LSL Planning
A SAFEbuilt. Company

January 18, 2018

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
Subject:	St. John Providence – Site Condominium Plan Review #1
Location:	East side of Latson Road, between Grand River Avenue and I-96
Zoning:	NR-PUD Non-Residential Planned Unit Development District

Dear Commissioners:

At the Township's request, we have reviewed the submittal from St. John Providence requesting site condominium review/approval for a portion of the Latson School PUD property.

We have reviewed the proposal in accordance with the applicable provisions of the Genoa Township Zoning Ordinance.

A. Proposal/Process

The applicant proposes to establish a site condominium on a portion of the subject property. The proposal entails 6 site condominium units, distinct from the existing medical building in the northwest portion of the site (which would remain its own parcel separate from the site condominium).

Section 12.07 requires both preliminary and final approval for condominium plans.

Procedurally, both reviews go through the Planning Commission for a recommendation to the Township Board, who has final approval authority.

B. Site Condominium Plan Review

We provide the following comments for your consideration:

- The PUD Agreement for this property establishes a minimum lot area of 1 acre. Sheet 2 indicates that 3 of the 6 proposed site condominium units do not comply. However, Sheet 4 notes areas that are inconsistent with Sheet 2 (noting that 2 units do not comply).
- Units 1 and 4 appear to provide zero lot line setbacks with connections to each other and/or the existing medical building. Zero lot line setbacks are not permitted via the PUD Agreement.
- The boundary lines of Unit 1 cross through depicted parking spaces and the dividing line between Units 4 and 6 runs through depicted landscape islands.
- Vehicular access to Unit 5 is unclear.
- The PUD Agreement requires pedestrian connectivity throughout the PUD. Easements must be provided so that sidewalks and connections can be constructed across Unit boundaries.
- The applicant must address any comments provided by the Township Engineer.
- We suggest the Township Attorney review the Master Deed and By Laws.

Aerial view of site and surroundings prior to recent construction activities (looking east)

Should you have any questions concerning this matter, please do not hesitate to contact our office. I can be reached by phone at (248) 586-0505, or via e-mail at borden@lslplanning.com.

Respectfully,
LSL PLANNING, A SAFEBUILT COMPANY

Brian V. Borden, AICP
Planning Manager

TETRA TECH

January 17, 2018

Ms. Kelly Van Marter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Re: St. Johns Providence Condominium Site Plan Review #1

Dear Ms. Van Marter:

Tetra Tech conducted a site plan review of the St. Johns Providence condominium plans submitted by Hubbell, Roth, & Clark, Inc. The submission included site plans dated January 1, 2018, the site master deed, and the condominium by-laws. We offer the following comments:

SUMMARY

1. Master plan information for site.
2. Traffic counts, flow, and emergency vehicle access.
3. Stormwater detention volume.
4. Water service basis of design and layout.
5. Sanitary service demands and layout.
6. Sanitary service memorandum from 2015.
7. Flagstar Bank as Unit 2

SITE PLAN

1. The general plan and use for the proposed condominium parcels needs to be estimated. This, along with the existing facilities on the site, should be presented in a master plan format identifying the following:
    - Potential building use.
    - Locations of shared access drives with easements.
    - Water main and sanitary sewer routes.
    - Site grading and anticipated finish floor elevations.

2. The continuity of the site is unclear. The existing medical building and access drives are not shown so the traffic flow and patterns to the proposed sites cannot be determined. Anticipated traffic counts should be provided to determine the need for a traffic study pertaining to site access and proposed lot sizes. In general, the lot size should be such that adequate parking can be provided for the various anticipated uses for each proposed building. Access to all buildings for fire and emergency vehicles should be shown with required turning radiuses. A review by the Fire Authority should be considered to approve the lot sizes and planned building envelopes.

Tetra Tech
401 South Washington Square, Suite 100, Lansing, MI 48933
Tel 517.316.3930 Fax 517.484.8140 www.tetratech.com

3. The plans identify a lot dedicated to the on-site stormwater detention pond. To ensure the size of this lot is adequate preliminary stormwater runoff volumes should be presented as well as the planned sized of the detention pond. Existing stormwater already discharging to this detention pond should be included in the calculations.

4. Calculations determining the anticipated water usage for the site are needed. The Genoa Township Equivalent User Table can be used to determine the number of REUs required for each parcel and summarized in a basis of design. A basis of design will be used by the Authority to evaluate future impacts to the municipal water.

5. Sanitary service for the proposed condominium outlots has been an ongoing concern for both the Township and MHOG Water and Sewer Authority. The site plans do not indicate the anticipate grading for the site or finish floor grades. Previous reviews indicated the outlot area is low relative to the existing sanitary sewer and a local pump station may need to be provided. In addition, the proposed sanitary sewer shows an extensive length of 6-inch private sanitary servicing three units. The sanitary service from each building should tie into a public sanitary main which meets all requirements of MHOG Sewer and Water Authority Engineering Standards (June 2016).

6. It was recommended as part of both the Providence Medical Facility site plan review and the Flagstar Bank site plan review that a meeting be scheduled to address the Township's concerns regarding sanitary service to low elevations of the outlots. The original memorandum outlining these concerns is attached to this letter.

7. Unit 2 on the proposed plans has been previously reviewed and approved through both the Township Site Plan Review process and MHOG's Construction Plan Review process as the Flagstar Bank location. The utilities for this unit on the submitted utility plan do not match those submitted for the construction permit of Flagstar Bank. The proposed 8-inch sanitary sewer servicing Flagstar Bank is not within an easement on the proposed condominium plans. The 8-inch sewer for Flagstar Bank is not identified as 8-inch and the same sewer is identified as 6-inch further east. Coordination between the Flagstar Bank construction plans and the submitted condominium plans is necessary for accurate planning of the site condominium.

The petitioner should address the above comments by providing a master plan for the site condominium. It is expected exact uses and demands cannot be given, but estimates based on plans are required to ensure that the proposed site can be properly served for the anticipated uses. The petitioner should submit the master plan prior to approval of the site condominium. Future site plan reviews will be required on a per unit basis to verify specific uses and demands during buildout. As they are built, the water and sewer utilities, because they are a public utility extensions, will require review through the MHOG Construction Plan Review process.

Sincerely,

Gary J. Markstrom, P.E.
Unit Vice President

Marguerite K. Davenport
Project Engineer

copy: Melissa Coatta, Hubbell, Roth & Clark, Inc.

Attachment

Memorandum

To: Kelly VanMarter

From: Tesha Humphriss

Date: September 29, 2015

Re: Providence Medical Center– Sanitary Sewer Service for Southern Portion of Site

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As documented in numerous previous correspondence, including all site plan and construction plan review letters, the Utility Department has concerns with how to serve the southern out lots associated with the Providence Medical Center on the east side of Latson Road, north of I-96. The northern portion of the site will tie into the existing gravity main on Latson Road, but the future out lots on the south side of the site will be too low in elevation to be served by the existing municipal gravity system. A pump system consisting of individual grinders or one common pump station will need to be installed to serve the southern outlets, and the recommend design and ownership will depend on the use associated with buildout of the southern portion of the site.

We have asked the petitioner to submit a basis of design and with estimated use and flow data so we could properly evaluate the sanitary system for the southern portion of the site. As the petitioner is still marketing the use of these lots, a basis of design has not been submitted, and the force main associated with the future southern outlets has been removed from the current construction plans for the medical office building.

It is our understanding that a Flagstar Bank is proposing to occupy the first out lot, and it is very likely restaurants will occupy the other out lots, as proposed in the approved site plan. We have concerns with serving restaurants with individual grinder pumps, as the volume of flow may overwhelm the pump and the grease associated with the use becomes an ongoing maintenance issue with the individual grinder pump chamber. For a proposed development of one bank and several restaurants, we recommend a common pump station be installed. We have also recently become aware that the future outlets may be individually owned. This raises concerns as to what property owner will retain the responsibility to maintain a common private lift station.

The issues raised above will impact what infrastructure that needs to be installed to serve the proposed Flagstar Bank site with sanitary sewer service. In addition, it makes sense to install the force main that will outlet to the northern portion of the site during the upcoming construction for the medical office building. Therefore, we recommend the Utility Department and the petitioner meet to discuss options for serving the southern portion of this site with sanitary sewer.

BRIGHTON AREA FIRE AUTHORITY
615 W. Grand River Ave.
Brighton, MI 48116
o: 810-229-6640 f: 810-229-1619

January 16, 2018

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

St. John Providence Site Condo
NE corner of Latson & I-96
Howell, MI 48843

Dear Kelly:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on January 8, 2018 and the drawings are dated January 1, 2018. The project is for the creation of site condominium for future mixed use development. The plan review is based on the requirements of the International Fire Code (IFC) 2018 edition.

The Brighton Area Fire Authority has no objection to the creation of the site development. The site plan and utility plan are too generic for further comment regarding emergency vehicle access, fire protection water supply, and additional fire code requirements. New submittals must be provided as each unit of the development is proposed to ensure proper review and approval of proposed site development.

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Cordially,

Rick Boisvert, CFPS
Fire Marshal

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

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EMAIL: info@hrcengr.com

January 23, 2018

Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attn: Ms. Kelly Van Marter, AICP, Assistant Township Manager/Community Development Director

Re: St. John Providence – Site Condo HRC Job No. 20160752
Genoa Township, Michigan
Site Plan Review Letter Response – Revision No. 1

Dear Ms. Van Marter:

The attached are our responses to the Site Plan Review Letter No. 1 from Tetra Tech dated January 17, 2018;

Tetra Tech conducted a site plan review of the St. Johns Providence condominium plans submitted by Hubbell, Roth, & Clark, Inc. The submission included site plans dated January 1, 2018, the site master deed, and the condominium by-laws. We offer the following comments:

SUMMARY

1. Master plan information for site.
2. Traffic counts, flow, and emergency vehicle access.
3. Stormwater detention volume.
4. Water service basis of design and layout.
5. Sanitary service demands and layout.
6. Sanitary service memorandum from 2015.
7. Flagstar Bank as Unit 2

SITE PLAN

1. The general plan and use for the proposed condominium parcels needs to be estimated. This, along with the existing facilities on the site, should be presented in a master plan format identifying the following:

   - Potential building use.
   - Locations of shared access drives with easements.
   - Water main and sanitary sewer routes.
   - Site grading and anticipated finish floor elevations.

