birth or adoption of a child, or the marriage or remarriage of a family member, this restriction shall be suspended as to such family for a period of one year to provide such family a reasonable time in which to cure such violation or otherwise dispose of the Unit.

Section 6.14 Regulations. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners in value.

Section 6.15 Access to Units. The Association or its duly authorized agents shall have access to each Unit and any limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access. The Co-owners of Units within the Condominium shall be responsible for locking and securing means of entry to their individual Units.

Section 6.16 Developer's Review Committee.

(a) Developer's Review Committee Composition.

(1) The Committee shall consist of three (3) members appointed by the Developer. Developer shall be entitled to select all members of the Committee so long as it has an interest in any Unit within the Project. Action by any two (2) members of a three (3) member committee shall constitute action of the entire committee.

(2) The Developer shall be entitled to remove and replace members of the Committee for so long as the Developer has an interest in any Unit within the Project. The Developer may, at any time, in writing, turn over the responsibility for appointment of members of the Committee to an association associated with the Project, and comprised of representatives of owners of Units contained in the Project.

(3) Neither the Committee nor any member thereof, shall be entitled to any compensation from any owner of a Unit in the Project on account of any service performed in the examination of plans of specifications.

(b) Administration by the Committee. The Committee shall have the following powers and duties in addition to the other such powers and duties set forth elsewhere in this Instrument:

(1) Approval of Plans. All plans and specifications for the construction of any residence, the undertaking of any landscaping or grading, and the location of any such residence, the exterior alteration of any residence and all exterior uses or improvements on a Unit shall be approved by the Committee prior to construction, in accordance with this Article. The Committee may reject all or any portion of the plans submitted or require the modification or re-submission of any such plans.

(2) Variances. The Committee may grant variances in its absolute discretion from this Article, so long as the general intent of this Article shall be substantially achieved; provided, however, that the granting of any variance by the Committee shall require the unanimous vote thereof.

(3) Enforcement. The Committee shall have the primary responsibility for the enforcement of this Article, although enforcement may also be undertaken by the Developer or by a condominium or other association associated with the Project. For such purpose, it shall have the right to take or refuse to take such action as herein provided, institute legal or equitable proceedings, or to take such other action which is reasonably calculated to achieve the purposes herein set forth. Any costs, including reasonable attorney fees, incurred in enforcing this Article shall be assessable as a lien against the Unit and the owner thereof, from which a violation arose, and may be enforced in the same manner as provided for by law for mortgages. The owner or mortgagee of any Unit within the Project may also enforce the covenants set forth herein.

Section 6.17 Responsibility for Actions. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him,



his assigns, tenants, agents, invitees or licensees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of these Bylaws.

Section 6.18 Lease of Unit. No Co-owner may lease or rent his Unit and any Limited Common Element appurtenant thereto without complying with the provisions of Section 6.3 above. Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state. If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(a) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.

(b) The Co-owner shall have seven (7) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(c) If after seven (7) days the Association believes that the alleged breach is not cured and may be repeated, it may institute on its behalf an action for eviction against the tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this section may be by summary proceedings. The Association may hold both the tenant and the Co-owner liable for any damage caused by the Co-owner or tenant in connection with the Condominium Unit and for the reasonable costs, including attorneys' fees, of any action taken. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction shall not be a breach of the rental agreement or lease by the tenant.

Section 6.19 Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Board of Directors in writing.

Section 6.20 Decks, Balconies and Patios. No unsightly condition shall be maintained upon any deck, balcony or patio and only furniture and equipment consistent with ordinary deck, balcony or patio use shall be permitted to remain there during seasons when such areas are reasonably in use, and no unsightly furniture or equipment of any kind shall be stored on decks, balconies or patios during seasons when such areas are not reasonably in use.



ARTICLE VII
MORTGAGES

Section 7.1 Notice of Mortgage. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee. The Association may, at the written request of a mortgagee of any Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit with respect to the Condominium Documents that is not cured within sixty (60) days.

Section 7.2 Notice of Insurance. The Association shall notify each mortgagee appearing in the book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 7.3 Notice of Meeting. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII
TRANSFER OF UNITS

Section 8.1. Unrestricted Transfers. A Co-owner may, without restriction hereunder, sell, give, devise or otherwise transfer his Unit, or any interest therein, to his spouse or to his child, parent, brother, sister, grandchild or descendant, or to any one or more of them, or to any trustee of a trust, the sole beneficiary of which is the Co-owner or his spouse, child, parent, brother, sister, grandchild or descendant or any one or more of them. Notice of any such unrestricted transfer shall be given to the Association within five (5) days following consummation of such transfer.