Response: The requested approvals for the Site Condominium is to create a Master Deed and Exhibit 'B' documents for the future development of the vacant land that remains on this site. The Master Deed addresses the permitted uses. The Mass Grading for this area was approved September 12, 2016, and the sanitary sewer service will be by gravity sewer by filling the site (see HRC letter dated September 12, 2016 attached). The proposed finished floor elevation for all remaining units will be 1017.0 or higher to all the gravity sewer to maintain 4 foot cover. As each unit is developed, the above requested information will be provided, once

the intended use has been determined. The intent of the site condominium is to allow the previously approved Flagstar Bank to be a part of the Site Condominium as a Unit No. 2. There are no additional units to be developed at this time.

2. The continuity of the site is unclear. The existing medical building and access drives are not shown so the traffic flow and patterns to the proposed sites cannot be determined. Anticipated traffic counts should be provided to determine the need for a traffic study pertaining to site access and proposed lot sizes. In general, the lot size should be such that adequate parking can be provided for the various anticipated uses for each proposed building. Access to all buildings for fire and emergency vehicles should be shown with required turning radiuses. A review by the Fire Authority should be considered to approve the lot sizes and planned building envelopes.

Response: The existing Medical Office Building has been added for clarity. The information beyond the currently approved Flagstar Bank (Unit No. 2) will be provided once a user has been determined.

3. The plans identify a lot dedicated to the on-site stormwater detention pond. To ensure the size of this lot is adequate preliminary stormwater runoff volumes should be presented as well as the planned sized of the detention pond. Existing stormwater already discharging to this detention pond should be included in the calculations.

Response: HRC has attached a copy of the calculations from the Medical Office Building to this letter. As previously approved during the review of the Medical Office Building, the detention basin referenced was sized for the entire 14 acre site. It is shown as general common element to insure that the future costs for O & M is paid for by the users of the shared storm water detention basin.

4. Calculations determining the anticipated water usage for the site are needed. The Genoa Township Equivalent User Table can be used to determine the number of R.E.U.'s required for each parcel and summarized in a basis of design. A basis of design will be used by the Authority to evaluate future impacts to the municipal water.

Response: The Medical Office Building and Flagstar Bank have submitted their expected demands for water useage. Once the remainder of the units are determined, they will each provide the requested information for reviews and approvals as a part of the site plan process. In addition, the P.U.D. Agreement dated June 16, 2014 between the Howell Public Schools and Geona Township, Article VIII, Para. 8.2 – Utilities indicates has 20 R.E.U.'s from the school's use plus seven (7) additional R.E.U.'s the Township agreed to provide at no cost, for a total of 27 R.E.U.'s. Additional R.E.U.'s can be purchased at $5000.00/R.E.U.

5. Sanitary service for the proposed condominium outlots has been an ongoing concern for both the Township and MHOG Water and Sewer Authority. The site

plans do not indicate the anticipate grading for the site or finish floor grades. Previous reviews indicated the outlot area is low relative to the existing sanitary sewer and a local pump station may need to be provided. In addition, the proposed sanitary sewer shows an extensive length of 6-inch private sanitary servicing three units. The sanitary service from each building should tie into a public sanitary main which meets all requirements of MHOG Sewer and Water Authority Engineering Standards (June 2016).

Response: As a part of Genoa Township's approval in September 2016 for the Mass Grading, this Site Condominium will be served by gravity sewer outletting to M.H.O.G.

6. It was recommended as part of both the Providence Medical Facility site plan review and the Flagstar Bank site plan review that a meeting be scheduled to address the Township's concerns regarding sanitary service to low elevations of the outlots. The original memorandum outlining these concerns is attached to this letter.

Response: The site is to be served by gravity sewer as stated in HRC's letter of September 12, 2016 and approved as a condition of the Mass Grading approvals. In addition, the P.U.D. Agreement dated June 16, 2014 between the Howell Public Schools and Geona Township, Article VIII – Utilities – Para. 8.2 indicates the site has 22 R.E.U.'s from the school's use plus 5 additional R.E.U.'s the Township agreed to provide, for a total of 27 R.E.U.'s. Additional R.E.U.'s can be purchased at $5,500.00/R.E.U.

7. Unit 2 on the proposed plans has been previously reviewed and approved through both the Township Site Plan Review process and MHOG's Construction Plan Review process as the Flagstar Bank location. The utilities for this unit on the submitted utility plan do not match those submitted for the construction permit of Flagstar Bank. The proposed 8-inch sanitary sewer servicing Flagstar Bank is not within an easement on the proposed condominium plans. The 8-inch sewer for Flagstar Bank is not identified as 8-inch and the same sewer is identified as 6-inch further east. Coordination between the Flagstar Bank construction plans and the submitted condominium plans is necessary for accurate planning of the site condominium.

Response: HRC and Boss Engineering have been working together on behalf of our respective clients to provide the outlet sanitary sewer through the initial Flagstar Bank project. The easement has been prepared by Boss Engineering for recording at the Livingston County Register of Deeds for the Flagstar Bank portion of this easement. Attachment is a copy of the easement and the Exhibit 'B' will be revised to match.

The petitioner should address the above comments by providing a master plan for the site condominium. It is expected exact uses and demands cannot be given, but estimates based on plans are required to ensure that the proposed site can be properly served for

the anticipated uses. The petitioner should submit the master plan prior to approval of the site condominium. Future site plan reviews will be required on a per unit basis to verify specific uses and demands during buildout. As they are built, the water and sewer utilities, because they are a public utility extensions, will require review through the MHOG Construction Plan Review process.

Response: A Master Plan prior to approval of the Site Condominiums and determination of the ultimate users, their building configurations, and traffic generations based on their intended uses would be very difficult and will likely have no meaningful information until the intended users are known. Units may and will be likely be reconfigured to fit the ultimate uses building footprints, which is provided for within the Site Condominium's Master Deed and Exhibit 'B' documents.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Gary J. Tressel
Senior Associate

Melissa A. Coatta, P.E.
Senior Project Engineer

MAC/nf
pc: Ascension Health; Mark Yagerlender, Joseph Kyle
MedCraft Healthcare Real Estate; Chris Lambrecht
Hall Render, Killian, Heath & Lyman; Mark Adams
Tetra Tech; G. Markstrom, P.E., M. Davenport
HRC; File

TETRA TECH

August 29, 2016

Ms. Kelly Van Marter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Re: St. John Providence Site Mass Grading Review

Dear Ms. Van Marter:

We have reviewed the site plan application for the remaining land grading to occur on the property owned by Ascension Health that will contain outlots to the south of the St. John Providence medical office building, dated August 24, 2016, from HRC, Inc. The site is located on the east side of Latson Road, just north of the I-96 off ramps on the previous Latson Elementary School site. The petitioner is proposing mass site grading of the southern half of this site so that additional outlot properties can utilize gravity sewer services. Tetra Tech reviewed the documents and offers the following additional comments.

SUMMARY

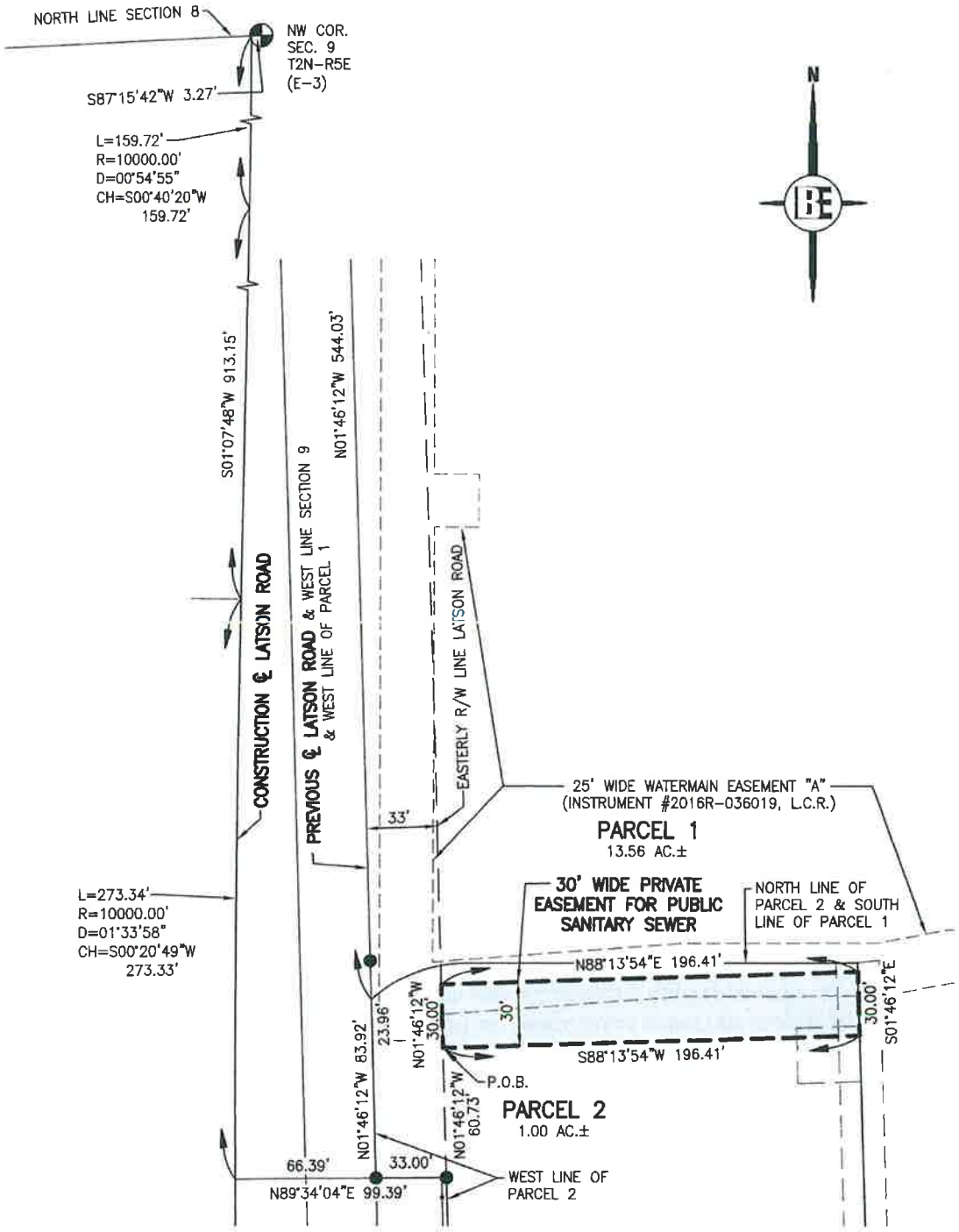
1. Check grading over unbuilt proposed water main for changes.
2. Verify all lots proposed for gravity sewer service.

SITE PLAN

1. Grading plan should be reviewed against proposed water main that has not been constructed yet as part of the medical facility construction and incorporated prior to installation to avoid potential areas of too little or too much cover above the proposed water main.
2. The site plan shows the proposed grading for the Flagstar Bank lot, as well as for Units 2, 3 and 4. Each outlot is shown to have a highest proposed contour of 1016. A gravity sanitary sewer was projected from the proposed on-site sewers to confirm the ability to service these properties by gravity. Each of the referenced lots appears to be suitable for maintaining a minimum of 4' of cover above the proposed sanitary sewer pipe. However, there is an unlabeled area with a proposed contour of 1016 in the SE corner of the property near the stormwater ponds that appears to represent a future outlot parcel, that may not be able to be served by a gravity sewer as the cover above the pipe would be less than 4 feet at and approaching the site. The lands above the potential

Tetra Tech
401 South Washington Square, Suite 100, Lansing, MI 48933
Tel 517.316.3930 Fax 517.484.8140 www.tetratech.com

30' WIDE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER



DESCRIPTION:

PART OF THE NORTHWEST 1/4 OF SECTION 9, T2N-R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

CLIENT: MBA ARCHITECTS

JOB NO. 15-325

SHEET 12 OF 13

60 0 30 60

SCALE: 1 INCH = 60 FEET

DATE	5-19-16	7-25-16	12-13-16	12-16-16
FB 555	CREW BP/CE	DR. AEB	CHKD.	

G:\15-325\dwg\15-325 Land-Div.dwg, 12/16/2016 9:56:52 AM, andy

LEGEND
○ = IRON SET
● = IRON FOUND
⊙ = MONUMENT FOUND
⊹ = FENCE
(R) = RECORDED
(M) = MEASURED

STATE OF MICHIGAN
CHRISTOPHER S. FERGUS
PROFESSIONAL SURVEYOR
NO. 47055
LICENSED PROFESSIONAL SURVEYOR

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

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September 12, 2016

Geona Township
2911 Dorr Road
Brighton, Michigan 48116

Attn: Kelly VanMarter, AICP, Planning Director and Assistant Township Manager

Re: Ascension Health – Genoa Medical Complex — HRC Job No. 20160030
Providence Site Plan Mass Grading
Site Plan Review #1 – Tetra Tech

Dear Ms. VanMater:

The following is a response to Tetra Tech letter dated August 29, 2016;

We have reviewed the site plan application for the remaining land grading to occur on the property owned by Ascension Health that will contain outlots to the south of the St. John Providence medical office building, dated August 24, 2016, from HRC, Inc. The site is located on the east side of Latson Road, just north of the I-96 off ramps on the previous Latson Elementary School site. The petitioner is proposing mass site grading of the southern half of this site so that additional outlot properties can utilize gravity sewer services. Tetra Tech reviewed the documents and offers the following additional comments.

SUMMARY

1. Check grading over unbuilt proposed water main for changes.
2. Verify all lots proposed for gravity sewer service.

SITE PLAN

1. Grading plan should be reviewed against proposed water main that has not been constructed yet as part of the medical facility construction and incorporated prior to installation to avoid potential areas of too little or too much cover above the proposed water main.

Response: Coordination will occur with the medical facility to ensure watermain that has not been constructed yet have a minimum 5.5 feet of cover over the pipe, and maximum 8.5 feet of cover.

2. The site plan shows the proposed grading for the Flagstar Bank lot, as well as for Units 2, 3 and 4. Each outlot is shown to have a highest proposed contour of 1016. A gravity sanitary sewer was projected from the proposed on-site sewers to confirm the ability to service these properties by gravity. Each of the referenced lots appears to be suitable for maintaining a minimum of 4' of cover above the proposed sanitary sewer pipe. However, there is an unlabeled area with a proposed contour of 1016 in the SE corner of the property near the stormwater ponds that appears to represent a future outlot parcel, that may not be able to be served by a gravity sewer as the cover above the pipe would be less than 4 feet at and approaching the site. The lands above the potential sewer pipe extending to this portion of the site would need to be raised to a minimum

contour of 1017 in order to provide gravity sewer service to this area if it is intended as a development parcel.

Response: All finish floor elevations will be a minimum of 1,017 due to additional sand and floor that needs to be added to the dirt.

The petitioner should revise and resubmit the site plan to address the above comments prior to approval.

Response: Understood.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Gary J. Tressel
Senior Associate

GJT/nf
pc: Tetra Tech; Gary J. Markstrom, P.E., Joseph C. Siwek, P.E.
HRC; File

Exhibit B-3: Concept Plan Programming Detail

Option A
4 Parcel Divisions
Total Buildout - 330,000 square feet
Parking Required - 1,126 spaces
Water - 164.5

Office Complex 50,000 sqft building footprint
250,000 total with 5 floors
600 Max Parking* (this is a low estimated figure. Developer will probably need to incorporate a parking deck to meet 300 foot rule as well)
Water – 100

Retail/ Office Building
50,000 sqft
200 Max Parking
Water - 7.5

Sit Down Restaurant Model (i.e. Olive Garden)
(2)10,000 sqft
142 Max Parking Each
284 Total Parking
Water – 50

Fuel Plaza* (includes some kind of fast food service)
10,000 sqft
42 Max Parking
14,000 sqft estimated canopy for fuel pumps
* automobile oriented - not semi-truck
Water - 7 (high estimate)

Option B
4 Parcel Divisions at approx. 3.625 acres each
Total Buildout - 125,310 square feet
Parking Required - 617 spaces
Water - 89.5

Typical Hotel Model (found on Best Western website)
Parking Req'd - 91 (80 ROOMS/ 5 EMPLOYEES/ 6 MEETING SPACE)
Building Footprint- 16,861 (TOTAL 45,310) - 80 ROOMS
Hardscape - 49,262
Softscape - 18,093
TOTAL 84,216
Water - 25 (high estimate - 80 Rooms+)

Mid Size Box Retail (i.e. Bed Bath & Beyond)
50,000 sqft
200 Max Parking
Water - 7.5

Sit Down Restaurant Models (i.e. Olive Garden)
10,000 sqft
142 Max Parking Each
284 Max Parking
Water - 50 Total

Fuel Plaza* (includes some kind of fast food service)
10,000 sqft
42 Max Parking
14,000 sqft estimated canopy for fuel pumps
* automobile oriented - not semi-truck
Water - 7 (high estimate)

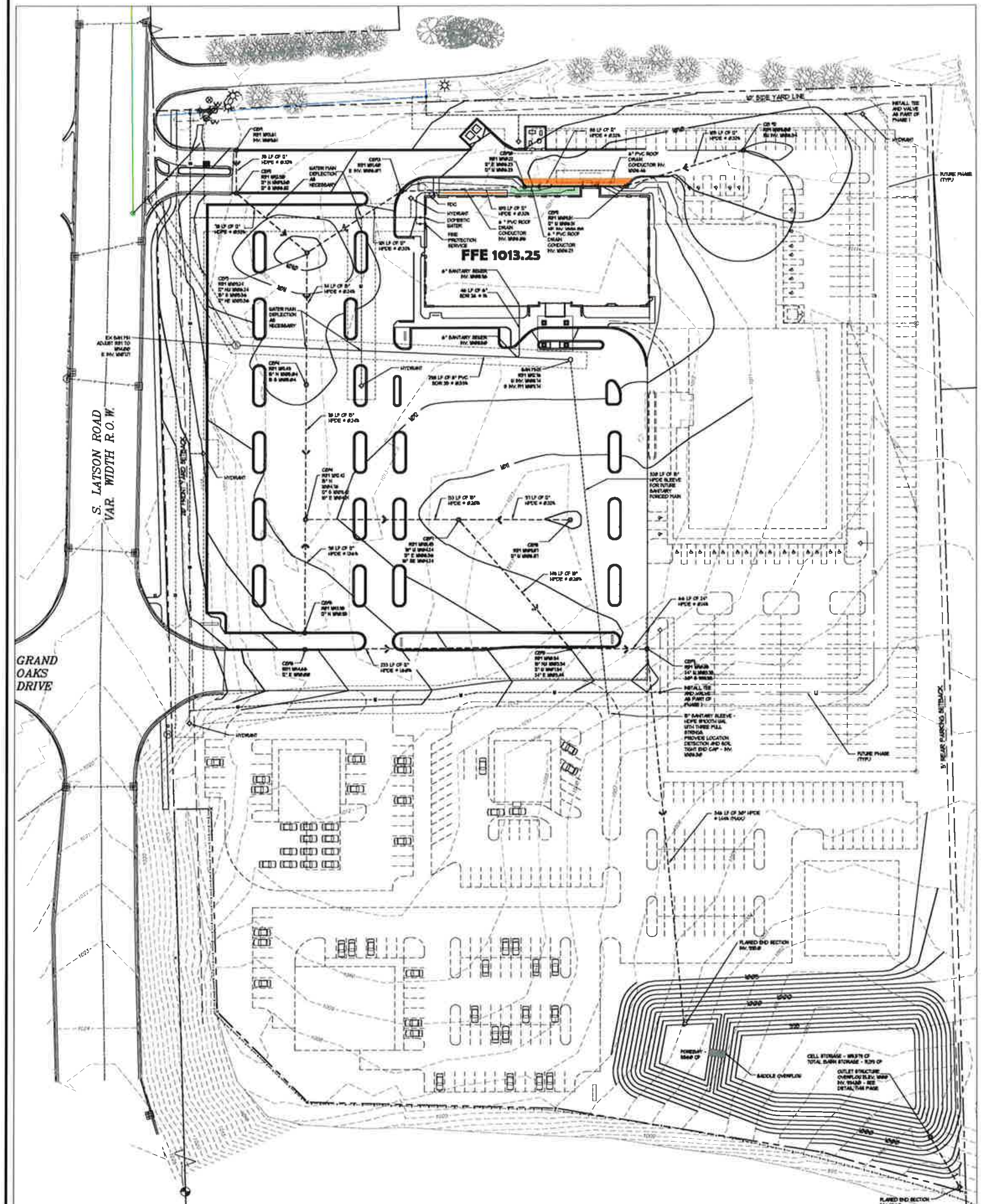
Option C
3 Parcel Divisions (1 at 7.25 acres; 2 at 3.625 acres)
Total Buildout - 141,600 square feet
Parking Required - 692 spaces
Water - 55.64

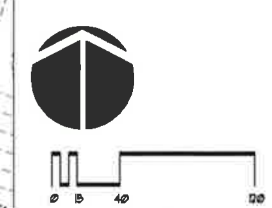
Large Box Retail (i.e. Target)
100,000 sqft
400 Max Parking
Water - 15

Sit Down Restaurant Model (i.e. Olive Garden)
10,000 sqft
142 Max Parking
Water - 25