Section 8.2. Notice to Association. Whenever a Co-owner shall propose to sell, give, devise or otherwise transfer his Unit, or any interest therein, to any person or entity other than a person or entity described in Section 8.1 above, the Co-owner shall give the Association not less than thirty (30) days prior written notice of the proposed transfer, which notice shall briefly describe the type of transfer proposed by the Co-owner and shall state the name, address and financial and character references of the proposed transferee. The notice shall also include a copy of the proposed contract for sale or other documents, if any, effecting such proposed transfer.

Section 8.3. First Option of Association.

(a) If a Co-owner proposes to sell his Unit or any interest therein to a person or entity other than a person or entity described in Section 8.1 above, for a period of thirty (30) days following the date notice of said proposed transfer is given to the Association, the Association shall have the right, at its option, to purchase such Unit or interest therein from the Co-owner (the "transferring party") upon the terms described in said notice .



(b) If a Co-owner proposes to make a gift of his Unit or any interest therein to any person or entity other than a person or entity described in Section 8.1 above, for a period of thirty (30) days following the date notice of the proposed transfer is given to the Association, the Association shall have the first right, at its option, to purchase such Unit or interest therein. The price to be paid by the Association for the Unit shall be agreed upon by the Co-owner (the "transferring party") and the Association, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in Section 8.4, below.

(c) If a Co-owner dies and under applicable law his Unit or any interest therein is subject to a probate proceeding, then during a period of three (3) months after appointment of a personal representative of the deceased Co-owner, the Association shall have the first right, at its option, to purchase the Unit or interest therein either from the devisee thereof named in the deceased Co-owner's will, if any, or from the appointed personal representative of such deceased Co-owner who is empowered or authorized to sell the Unit or interest therein (the "transferring party"). Provided, however, the foregoing option shall not apply to any transfer upon the death of a Co-owner to a person or entity described in Section 8.1 above. The price to be paid by the Association for said Unit or interest therein shall be agreed upon by the Association and the transferring party, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in Section 8.4.

Section 8.4. Determination of Purchase Price. If the price to be paid by the Association for a Condominium Unit or interest therein pursuant to subparagraphs 8.3(b) or (c) above is not promptly agreed upon, the price shall be equal to the fair market value of the Unit or interest therein as determined by a qualified real estate appraiser mutually agreed upon by the transferring party and the Association, and, in the event of no prompt agreement on the appraiser, by a majority decision of three (3) qualified real estate appraisers, one chosen by the transferring party, one chosen by the Association and the third chosen by the other two appraisers. The cost of the appraiser or appraisers shall be paid one-half by the transferring party and one-half by the Association as a common expense.

Section 8.5. Election not to Exercise. The Board of Directors of the Association shall have authority, on behalf of and in the name of the Association, to elect not to exercise the Association's first option hereunder, and shall promptly give written notice of the election to the transferring party. The Association shall be deemed to have elected not to exercise its first option if either (i) the Association notifies the transferring party that it has elected not to exercise its option, or (ii) the Association fails to notify the transferring party before the expiration of the applicable option period provided herein, that the Association elects to exercise its option.

(a) If the Association elects not to exercise its first option, in the case of a proposed sale or gift of a Unit or interest therein, the transferring party may proceed to close the proposed transfer any time within forty-five (45) days after the election. Thereafter, the transfer of the Unit, or any interest therein, shall again become subject to the Association's right of first option, as provided herein.

(b) A certificate executed by the President, Vice-President, Secretary or other



duly authorized officer of the Association, certifying that the Association, by its Board, has elected not to exercise its first option, shall be conclusive evidence of such election. Such a certificate shall be furnished to a Co-owner upon his compliance with the provisions hereto, provided the Co-owner requests such certificate from the Association in writing.

Section 8.6. Election to Exercise. The Board shall have the authority to recommend to the Co-owners that the Association elect to exercise its first option hereunder.

(a) In the event the Board shall decide to recommend to the Co-owners that the Association elect to exercise its option, the Board shall call and hold a meeting of all the Co-owners, within twenty (20) days following its determination to recommend such election, for the purpose of voting upon whether the Association will elect to exercise its option. If Co-owners owning not less than sixty percent (60%) in number and in value, by affirmative vote at such meeting or by written proxy or consent, elect to exercise the Association's option, then the Board shall promptly give written notice of the election to the transferring party.