Fuel Plaza* (includes some kind of fast food service)
10,000 sqft
42 Max Parking
14,000 sqft estimated canopy for fuel pumps
* automobile oriented - not semi-truck
Water - 7 (high estimate)

Office/ Retail Strips (i.e. salons, insurance agency, sm. food establishment)
(2) 10,800 sqft. (Each division 30 feet wide x 60 feet deep -1,800 sqft each space)
Total 108 Max Parking
Water - 8.64 (Total for both - estimated for the higher .40 water in Office use)





GRADING AND DRAINAGE LEGEND

SYMBOL	DESCRIPTION
	EXISTING DECIDUOUS TREE
	EXISTING EVERGREEN TREE
	EXISTING SANITARY SEWER
1010	EXISTING CONTOURS
1011	PROPOSED 1' CONTOURS
1011	PROPOSED 5' CONTOURS
	PROPOSED PHASE I STORM SEWER
	PROPOSED PHASE I STORM SEWER CATCH BASIN
	PROPOSED PHASE I WATER MAIN AND SERVICE
	PROPOSED PHASE I HYDRANT
	PROPOSED PHASE I SANITARY FORCED MAIN
	PROPOSED PHASE I SANITARY MANHOLE
SAN	PROPOSED PHASE I SANITARY GRAVITY SEWER
W	PROPOSED PHASE II WATER MAIN AND SERVICE
	PROPOSED PHASE II HYDRANT
	PROPOSED PHASE II STORM SEWER AND CATCH BASIN

BARRIER-FREE NOTES

BARRIER-FREE PARKING AND ACCESSIBLE ROUTE(S) MUST COMPLY WITH THE AMERICANS WITH DISABILITIES ACT, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- 1:48 (2%) MAXIMUM CROSS-SLOPE ON ACCESSIBLE ROUTE.
- NO CHANGES IN LEVEL GREATER THAN 1/4" ALONG ACCESSIBLE ROUTE, RAMPS OR LANDINGS.
- 1:20 (5%) MAXIMUM LONGITUDINAL SLOPE ON ACCESSIBLE ROUTE (EXCEPT WHERE RAMPS ARE PROVIDED).
- 1:50 (2%) MAXIMUM SLOPE (IN ANY DIRECTION) IN B.F. PARKING AND ACCESS AISLES.

GENERAL NOTES

1. ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CALL "MISS DIG" AND VERIFY ALL UNDERGROUND UTILITIES BEFORE EXCAVATION AT THE SITE. ANY UTILITIES DISTURBED BY CONSTRUCTION SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE. USE PRIVATE UTILITY LOCATOR SERVICE FOR ANY UTILITIES MISS DIG WILL NOT TRACE.

2. ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHOULD BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY FOR RESOLUTION.

4. ALL DIMENSIONS ARE GIVEN TO OUTSIDE EDGE (FACE) OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED. ALL RADII ARE 5' UNLESS OTHERWISE NOTED.

5. ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION SHALL RECEIVE 6" TOPSOIL AND LAWN ESTABLISHMENT PER SPECIFICATIONS (UNLESS OTHER PLANTINGS ARE SHOWN). SUPPLEMENT WITH IMPORTED TOPSOIL AS REQUIRED TO PROVIDE 6" DEPTH.

6. PROVIDE EXPANSION JOINTS IN NEW CONCRETE WALKS AND CURBS AT 50' MAXIMUM SPACING (AS SPECIFIED) AND CONTROL JOINTS AS SHOWN ON PLANS. PROVIDE EXP. JOINTS WHERE NEW CONCRETE MEETS EXISTING CONCRETE OR OTHER STRUCTURES.

7. ALL EXISTING VALVE BOXES, STORM AND SANITARY STRUCTURES TO REMAIN WITHIN THE AREA UNDER CONSTRUCTION SHALL BE ADJUSTED TO NEW FINISH GRADE ELEVATIONS.

8. THE EXISTING AND PROPOSED STORM DRAINAGE SYSTEM SHALL BE CLEANED AND FREE FROM SEDIMENT AT THE END OF CONSTRUCTION. THE PROPOSED STORM DRAINAGE SYSTEM IS PRIVATE AND THE PROPERTY OWNER IS RESPONSIBLE FOR ONGOING MAINTENANCE OF THE SYSTEM.

9. ALL NEW SIDEWALKS AND PAVEMENTS SHALL BE PLACED AT AN ELEVATION THAT PROVIDES POSITIVE DRAINAGE AND CONSISTENT SLOPES. ENSURE NO LOW SPOTS ARE CREATED. NEW WALKS SHALL MEET EXISTING WALKS FLUSH AT EXISTING GRADE. NOTIFY OWNER AND/OR ENGINEER IF GRADES ON PLAN CANNOT BE MET TO ENSURE POSITIVE DRAINAGE.

10. MATCH ADJACENT PAVEMENT GRADES WHERE NEW PAVEMENT BUTTS TO EXISTING PAVING.

11. PLACE SILT FENCE ALONG EDGE OF PAVEMENT OR BACK OF CURB FOLLOWING GRADING OPERATIONS UNTIL SLOPES ARE STABILIZED.

12. ALL CONSTRUCTION SHALL COMPLY WITH THE SOIL EROSION AND SEDIMENTATION CONTROL REQUIREMENTS OF LIVINGSTON COUNTY AND THE STATE OF MICHIGAN. PROTECTIVE MEASURES SHALL BE PROVIDED AT A MINIMUM AND CONFIRMED WITH LOCAL AGENCY REQUIREMENTS.

13. ALL TEMPORARY EROSION CONTROL DEVICES SHALL BE REMOVED AFTER PERMANENT GROUND COVER IS ESTABLISHED. TEMPORARY EROSION CONTROL DEVICES SHOULD BE IN PLACE PRIOR TO EXCAVATION, TO THE EXTENT POSSIBLE.

Frauenshuh Storm Water Calculations

1	Pre Development Watershed Area, A_u	14.566 acres
2	C undeveloped, C_u	0.30
3	Overland Flow Distance, D	1215 ft
4	Elevation at Top of Overland Flow	1014.00
5	Elevation at Bottom of Overland Flow	994.00
6	Slope, S [((Line 4 - Line 5) / Line 3) x 100]	1.65 %
7	Time of Concentration T_c [(1.8(1.1-C)$D^{1/2}$)/$S^{1/3}$]	9 min
8	Pre Development Runoff Rate (Q=C x I_{tc} x A)	13.68 cfs
9	Post Development Watershed Area	14.566 acres
10	Composite C developed, C_D — C_D = ((5.316*0.25)+ 9.25*0.90)/14.566)	0.66
11	Design Constant (K) = A x C	9.66
12	Allowable Release Rate (0.2cfs/acre)	2.91 cfs

Computation Sheet for Storm Water Storage Calculations

1 Storm Duration T_c (Mins)	2 Storm Duration T_c (Secs)	3 Intensity I_{100} (in/Hr)	4 Col #2 x Col #3 (in)	5 Inflow Volume Col #4 x K (cft)	6 Outflow Volume Col #2 x Q_o (cft)	7 Storage Volume Col #5 - Col #6 (cft)
5	300	9.17	2751.00	26567.72	873.97	25693.75
10	600	7.86	4716.00	45544.68	1747.94	43796.75
15	900	6.88	6192.00	59799.11	2621.90	57177.22
20	1200	6.11	7332.00	70808.66	3495.87	67312.79
30	1800	5.00	9000.00	86917.33	5243.81	81673.52
60	3600	3.24	11664.00	112644.87	10487.62	102157.25
90	5400	2.39	12906.00	124639.46	15731.43	108908.03
120	7200	1.90	13680.00	132114.35	20975.24	111139.11
180	10800	1.34	14472.00	139763.07	31462.86	108300.21

111,139 cft

Elev.	Area (sft)	Volume (cft)	Accm. Vol. (cft)
993.00	9,605		
994.00	12,877	11,241	11,241
995.00	13,985	13,431	24,672
996.00	17,809	15,897	40,569
997.00	20,556	19,183	59,752
998.00	23,510	22,033	81,785
999.00	26,633	25,072	106,856
1000.00	29,845	28,239	135,095

994.46

* req'd volume reached at 997.87

* freeboard provided to 1000.00 999.15

Provided Basin Volume = 135,095 cft

Appendix B: Outlet Control Structure Sample Calculations

Tributary Area (A) = 14.566 Acres
Run-off Coefficient (C) = 0.66
Design Constant (K_c) = A x C = 9.66
Allowable Outflow Rate (Q_a) = 0.2 cfs/acre x A = 2.91 cfs
Required Volume (From Table on A-1) = 111,139 cubic feet
Bankfull Flood Volume (V_B) = 8160 x A x C = 78,447 cubic feet
First Flush Volume (V_f) = 1815 x A x C = 17,449 cubic feet

Detention Basin Elevations

Bottom of Basin ($elev_{bot}$) = 993.00 feet
First Flush Volume Elevation ($elev_f$) = 994.46 feet
Bankfull Volume Elevation ($elev_{bf}$) = 997.87 feet
100 Year Storm Volume Elevation ($elev_{100}$) = 999.15 feet
Spillway Elevation = 100 Year Storm + 0.5' = 999.65 feet
Top of Basin = Spillway + 0.5' = 1000.15 feet

First Flush Volume Orifice Calculations

First Flush Flow (Q_f) = V_f / 86400 = 0.20 cfs
h_{avg} = 2/3($elev_f$ - $elev_{bot}$) = 0.97 feet
Orifice Area (A_o) = Q_f / (0.62 x (64.4 x h_{avg}) ^ (0.5)) = 0.041 ft²
d = (4A/Pi)^ = 0.228 ft = 2.74 in "use 2 3/4"
Choose the size and amount of holes necessary to meet the orifice area calculated above. Place openings in $A_{...}$ = 0.0412 ft² standpipe at bottom of basin. Determine the new detention time based on orifice area of holes (at least 24 hours is required)

Orifice Flow ($Q_{f,new}$) = $A_{o,new}$ x 0.62 x (64.4 x h_{avg}) ^ (0.5) = 0.202 cfs
Detention Time ($T_{d,new}$) = V_f / $Q_{f,new}$ = 24 hr
86,381 sec

Bankfull Volume Orifice Calculations

The bankfull volume shall be detained for 36-48 hours. The discharge through the first flush holes shall be checked to see if additional holes are necessary.

h_{avg} = 2/3 ($elev_{bf}$ - $elev_{bot}$) = 4.87 ft
Q = 0.62$A_{o,new}$ x (64.4 x h_{avg})^(0.5) = 0.452 cfs
Holding Time (T) = V_B / Q = 48.21 hr
173,555 sec

Appendix B: Outlet Control Structure Sample Calculations

Tributary Area (A) = 14.566 Acres
Run-off Coefficient (C) = 0.66
Design Constant (K_c) = A x C = 9.66
Allowable Outflow Rate (Q_a) = 0.2 cfs/acre x A = 2.91 cfs
Required Volume (From Table on A-1) = 111,139 cubic feet
Bankfull Flood Volume (V_B) = 8160 x A x C = 78,447 cubic feet
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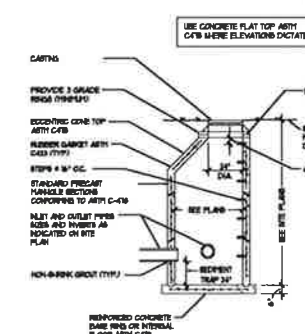
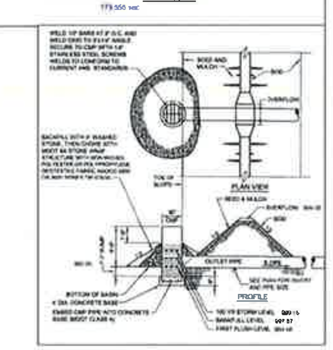
Holding Time (T) = V_B / Q = 48.21 hr
173,555 sec



Catch Basin Detail
Not to Scale



OUTLET STRUCTURE
Not to Scale

DIEKEMA | HAMANN
architecture + engineering
612 South Park Street
Kalamazoo, Michigan 49007
15 Ionia SW - Suite 330
Grand Rapids, Michigan 49503
TL 269.373.1108
FX 269.373.1186

LIVINGSTON AMBULATORY FACILITY
FRAUENSHUH HEALTHCARE REAL ESTATE SOLUTIONS
1201 N. LATSON ROAD
GENOA TOWNSHIP, MICHIGAN

ISSUED
4/1/2015
REVISIONS

PROJECT NUMBER
14094.00

SHEET TITLE
SITE GRADING AND DRAINAGE PLAN

SHEET NUMBER
C2.0
PUD SUBMITTAL

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

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January 23, 2018

Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attn: Ms. Kelly Van Marter, AICP, Assistant Township Manager/Community Development Director

Re: St. John Providence – Site Condo HRC Job No. 20160752
Genoa Township, Michigan
P.U.D./Zoning Review Letter Response – Revision No. 2

Dear Ms. Van Marter:

The attached are our responses to the letter from LSL Planning Regarding P.U.D./Zoning for Site Plan Review #1, dated January 18, 2018;

At the Township's request, we have reviewed the submittal from St. John Providence requesting site condominium review/approval for a portion of the Latson School P.U.D. property.

We have reviewed the proposal in accordance with the applicable provisions of the Genoa Township Zoning Ordinance.

A. Proposal/Process
The applicant proposes to establish a site condominium on a portion of the subject property. The proposal entails 6 site condominium units, distinct from the existing medical building in the northwest portion of the site (which would remain its own parcel separate from the site condominium).

Section 12.07 requires both preliminary and final approval for condominium plans.
Procedurally, both reviews go through the Planning Commission for a recommendation to the Township Board, who has final approval authority.

B. Site Condominium Plan Review
We provide the following comments for your consideration:

- The P.U.D. Agreement for this property establishes a minimum lot area of 1 acre. Sheet 2 indicates that 3 of the 6 proposed site condominium units do not comply. However, Sheet 4 notes areas that are inconsistent with Sheet 2 (noting that 2 units do not comply).

Response: HRC will correct the areas to match on both sheets. We revised all drawings to indicate the size of all units is at least one (1) acre, but unit sizes will be adjusted once the ultimate user is known. This will potentially require both the June 16, 2014 P.U.D. Agreement and the Exhibit 'B' Documents to be amended in the future to address items such as items such as internal setbacks, shared driveways and parking lots or other deviations that may present themselves as a user that has been determined.

- Units 1 and 4 appear to provide zero lot line setbacks with connections to each other and/or the existing medical building. Zero lot line setbacks are not permitted via the P.U.D. Agreement.

Response: Unit No. 1 and 4 exist for the future expansion of the Medical Office Building. If the expansion of the Medical Office Building goes forward, the P.U.D. Agreement will need to be amended to allow for zero foot setbacks from internal property lines.

- The boundary lines of Unit 1 cross through depicted parking spaces and the dividing line between Units 4 and 6 runs through depicted landscape islands.

Response: These will be reconfigured when the Medical Office Building expands.

- Vehicular access to Unit 5 is unclear.

Response: Vehicle access will be on the common line of Units No. 2 and 3. HRC has added a proposed cross access easement on Unit #3 for access to Unit #5.

- The P.U.D. Agreement requires pedestrian connectivity throughout the P.U.D. Easements must be provided so that sidewalks and connections can be constructed across Unit boundaries.

Response: Once the site plans are developed for the Units, sidewalks will be connected and easements written.

- The applicant must address any comments provided by the Township Engineer.

Response: Has been done under a separate response letter.

- We suggest the Township Attorney review the Master Deed and By Laws.

Response: We will await the Township attorney's review comments.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Gary J. Tressel
Senior Associate

Melissa A. Coatta, P.E.
Senior Project Engineer

MAC/nf
pc: Ascension Health; Mark Yagerlender, Joseph Kyle
MedCraft Healthcare Real Estate; Chris Lambrecht
Hill Render, Killian, Heath and Lyman, PLLC; Mark Adams
LSL Planning; Brian Borden
HRC; File

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

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January 23, 2018

Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attn: Ms. Kelly Van Marter, AICP, Assistant Township Manager/Community Development Director

Re: St. John Providence – Site Condo HRC Job No. 20160752
Genoa Township, Michigan
Brighton Area Fire Authority Review Letter Response

Dear Ms. Van Marter:

The attached are our responses to the letter from Brighton Area Fire Authority dated January 16, 2018;

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on January 8, 2018 and the drawings are dated January 1, 2018. The project is for the creation of site condominium for future mixed use development. The plan review is based on the requirements of the International Fire Code (IFC) 2018 edition.

The Brighton Area Fire Authority has no objection to the creation of the site development. The site plan and utility plan are too generic for further comment regarding emergency vehicle access, fire protection water supply, and additional fire code requirements. New submittals must be provided as each unit of the development is proposed to ensure proper review and approval of proposed site development.

If you have any questions about the comments on this plan review please contact me at 810-229-6640.

Response: We agree that as each unit is developed it will provide Site Plans for the Township's approvals including but not limited to the fire truck turning radii, hydrant spacing, and F.D.C. locations.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Gary J. Tressel
Senior Associate

Melissa A. Coatta, P.E.
Senior Project Engineer

MAC/nf
pc: Ascension Health; Mark Yagerlender, Joseph Kyle
Brighton Area Fire Authority; Rick Boisvert, CFPS, Fire Marshal
MedCraft Healthcare Real Estate; Chris Lambrecht
Hall Render, Killian, Heath & Lyman, PLLC; mark Adams
HRC; File

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MASTER DEED

GENOA TOWNSHIP MEDICAL COMPLEX CONDOMINIUM

(Act 59, Public Acts of 1978, as amended)

This Master Deed is made and executed on December 12, 2017, by **St. John Providence,** a Michigan nonprofit corporation (hereinafter referred to as "Developer"), whose address is 28000 Dequindre Rd., Warren, Michigan 48092, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (hereinafter referred to as the "Act").

W I T N E S S E T H

WHEREAS, the Developer desires by recording this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), 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 the **Genoa Township Medical Complex Condominium** as a business Condominium under the Act and does declare that the Genoa Township Medical Complex Condominium (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, and 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 successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as "Genoa Township Medical Complex Condominium". The Condominium Project is established in accordance with the Act. The building and units contained in the Condominium, including the number, boundaries, 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, and each Unit is intended for business use and is capable of individual utilization on account of having its own entrance from and exit to a Common Element (or other designated ingress/egress area) of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by this Master Deed.

ARTICLE II
LEGAL DESCRIPTION

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

Part of the Northwest 1/4 of Section 9, T.2N., R.5E., Genoa Township, Livingston County, Michigan, described as follows: Commencing at the Northwest corner of said Section 9; thence along the West line of said Section 9 South 01 Degrees 46 Minutes 12 Seconds East 718.36 feet; thence North 88 Degrees 08 Minutes 18 Seconds East 445.82 feet to the Point of Beginning; thence North 88 Degrees 08 Minutes 18 Seconds East 254.18 feet; thence South 1 Degrees 46 Minutes 12 Seconds East 995.34 feet; thence North 74 Degrees 17 Minutes 55 Seconds West 134.50 feet; thence North 80 Degrees 34 Minutes 02 Seconds West 243.16 feet; thence North 88 Degrees 29 Minutes 51 Seconds West 222.00 feet; thence North 45 Degrees 07 Minutes 09 Seconds West 114.42 feet; thence North 1 Degrees 46 Minutes 12 Seconds West 182.00 feet; thence South 89 Degrees 34 Minutes 04 Seconds West 33.00 feet; thence North 01 Degrees 46 Minutes 12 Seconds West 83.88 feet; thence along a curve to the right 50.44 feet, said curve having a radius of 68.99 feet, a central angle of 41 Degrees 53 Minutes 09 Seconds and a chord bearing North 69 Degrees 30 Minutes 29 Seconds East 49.32 feet; thence North 89 Degrees 58 Minutes 49 Seconds East 176.23 feet; thence along a curve to the left 13.34 feet, said curve having a radius of 104.96 feet, a central angle of 07 Degrees 16 Minutes 56 Seconds and a chord bearing North 86 Degrees 21 Minutes 36 Seconds East 13.33 feet; thence North 82 Degrees 43 Minutes 14 Seconds East 52.67 feet; thence along o curve to the right 24.31 feet, said curve having a radius of 192.00 feet, a central angle of 07 Degrees 15 Minutes 07 Seconds and a chord bearing North 86 Degrees 20 Minutes 47 Seconds East for 24.29 feet; thence North 89 Degrees 59 Minutes 16 Seconds East 119.72 feet; thence North 00 Degrees 00 Minutes 00 Seconds East 320.56 feet; thence South 90 Degrees 00 Minutes 00 Seconds East 16.82 feet; thence North 00 Degrees 00 Minutes 16 Seconds East 55.56 feet; thence South 90 Degrees 00 Minutes 00 Seconds East 116.35 feet; thence North 00 Degrees 00 Minutes 00 Seconds East 114.96 feet; thence North 90 Degrees 00 Minutes 00 Seconds West 136.34 feet; thence North 00 Degrees 00 Minutes 16 Seconds East 40.80 feet to the Point of Beginning.