(b) The Association shall be deemed to have exercised its option hereunder if it tenders the required sum of money to the transferring party within the applicable option period provided herein.

Section 8.7. Purchase at Judicial Sale. The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Condominium unit or interest therein at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses under the Act, an order or direction of a court, or at any other involuntary sale, upon the consent or approval of the Co-owners owning not less than sixty percent (60%) in number and in value. Such consent shall set forth a maximum price which the Board or its duly authorized agent may bid and pay for the Unit or interest therein.

Section 8.8. Financing of Purchase. The Board shall have authority to make such mortgage arrangements and special assessments proportionately among the respective Co-owners, and other such financing arrangements as the Board may deem desirable, in order to close and consummate the purchase of a Condominium Unit or interest therein by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the project other than the Unit or interest therein to be purchased and the limited Common Elements appurtenant thereto.

Section 8.9. Miscellaneous.

(a) A transfer of a Condominium Unit or interest therein by or to the Board, the Developer or the holder of any first mortgage on a Unit which comes into possession of the mortgaged Unit in the manner provided by Article VII shall not be subject to the provisions of this Article VIII.

(b) The Association shall hold title to any Condominium Unit or interest therein acquired, pursuant to this Article in the name of the Association or a nominee thereof delegated by



the Board, for the sole benefit of all Co-owners. The Board shall have the authority at any time to sell, lease or sublease the Unit or any interest therein on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit or interest therein be sold for less than the amount paid by the Association to purchase said Unit unless Co-owners owning not less than sixty percent (60%) in number and in value first authorize the sale for such lesser amount.

(c) The provisions of this Article VIII with respect to the Association's right of first option shall be and remain in full force and effect until the Project as a whole shall be sold or removed from the provisions of the Act, as provided therein, unless the provisions of this Article are sooner rescinded or amended by the Co-owners.

(d) If any transfer of a Condominium Unit is made or attempted without complying with the provisions of this Article, such transfer shall be subject to each and all of the rights and options of and remedies and actions available to the Association hereunder, under the Act, and otherwise.

(e) Except as otherwise provided in the Master Deed or in these Bylaws, in the event of any transfer of a Condominium Unit or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer.

ARTICLE IX AMENDMENTS

Section 9.1 Amendments. The Bylaws may be amended, altered, changed, added to or repealed only in the manner set forth in Article X of the Master Deed of Bridgeview.

Section 9.2 Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

Section 9.3 Vote Required. Except as expressly limited in Section 9.4 of these Bylaws, these Bylaws may be amended by the Association at any regular annual meeting, or a special meeting called for such purpose, by an affirmative vote of not less than sixty percent (60%) of all Co-owners present or represented at such meeting.

Section 9.4 Effective Date of Amendments. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located. Without the prior written approval of all institutional holders of first mortgage liens on any Unit in the Condominium, no amendment to these Bylaws shall become effective which substantially increases or decreases the benefits or obligations or materially affects the rights of any member of the Association or of any such holder of a first mortgage lien on any unit.

Section 9.5 Copies of Amendments. A copy of each amendment to the Bylaws shall be



furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE X COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XI DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XII REMEDIES FOR DEFAULT

Section 12.1 Remedies. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b) If any proceeding arising because of an alleged default by any Co-owner is successful, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.



(d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article XIV, Section 4 of the Association Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article XIV, Section 4, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these bylaws. The amount of such fines shall be as established by the Association.

Section 12.2 No Waiver. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 12.3 No Election of Rights. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude any party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XIII SEVERABILITY

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

402\thompson\bridgeview\condominium bylaws

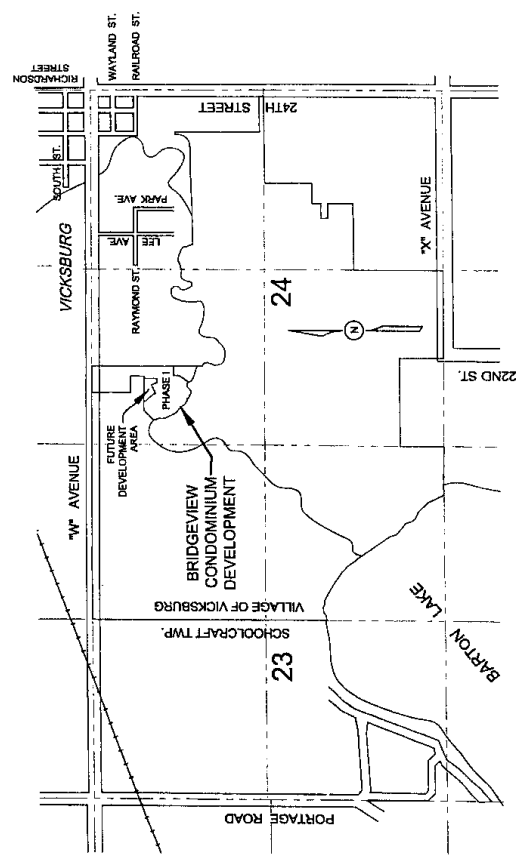
KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 164
 EXHIBIT "B" TO THE MASTER DEED OF:

BRIDGEVIEW

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

OWNER - DEVELOPER
 SOUTH COUNTY GOLF DEVELOPMENT L.L.C.
 2211 E. "V" AVENUE
 VICKSBURG, MI 49097-9746
 PHONE - 269-649-1273

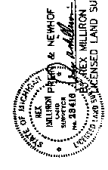
SURVEYOR - ENGINEER
Prein & Newhof
 Engineers & Surveyors • Zimmanstad & Tull Laboratory
 7123 STADIUM DRIVE
 KALAMAZOO, MICHIGAN 49009
 PHONE: (269) 372-1158



- SHEET INDEX**
1. COVER SHEET
 2. SURVEY & SITE PLAN
 3. UTILITY PLAN
 4. FIRST FLOOR PLAN
 5. BASEMENT PLAN
 6. BUILDING SECTIONS

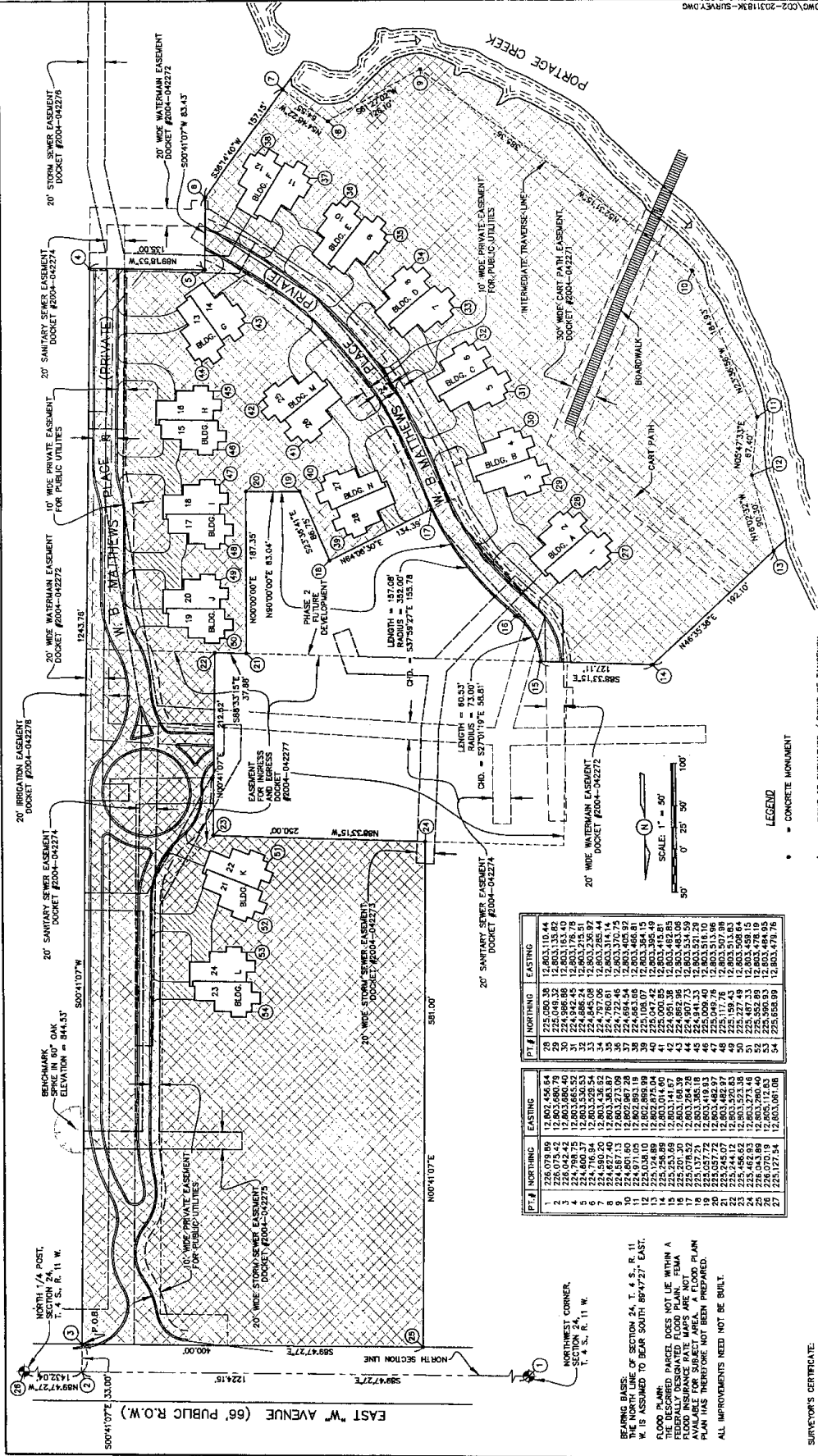
Phase 1 BRIDGEVIEW:
 Commencing at the Northwest corner of Section 24, T. 4 S., R. 11 W., Village of Vicksburg, Kalamazoo County, Michigan; thence South 89°-42'-27" East, 1,224.16 feet; thence South 00°-41'-07" West, 30.60 feet to the South right-of-way line of East "W" Avenue; thence South 00°-41'-07" West, 1,243.76 feet to the East "W" Avenue; thence 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 49°-35'-38" East, 192.10 feet; thence South 88°-33'-15" East, 127.11 feet; thence Southeasterly 60.53 feet along a curve to the left with a radius of 73.00 feet and a chord bearing South 27°-07" East, 100.00 feet; thence East 352.00 feet and a chord bearing South 37°-59'-27" East, 155.78 feet; thence North 64°-06'-30" East, 134.39 feet; thence South 23°-36'-41" East, 86.75 feet; thence South 90°-00'-00" East, 63.04 feet; thence North 00°-00'-00" East, 187.35 feet; thence South 88°-33'-15" East, 37.88 feet; 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 13.15 Acres, more or less.