Said property contains 384,337 square feet, or 8.82 acres, more or less and subject to easements, restrictions and governmental limitations.

Tax Parcel I. D. Number: 4711-09-100-039
Commonly Known as: ____ S. Latson Road, Genoa Township

All of the above being subject to easements, restrictions, rights-of-way and reservations of record, as well as all governmental limitations.

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 other instruments such as, by way of example and not limitation, the Articles of Incorporation, corporate Bylaws, Rules and Regulations of the Genoa Township Medical Complex Condominium Association, a Michigan non-profit corporation, deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of, or transfer of, interests in the Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

3.02 Association. "Association" means the Genoa Township Medical Complex Condominium Association, 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 by, or permitted to 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.

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

3.04 Condominium Bylaws. "Condominium Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 53 of the Act to be recorded as part of the Master Deed.

3.05 Condominium Documents. "Condominium Documents", wherever used, means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association, as the same may be amended from time to time.

3.06 Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Genoa Township Medical Complex Condominium as described herein.

3.07 Condominium Project. "Condominium Project", "Condominium", or "Project" means the Genoa Township Medical Complex Condominium as a Condominium Project established in conformity with the provisions of the Act. The Condominium Project and the Land within it are adjacent to a parcel of land containing a medical office building that is owned by Genoa Healthcare Investors, LLC, or its affiliate or their respective successors in interest (the "M.O.B. Owner").

3.08 Condominium Subdivision Plan. "Condominium Subdivision Plan" means the Livingston County Condominium Subdivision Plan No. _____, attached hereto as Exhibit B.

3.09 Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe the Genoa Township Medical Complex Condominium as a completed Condominium Project and shall reflect the Convertible Areas (as defined herein) converted from time to time to increase the size of Condominium Units or to create new General or Limited Common Elements under Article VI and the final Condominium Premises adjusted for land added to or removed from the

Condominium from time to time under Article VII. The Consolidating Master Deed shall also express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the Office of the Livingston County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for Genoa Township Medical Complex Condominium.

3.10 Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project, and shall include a land contract vendee. The term "Owner" wherever used, shall be synonymous with the term "Co-owner".

3.11 Developer. "Developer" shall mean **St. John Providence**, Michigan LARA No. 715598, a Michigan nonprofit corporation, which has made and executed this Master Deed, and its successors and assigns.

3.12 Development Period. "Development Period" shall mean that certain period of time beginning on the date of recording of this Master Deed and ending with the date of recording of the Consolidated Master Deed with the Livingston County Register of Deeds.

3.13 First Annual Meeting. "First Annual Meeting" means the first meeting of the members of the Association at which the members elect at least one (1) member of the Board of Directors of the Association.

3.14 Proportionate Share. "Proportionate Share" assigned to each Unit within the Condominium shall be determined based upon the relative size of each Unit to the Project, and will be calculated as follows: The square footage of a Unit divided by the total square footage of all Units within the Project.

3.15 Telecommunications System. "Telecommunications System" means a system or videotext, telephone, broad band cable, satellite dish(es) serving the entire Project, if any, earth antenna and similar telecommunication services.

3.16 Township. "Township" shall mean Genoa Township.

3.17 Unit. "Unit" shall mean the space constituting a single complete Unit in the Condominium, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. Each Unit will contain its own designated parking areas, which will not be deemed Common Elements of the Condominium. However, the parking areas within each Unit will be subject to the other provisions of this Master Deed, including Section 10.06.

Wherever 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 Project described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

4.01 General Common Elements. The following Common Elements are General Common Elements:

(a) **Land**. The land described in Article II hereof, including all landscaping within the Project located outside the Unit boundaries, all landscaped and safety islands, drives, sidewalks, parking spaces, and trash collection areas including the screening around any trash collection area;

(b) **Improvements**. The private roadways; the common sidewalks (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit (all structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements);

(c) **Electrical**. The electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each Unit;

(d) **Gas.** The natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each building now located or subsequently constructed within Unit boundaries;

(e) **Water.** The underground sprinkling system for the Common Elements and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each building now located or subsequently constructed within Unit boundaries;

(f) **Sanitary Sewer.** The sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each building now located or subsequently constructed within Unit boundaries;

(g) **Storm Drainage.** The storm drainage and water retention system throughout the Project;

(h) **Irrigation System**. The sprinkler system which provides irrigation to all of the General Common Elements and landscaping throughout the Project.

(i) **Telephone.** The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each building now located or subsequently constructed within Unit boundaries;

(j) **Telecommunications.** The cable television and other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each building now located or subsequently constructed within Unit boundaries;

(k) **Project Entrance Improvements.** Any entry signage and other improvements located at or near the entrance to the Project;

(l) **Flagpoles**. All flagpoles erected by the Developer throughout the Project;

(m) **Outdoor Lighting**. Outdoor lighting located on or serving any portion of the Project, including but not limited to Project signs;

(n) **Storm Water Detention Basin**. The storm water detention basin within the Condominium Project, and any underground detention facility which may be developed within the detention basin if any storm water detention basin(s) are converted to an underground facility (the "Detention Basin"); and

(o) **Other**. Such other elements of the Project not herein specifically designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit or any Limited Common Elements, and which are intended for common use by the Co-owners of all Units, or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, 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 whatever with respect to the nature or extent of such interest, if any. Per the Subdivision Plan attached as Exhibit B, except for the Detention Basin, the General Common Elements comprise an immaterial portion (less than 1%) of the Condominium Land area.

4.02 Limited Common Elements. The Common Elements described below are Limited Common Elements, in that they serve at least one but not all of the Co-owners. They are assigned as follows:

(a) **Utility Service Lines**. The pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

(b) **Subterranean Land.** The subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on the Condominium Subdivision Plan, including all utility and supporting lines located on or beneath that land;

(c) **Subsurface Improvements.** The portion of any footing or foundation extending more than 20 feet below surrounding grade level;

(d) **Yard Areas.** The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan, which is limited in use to the Unit of which it is a part;

(e) **Delivery Boxes.** The mail and paper box that is located on a Unit or is permitted by the Association to be located on the General Common Elements to serve a Condominium Unit;

(f) **Driveways and Walkways.** The portion of any driveway and walkway, if any, exclusively serving the building(s) constructed within a Unit, located within the boundary of said Unit; and

(g) **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

Per the Subdivision Plan attached as Exhibit B, the Limited Common Elements comprise an immaterial portion (less than 1%) of the Condominium Land area. If no specific assignment of one or

more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development Period) and the Association (after the Development Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

4.03 Responsibilities for Maintenance, etc. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **General Common Elements.** The responsibility for and costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association. However, the M.O.B. Owner will also channel water from its property into the Detention Basin, and Developer will ensure that the M.O.B. Owner timely and properly contributes to the Association a commercially reasonable amount to contribute to the cost of repairing and maintaining the Detention Basin, which amount will be commensurate with the M.O.B. Owner's use of the Detention Basin.

(b) **Limited Common Elements.** The responsibility for and costs of maintenance, repair and replacement of each Limited Common Element described in Article IV, Section 4.02 above, shall be borne by the Co-owner of the Unit(s) served by such Limited Common Elements, except as stated in Section 4.04 below. Notwithstanding anything contained in this Master Deed or the Bylaws to the contrary, whenever a Limited Common Element is assigned to more than one Unit in the Condominium Project (e.g., all the Parking Areas referenced in Section 4.02), the cost for maintenance, repair and replacement of that Limited Common Element shall be shared and paid by the Co-Owners of all of such Units served by said Limited Common Element, based upon the Proportionate Share of each Unit as determined and defined in Section 3.14 of this Master Deed. Notwithstanding anything contained in this Master Deed to the contrary, the responsibility for repair, reconstruction, and replacement of the Limited Common Elements following a casualty loss shall be governed by Article VI of the Condominium Bylaws attached hereto as Exhibit A. Unit 2 has been designed so that it has no limited common elements assigned to it.

(c) **Damage by Co-owner, Guests, etc.** Each Co-owner shall be responsible for damages to the Project or costs to the Association resulting from damage to or misuse of any of the Common Elements by him, or his guests, agents, invitees or tenants, or the guests, agents or invitees of his tenants.

(d) **Use of Units, Common Elements.** No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

(f) **Failure of Co-owner to Maintain.** In the event a Co-owner shall not maintain, repair or replace those Common Elements for which the Co-owner is responsible as described above, the Association may maintain, repair or replace the same and charge the cost of any such maintenance, repair or replacement to that Co-owner by adding such cost to the monthly assessment of that Co-owner or otherwise.

4.04 Detention Basin Operation and Maintenance. Pursuant to this Article IV, notwithstanding Section 4.03(b) above, the Association shall be responsible for the maintenance, replacement and repair of the Detention Basin, in compliance with all applicable laws, ordinances and codes, and subject to any easements affecting the Condominium as may be reflected in the Condominium Documents.

ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

5.01 Description of Unit. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of the Genoa Township Medical Complex Condominium, as surveyed by Hubbell, Roth & Clark, Inc., registered engineers and land surveyors, and attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior unpainted walls and ceilings (not a suspended ceiling if one is constructed) and from the slabfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

5.02 Percentages of Value and Voting Rights. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the number of square feet (projected or actual) of the area of each Unit compared to the total number of square (projected or actual) feet of all Units within the Project, with the resulting percentages reasonably adjusted to total precisely one hundred (100%) percent. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners on matters voted on by value. The total value of the Project is one hundred (100%) percent. The formula for assigning percentages of value in the Project is as follows:

> Usable square footage (estimated or actual) was obtained from the architectural drawings developed for the Project dated December 8, 2016. Each Unit was allocated a pro-rata share by dividing each Unit's usable square footage (estimated or actual) by the total usable square footage (estimated or actual) for the Project.
>
> The resulting pro-rata share percentage for each Unit was then multiplied by the total common area square footage for the Project.
>
> The resulting gross square footage for each Unit was then multiplied by the estimated purchase price for the Project to obtain a total value.
>
> The estimated purchase price for each Unit was added together. The percentage value was obtained by multiplying each Unit's estimated purchase price by the sum of all of the estimated purchase prices.

Each Unit number as it appears on the Condominium Subdivision Plan and the percentage of value assigned to each Unit are set forth below:

Unit No.	% Project
Unit 1	12.85%
Unit 2	12.85%
Unit 3	12.85%
Unit 4	23.12%

Unit 5	17.25%
Unit 6	21.08%
Total	**100.00**%

5.03 Modification of Units. The dimensions of Units or Limited Common Elements may be modified, in the Developer's sole discretion, by enlargement or reduction in size, by an amendment effected solely by the Developer without the consent of any other person so long as such modifications do not unreasonably impair or diminish the appearance of the Project or other materially significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. Further, the Developer may, in connection with any such amendment, readjust percentages of value and Proportionate Share for all Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modifications based upon the method originally used to determine the percentages of value and Proportionate Share for the Project. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be decreed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, the proportionate reallocation of percentages of value and the Proportionate Share of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors 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. Notwithstanding the foregoing provisions, Developer may not modify the scope or size of Unit 2 without the Co-owner of Unit 2's prior written consent, which that Co-owner may withhold in its sole discretion.