VICINITY MAP
 (SCALE: 1" = 800')



PROPOSED: 8/27/04
 AS-BUILT: _____
 SHEET NO.: 1 OF 5

UNLICENSED LAND SURVEYOR NO. 28416



BRIDGEVIEW

PHASE 1 - SURVEY & SITE PLAN

PROPOSED: 9/27/04
 AS-BUILT: _____
 SHEET NO.: 2 OF 6

PT #	NORTHING	EASTING
1	225,078.92	12,803,118.94
2	225,078.92	12,803,135.42
3	224,986.68	12,803,163.40
4	224,986.68	12,803,215.51
5	224,886.24	12,803,236.92
6	224,845.08	12,803,236.92
7	224,760.00	12,803,215.14
8	224,732.16	12,803,370.75
9	224,681.84	12,803,468.81
10	224,681.84	12,803,468.81
11	224,600.00	12,803,475.81
12	224,500.00	12,803,475.81
13	224,491.38	12,803,482.65
14	224,491.38	12,803,534.99
15	224,491.38	12,803,534.99
16	224,491.38	12,803,534.99
17	224,491.38	12,803,534.99
18	224,491.38	12,803,534.99
19	224,491.38	12,803,534.99
20	224,491.38	12,803,534.99
21	224,491.38	12,803,534.99
22	224,491.38	12,803,534.99
23	224,491.38	12,803,534.99
24	224,491.38	12,803,534.99
25	224,491.38	12,803,534.99
26	224,491.38	12,803,534.99
27	224,491.38	12,803,534.99

BEARING BARS:
 THE NORTH LINE OF SECTION 24, T. 4 S., R. 11 W. IS ASSUMED TO BEAR SOUTH 89°17'27" EAST.
 FLOOD PLAIN:
 THE DESCRIBED PARCEL DOES NOT LIE WITHIN A FLOOD PLAIN AS DETERMINED BY THE FEMA FLOOD INSURANCE RATE MAPS ARE NOT AVAILABLE FOR SUBJECT AREA. A FLOOD PLAN HAS THEREFORE NOT BEEN PREPARED.
 ALL IMPROVEMENTS NEED NOT BE BUILT.

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

SURVEYOR'S CERTIFICATE:
 I, Rex A. Wilson, a Professional Land Surveyor of the State of Michigan, hereby certify that the Subdivision Plan known as Bridgeview at Angier Crossing being Kalamazoo County Condominium Plan No. 142, has been lawfully established and recorded in the Public Records of the State of Michigan, and that the required survey corners were established and marked as noted on and required by rules promulgated under Section 142 of Act No. 142 of Act No. 59 of the Public Acts of 1978. That the bearings, as shown, are noted on the survey plan as required by the rule promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

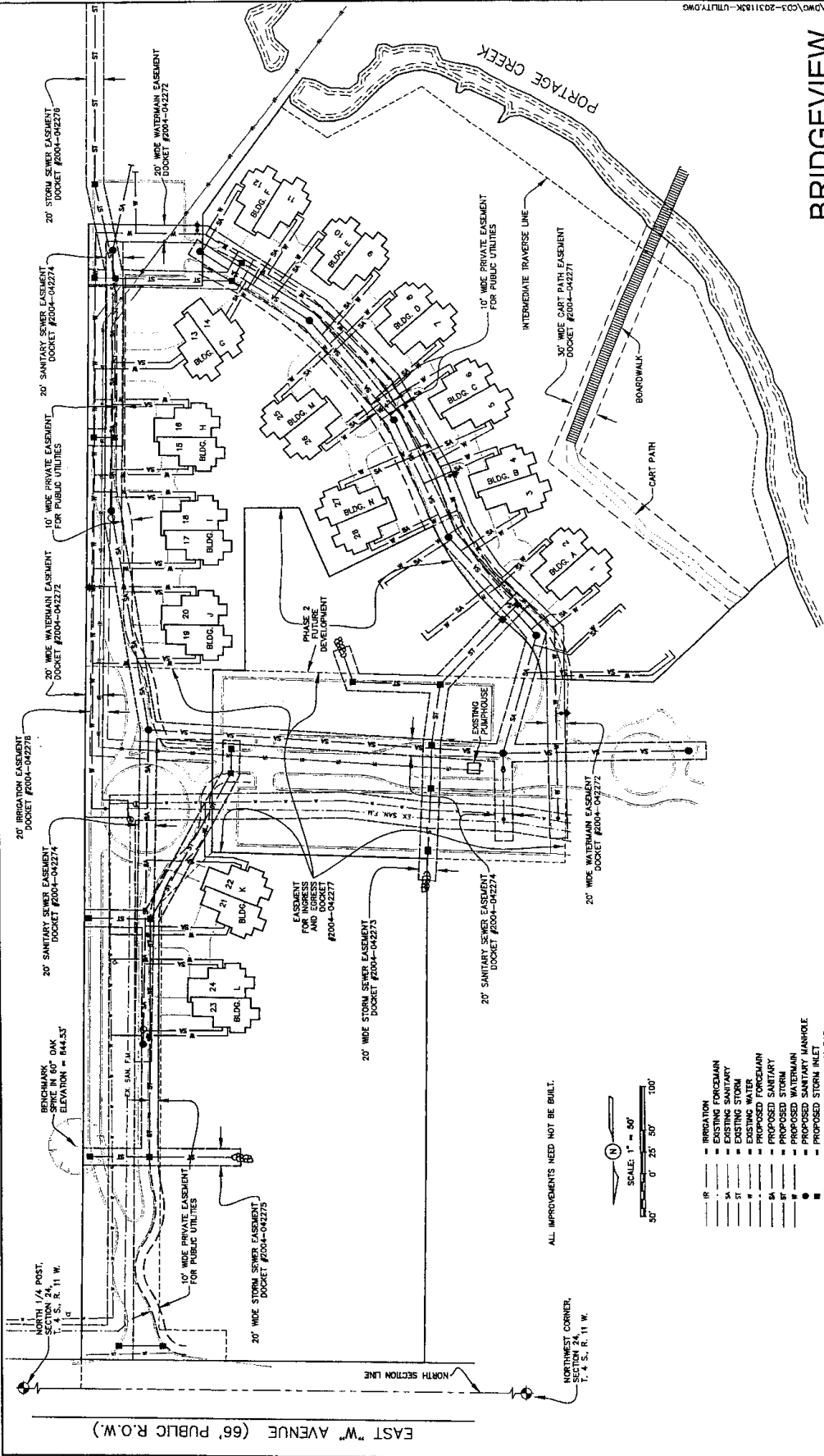


Rex A. Wilson
 License No. 28416
 7123 Stadium Drive
 Kalamazoo, Michigan 49009
 Date: 9/27/04