ARTICLE VI
CONVERTIBLE AREA

6.01 Designation of Convertible Areas. All Common Elements shall be designated as "Convertible Areas".

6.02 Developer's Right to Convert. Any other provision of this Master Deed notwithstanding, the Developer reserves the right within a period ending fifteen (15) years after the date of recordation of this Master Deed to convert any of the Convertible Areas as follows: Common Elements may be converted from General Common Elements or Limited Common Elements to other General Common Elements, Limited Common Elements or additions to Units and new appurtenant Limited Common Elements for the purpose of expanding Units, building modifications, and adding such features as entryways, vestibules or other additions.

6.03 Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures and improvements in other portions of the Condominium Project.

6.04 Restrictions on Conversion. There are no restrictions on the right of the Developer to create new General Common Elements, Limited Common Elements or to add to Units and create new appurtenant Limited Common Elements from the Convertible Areas of the Project, other than as explicitly set forth herein. The consent of any Co-owner is not required in relation to the election of the Developer. There is no obligation on the part of the Developer to convert any portion of the

Convertible Area described in this Article nor is there any obligation to convert portions thereof in any particular order, nor to construct particular improvements thereon in any specific locations.

6.05 Amendment of Master Deed. The conversion of any part of the Convertible Areas 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. Such amendment or amendments to the Master Deed shall also contain such definitions of General or Limited Common Elements as may be necessary. If the conversion results in the creation of new Units or additions to existing Units, the Developer shall recompute the Proportionate Share and the percentages of value based upon the method originally used to compute the Proportionate Share and percentages of value for the Project. Such amendments may be effectuated 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 the Exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

6.06 Consent of Interested Parties. All of the Co-owners and mortgagees 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 conversion. All such interested persons irrevocably appoint the Developer as their agent and attorney-in-fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

6.07 Waiver of Conversion Limitation. Section 31(g) of the Act limits, to six (6) years after the recording of the Master Deed, the time within which condominium project conversion rights generally may be exercised by a Developer. Inasmuch as this Condominium is a business condominium project which may take considerably longer than six (6) years to develop, the ordinary six (6) year contraction limitation is inappropriate for this development. Thus, this Article VI provides that the Developer's rights to convert the Project extend for a period ending fifteen (15) years from the date of recording the Master Deed. Accordingly, all Co-owners, mortgagees and other persons interested or to become interested in the Condominium from time to time hereby expressly waive any right which they, or any of them, may have under the Act to require the exercise by Developer of its conversion rights with respect to the Condominium within six (6) years.

ARTICLE VII
EXPANSION OR CONTRACTION OF THE CONDOMINIUM

7.01 Right to Expand. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of six (6) Units, all of which shall be located on the land described in Article II hereof, all as shown on the Condominium Subdivision Plan. However, the Developer reserves the right to establish a Condominium Project consisting of more Units than described above to acquire additional property comprising less than one (1) acre, owned by the M.O.B. Owner to develop a new access drive or related uses (the "Expansion Area"); provided that Developer will at all times materially comply with all applicable ordinances of the Township, including the Genoa Township Zoning Ordinance.

The Developer shall have the right to expand the Condominium Project to include the Expansion Area with additional business condominium units(s) containing a maximum of two (2) additional business condominium Unit(s), which additional Unit(s) shall be substantially compatible in nature and appearance with other existing Units in the Condominium. All Condominium Units constructed

on the land which may be added to the Project are restricted exclusively to medical and related commercial/office use. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of buildings and/or Units in this Condominium Project may, at the option of the Developer from time to time, within a period ending fifteen (15) years after the date of recordation of this Master Deed, be increased as aforesaid to any number determined by the Developer in its sole judgment, but in no event shall the number of new Units be less than one (1) nor more than eight (8).

7.02 Contraction; Withdrawal of Land. The Developer reserves the right to withdraw land from the Condominium Project. In connection with any such contraction of the Condominium Project, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in Article II (as it may be amended from time to time) as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. The Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development.

7.03 Restrictions on Expansion. There are no restrictions on the election of the Developer to expand or contract the Project other than as explicitly set forth herein or in the Act. The consent of any Co-owner is not required in relation to the election of the Developer. There is no obligation on the part of the Developer to add to the Condominium Project any portion of the area of 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. The Developer may establish on land designated as proposed future development on the Condominium Subdivision Plan, which is not included in the Condominium, a rental development, a separate condominium project (or projects) or any other development.

7.04 Amendment of Master Deed. Such enlargement or reduction in the 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 and in which the Proportionate Share as set forth in Article III and the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for each building in the case of Proportionate Share, and 100% for the entire Project in the case of percentages of value resulting from such amendment or amendments to this Master Deed. No Unit may incur a material adjustment in its size without the prior written consent of the Unit's Co-owner, which consent the Co-owner may withhold in its sole discretion. The precise determination of the readjustments in Proportionate Share and percentages of value shall be within the sole judgment of Developer and the affected Co-owner. Such readjustments, however, shall reflect a continuing reasonable relationship among Proportionate Share and percentages of value based upon the original method of determining the Proportionate Share described in Article III and percentages of value described in Article V. Such amendment or amendments to the Master Deed shall also contain such further definitions of General Common Elements or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so enlarged. 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 the Exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

7.05 Waiver of Expansion/Contraction Limitation. Section 32(c) and Section 33(c) of the Act limit, to six (6) years after the recording of the Master Deed, the time within which condominium project

expansion or contraction rights generally may be exercised by a Developer. Inasmuch as this Condominium Project is a business condominium project which may take considerably longer than six (6) years to develop, the ordinary six (6) year expansion/contraction limitation may not be appropriate for this development. Thus, this Article VII provides that the Developer's rights to expand and/or contract the Project extends for a period ending fifteen (15) years after the date of recording the Master Deed. Accordingly, all Co-owners, mortgagees and other persons interested or to become interested in the Condominium from time to time hereby expressly waive any right which they, or any of them, may have under the Act to require the exercise by Developer of its expansion/contraction rights with respect to the Condominium within six (6) years.

7.06 Consent of Interested Parties. Subject to the other provisions of this Master Deed, if an amendment to this Master Deed is properly and duly approved, all of the Co-owners and mortgagees 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 and to any proportionate reallocation of Proportionate Share and percentages of value of Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as their agent and attorney-in-fact for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VIII
RELOCATION OF UNIT BOUNDARIES

The boundaries between Units may be relocated after the Development Period in accordance with the following procedures. The Co-owners whose Units will be affected by such boundary relocation shall by written application request the Board of Directors of the Association to amend this Master Deed to relocate the boundary. Upon receipt of such written application, and if approved by the Board of Directors, the Board shall cause to be prepared, executed and recorded an amendment to this Master Deed effecting the relocation of the boundary. Such amendment to this Master Deed shall identify the Units affected by the boundary relocation, shall state that the boundary between those Units is being relocated by agreement of the Co-owners of said Units and shall contain language conveying the relevant portions of the existing Units to the appropriate Co-owner(s). If the Co-owners whose Units will be affected by the boundary relocation have specified in their written application a reasonable reallocation as between the Units involved of their respective Proportionate Shares or aggregate undivided interest in the Common Elements appertaining to those Units, the amendment to this Master Deed shall reflect that reallocation. If the Co-owners involved shall not specify such reallocation or if the reallocation specified in the written application is not reasonable, the Association Board shall make a reasonable reallocation of the aggregate undivided interest in the Common Elements and the Proportionate Shares appertaining to those Units and the amendment to this Master Deed shall reflect that reallocation. If the Co-owners whose Units are affected by the boundary relocation have specified in their written application a reasonable reallocation as between the Units involved of the aggregate number of votes in the Association allocated to the Units, the amendment to this Master Deed shall reflect that reallocation. If the Co-owners involved shall not specify such reallocation or if the reallocation specified in the written application is not reasonable, the Association shall make a reasonable reallocation of the aggregate number of votes in the Association allocated to the Units and the amendment to this Master Deed shall reflect that reallocation. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. No relocation of a boundary may occur without the prior written consent of all or the mortgagees affected by such relocation. The Co-owners of the Units affected by such boundary relocation shall pay all costs related to the relocation of the

boundary, including, but not limited to, all costs incurred by the Association relating to the amendment to this Master Deed which effectuates such relocation.

ARTICLE IX
SALE OF UNITS; RIGHT OF FIRST REFUSAL; AND PURCHASE OPTION

Sections 9.01 – 9.04 below apply to all Units, except for Unit 2. The provisions of this Article IX which apply to Unit 2 are set forth in in Section 9.05 below.

9.01 Proposed Sale of Units. Written notice of any proposed sale of a Unit by a Co-owner must be submitted by such Co-owner to the Board of Directors of the Association prior to the execution of a purchase agreement. No Unit may be sold by a Co-owner other than the Developer without the consent of the Board. The Board may withhold consent based on factors relating to a prospective purchaser's financial qualifications, hospital affiliation and intended use. Any purchase agreement executed in contravention of this provision shall be null and void.

9.02 Right of First Refusal. The Developer shall have a right of first refusal ("Right of First Refusal") with respect to any proposed sale of a Unit. In the event a Co-owner shall receive a bona fide offer ("Offer") from an independent party ("Independent Third Party") to purchase such Co-owner's Unit, which offer the Co-owner wishes to accept, the Co-owner shall give the Developer written notice (the "Notice") of such offer within five (5) days after Co-owner's election to accept the Independent Third Party Offer. The Notice shall include a description of the proposed terms of sale, including the purchase price, down payment, financing, and all other material terms. The Developer shall have twenty-one (21) days after the receipt of the Notice to elect to exercise its Right of First Refusal to purchase the Unit on the same terms and conditions as set forth in the Notice, or such Right of First Refusal shall expire. The Developer shall exercise the Right of First Refusal by giving written notice to the Co-owner of Developer's election to purchase the Unit on the same terms and conditions as set forth in the Notice within twenty-one (21) days after the Developer's receipt of the Notice; provided that the Developer will have the same or greater due diligence rights with respect to the Right of First Refusal as those set forth in Section 9.03 below. If the Developer shall fail to give written notice to the Co-owner of its election to exercise its Right of First Refusal within such twenty-one (21) day period, the Right of First Refusal shall expire with respect to the offer set forth in the Notice, and the Co-owner shall have the right to consummate the sale with the Independent Third Party. If for any reason the Co-owner shall not consummate the sale of the Unit within one-hundred eighty (180) days after the termination of the Developer's Right of First Refusal, the Developer shall retain a Right of First Refusal for any other subsequent bona fide offers to purchase the Unit that the Co-owner desires to accept.