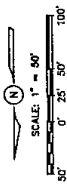
BRIDGEVIEW PHASE 1 - UTILITY PLAN



PROPOSED: 6/22/04
AS-BUILT:
SHEET NO.: 3 OF 6



ALL IMPROVEMENTS NEED NOT BE BUILT.



- IR IRRIGATION
- SA EXISTING SANITARY
- ST EXISTING STORM
- WA EXISTING WATER
- SA PROPOSED SANITARY
- ST PROPOSED STORM
- WA PROPOSED WATERMAIN
- MI PROPOSED SANITARY MANHOLE
- SI PROPOSED STORM INLET
- OR STORM OUTFALL & RIP RAP
- HY PROPOSED HYDRANT
- WV PROPOSED WATER VALVE
- PS PROPOSED PUMP STATION

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



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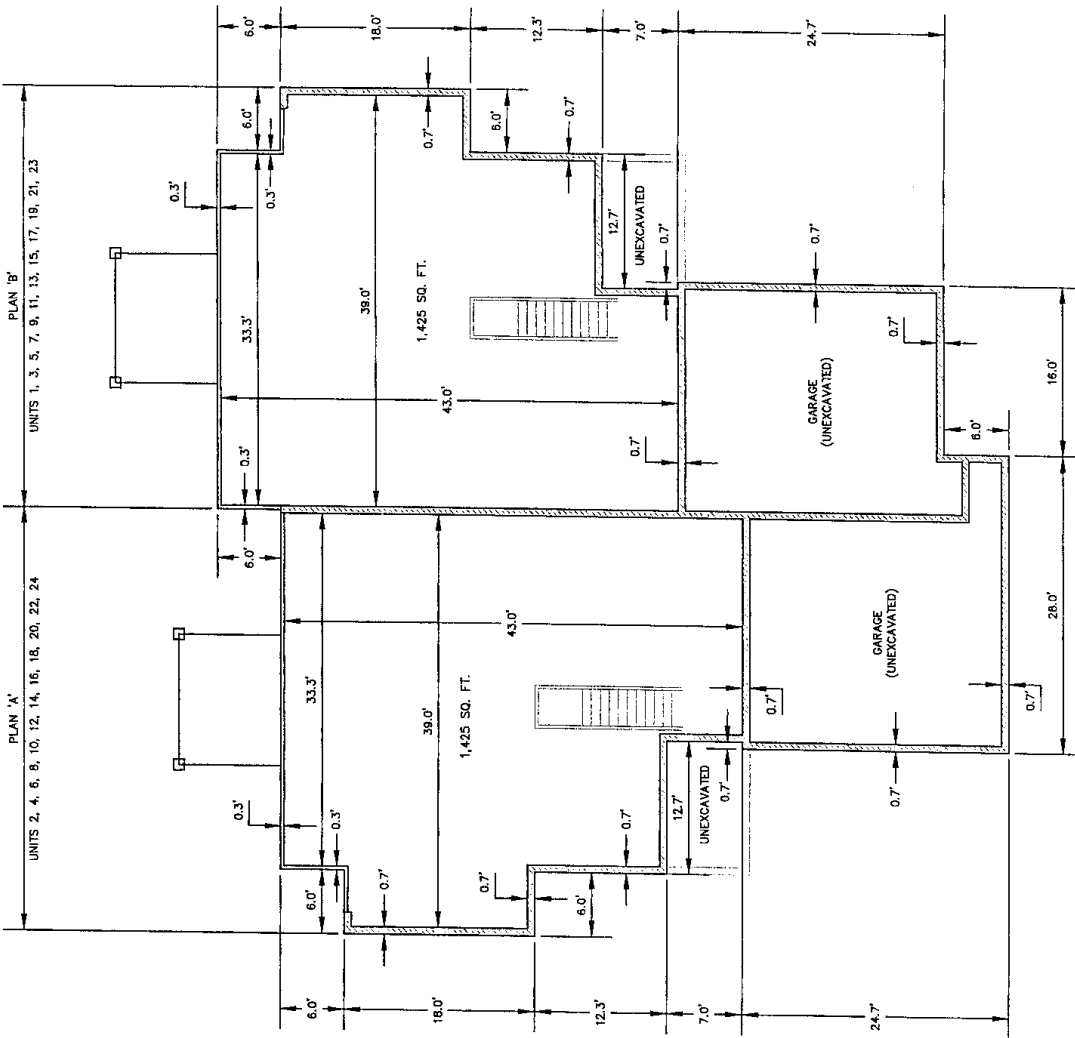
BRIDGEVIEW PHASE 1 - BASEMENT PLAN

PROPOSED: 8/27/04
AS-BUILT:
SHEET NO.: 5 OF 6



- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT BOUNDARY

ALL IMPROVEMENTS NEED NOT BE BUILT



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BRIDGEVIEW PHASE 1 - BUILDING SECTIONS

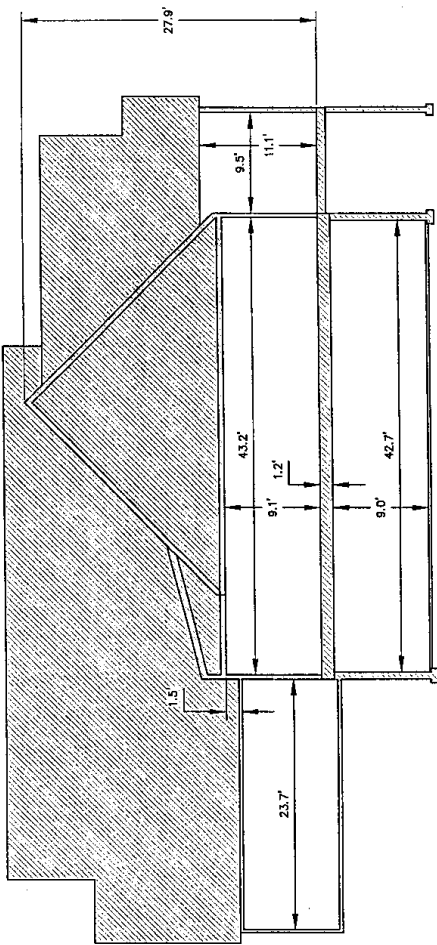
PROPOSED: 9/27/04
AS-BUILT: _____
SHEET NO.: 6 OF 6



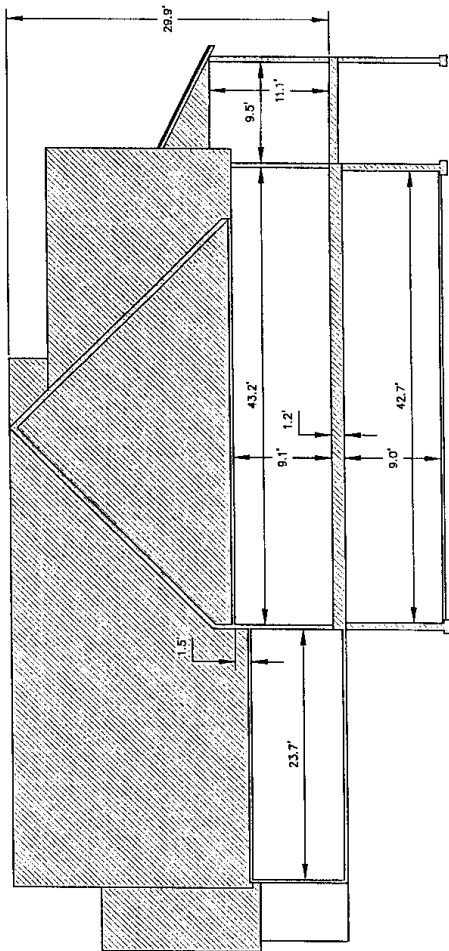
FIRST FLOOR ELEV.	
BLDG. A	855.32
BLDG. B	855.32
BLDG. C	857.32
BLDG. D	857.22
BLDG. E	856.27
BLDG. F	855.42
BLDG. G	855.42
BLDG. H	856.80
BLDG. I	857.67
BLDG. J	857.67
BLDG. K	854.32
BLDG. L	851.32
BLDG. M	857.62
BLDG. N	857.62

- = GENERAL COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- = UNIT BOUNDARY

ALL IMPROVEMENTS NEED NOT BE BUILT



SECTION A - A



SECTION B - B