9.03 Purchase Option. As long as Developer or Ascension Health of St. Louis, Missouri (or an affiliate or subsidiary of Developer or Ascension Health), owns a Unit in the Condominium, the Developer shall have an irrevocable option to purchase any Unit following the default of the Co-owner of that Unit under Article III of the Condominium Bylaws (the "Purchase Option"). The Developer may exercise the Purchase Option at any time after a default under Article III of the Condominium Bylaws, via written notice to the defaulting Co-owner (the "Seller") that the Developer is exercising the Purchase Option. The date upon which the Developer delivers its written notice to the Seller will be the "Option Exercise Date."

Not less than five (5) days following the Option Exercise Date, Seller will order for delivery to the Developer a commitment for a policy of title insurance without standard exceptions issued by a title insurance company acceptable to the Developer (the "Title Company") dated concurrently or after the Option Exercise Date, in the amount of the Purchase Price (as defined below), committing to insure the

Developer as the holder of marketable title to the Unit free and clear of all liens, claims and subject only to encumbrances of record and, current easements, zoning regulations and building and use restrictions and such items set forth in the commitment to which the Developer approves in writing ("Permitted Exceptions"). If the title commitment fails to show marketable title to the Unit in the condition set forth above, the Developer will so notify Seller in writing within fifteen (15) days after receipt of such title commitment specifying the defects claimed and the desired remedy. Seller will have thirty (30) days from and after the date such notice is delivered to Seller to cure any defects and, having done so, will cause the title commitment to be modified to reflect the same and will deliver the revised title commitment to the Developer. If Seller fails or refuses to cure any defects set forth in such notice and furnish the revised commitment within the thirty (30)-day period, then the Developer may, at its sole option, upon written notice to Seller, either (i) waive such defects and proceed with the purchase as herein provided, or (ii) cure such defects, whereupon Seller will immediately reimburse the Developer for any and all reasonable costs, including reasonable attorneys' fees and costs of collection, incurred to cure the defect, and will defend, indemnify and hold the Developer harmless from and against any and all such defects and liabilities, and the Purchase Price will be reduced by the costs incurred by the Developer in curing such defects.

The "Purchase Price" of any Unit subject to the Purchase Option will be the fair market value of the Unit as determined by an appraisal for the Unit performed by a reputable appraiser engaged by the Developer, the cost of which appraisal will be deducted from the purchase price proceeds at the closing referenced below.

Within ten (10) days following the Option Exercise Date, Seller will forward to the Developer any documents in Seller's possession or available to Seller that relate to the physical structure and/or condition of the Unit subject to the Purchase Option, including but not limited to engineering and architectural drawings and reports, environmental reports and studies and surveys. The Developer or its agents (including but not limited to its consultants, engineers and the local building inspector) will have a period of thirty (30) days from and after the Option Exercise Date, to conduct audits and to inspect the Unit (at the Developer's expense) in whatever manner the Developer deems necessary, including without limitation, to conduct investigations with respect to the land and the condition thereof, including environmental conditions. At any time prior to the expiration of such 30-day inspection period, the Developer, in its sole and absolute discretion if it is dissatisfied with the results of such inspection and investigations for any reason whatsoever, may elect to rescind, cancel and terminate its Purchase Option by sending a written notice to such effect to Seller during such period. Upon the Developer's election to so rescind, cancel and terminate the Purchase Option, the purchase transaction contemplated hereby will be terminated, and Seller will continue to own the Unit, subject to the provisions of the Condominium Documents.

The sale of the Property pursuant to the Purchase Option will be closed within sixty (60) days after the Option Exercise Date. The closing will be held at the offices of the Title Company. At the closing, a) Seller will deliver to the Developer a duly executed statutory form of warranty deed to the Unit in recordable form and subject only to Permitted Exceptions, b) Seller and the Developer will execute and deliver to each other a closing statement showing the amounts by which the Purchase Price will be adjusted as of the closing date, and c) Seller and the Developer will execute and deliver on the closing date any other documents or perform any other acts required to be executed or performed by this Article or necessary to consummate the transactions referenced herein. Property taxes and other applicable items will be apportioned between the parties on the basis that the Developer owns the Unit on the closing date.

9.04 Other. Notwithstanding any other provisions of this Master Deed or the other Condominium Documents, a Unit may not be sold or leased to a hospital other than a hospital owned by Developer or Ascension Health of St. Louis, Missouri (or an affiliate or subsidiary of Ascension Health or Developer).

9.05 Unit 2. During the fifteen (15) year period beginning on the date this Master Deed is recorded with the Livingston County Register of Deeds, if the Owner of Unit 2 intends to make a sale or ground lease conveyance (a "Transfer") of all or apportion of Unit 2: (a) the Unit 2 Owner will notify Developer in writing of the Unit 2 Owner's intention to make a Transfer; (b) the Unit 2 Owner will provide Developer with all of the relevant and material information that the Unit 2 Owner provides to any potential purchaser or ground tenant (a "Potential Purchaser") in connection with the proposed Transfer; (c) Developer shall then be permitted to participate in any Transfer bidding/negotiation process with the Unit 2 Owner on the same basis as any other Potential Purchaser; (d) if Developer is the successful bidder for the Transfer, the Unit 2 Owner shall not "shop" Developer's bid to any other Potential Purchaser; and (e) the Unit 2 Owner shall not provide the other Potential Purchasers the same "no shop" commitment. If Developer is the successful bidder under this right of first offer, then the Unit 2 Owner and Developer will pursue and administer the Transfer pursuant to their mutually agreeable written Transfer agreement(s). If Developer is not the successful bidder on a particular Transfer, Developer will execute a document indicating Developer's release of the applicable right of first offer; provided that Developer will have a continuing right of first offer regarding any future Transfer(s). Notwithstanding the foregoing provisions, Flagstar Bank or its successor in interest ("Flagstar"), may in its sole and absolute discretion reject any offer or counter-offer submitted by Developer which is below the fair market value of the Unit 2 property, as the fair market value may be reasonably determined by Flagstar. The right of first offer restrictions on Unit 2 under this Section will automatically expire after the 15-year period referenced above.

ARTICLE X
EASEMENTS

10.01 Easements for Maintenance of Encroachments, Access and Support. If 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 construction deviations, reciprocal easements for the benefit of the Co-owners 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 the benefit of the Co-owners and the Association to, through and over those portions of the land, structures, buildings, improvements, floors and walls contained therein for the continuing maintenance, repair and replacement of all utilities and related fixtures, including water, sanitary sewer, gas, electricity and telephone and all Common Elements in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

10.02 Easements Retained by the Developer.

(a) **Easement for Ingress, Egress and Parking.** The Developer reserves for the benefit of itself and the land described in Article II, or any portion or portions thereof, perpetual easements for the unrestricted use of all roads, driveways and walkways in the Condominium for the purpose of ingress to and egress from all or any portion of the parcel described in Article II. As long as such easements exist, all expenses of maintenance, repair, replacement and resurfacing of any road, drive or walkway referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article II. The Association shall be responsible for the

maintenance of such road or roads. Any Co-owner that installs any roads, driveways and walkways will bear the cost of installation.

(b) **Utility Easements**. The Developer reserves for the benefit of itself and 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 on the Condominium Premises, including, but not limited to, water, gas, electricity, telephone, cable TV, storm and sanitary sewer mains. If the Developer or a Co-owner (with Developer or Association approval) 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. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article shall be the responsibly of the Association. The Co-owners of this Condominium shall be responsible from time to time for payment of a pro-rata share of said expenses, which share shall be determined by the Bylaws. The foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility. Further, the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association, to the extent such leads are located on the Condominium, and by the Co-owner or Co-owners of the land described in Article II or any portion thereof upon which are located buildings which such lead or leads service.

10.03 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article II hereof; subject, however, to the approval of the Developer so long as the Developer shall offer a Unit for sale.

10.04 Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair, decoration, or replacements which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

In addition, all Co-owners whose Limited Common Element electrical service, gas, water, telecommunication, or sanitary sewer lines pass through an adjacent Co-Owner's Unit or the Limited Common Elements assigned to an adjacent Co-Owner's Unit, shall have such easements as may be necessary over and through such adjacent Unit and Common Elements to fulfill any responsibilities of maintenance, repair, or replacement which such Co-Owner is required to perform under the Condominium Documents for that portion of the electrical, gas, sanitary sewer, telecommunications, or water lines and other General or Limited Common Elements located within any adjacent Unit or its appurtenant Limited Common Elements.

10.05 Dedication of Certain Easements, Utilities, Rights-of-Way, and Detention Basins. Developer reserves the right to grant easements over, under and across the Condominium Premises for streets, storm sewer systems and utilities and to dedicate rights-of-way, utilities, and detention basins to the public, appropriate governmental agencies or public utility companies and to transfer title of

utilities, rights-of-way, and detention basins to state, county or local governments for such consideration as the Developer shall determine in its sole discretion. Any such dedication, easement or transfer of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person who now or may hereafter have an interest in the Condominium Project, by recordation of an appropriate instrument of conveyance and an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Livingston County Register of Deeds. Once dedication is complete, as evidenced by recordation of an instrument confirming acceptance of the dedication by the applicable municipality, the Association shall no longer be responsible for repairs, maintenance or replacement of the dedicated areas or improvements. All of the Co-owners and mortgagees 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 grant of easements or dedications. All such interested persons irrevocably appoint the Developer as agent and attorney to execute such deeds, assignments or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. After the sale of the last Unit by the Developer, this right shall be assigned to the Association and may be exercised by the Association on behalf of all of the Co-owners of the Condominium.

10.06 Parking. Each Unit will contain its own designated parking areas within the boundaries of the Unit (each a "Unit Parking Area" and collectively the "Unit Parking Areas"), which will comply with a) all applicable laws, ordinances and municipal rules; b) the provisions of this Master Deed; c) the Association Bylaws and other governing documents; and d) any commercially reasonable rules issued by the Association from time to time. The Unit Parking Areas will not be deemed Common Elements of the Condominium, and each Unit Parking Area within a Unit will generally be used by the Co-owner of the Unit (and the Co-owner's principals, employees, representatives, customers, patients, guests, invitees, vendors and services providers – the "Permitted Users"). Notwithstanding the fact that the Unit Parking Areas are not Common Elements, Developer hereby establishes a mutual, reciprocal and permanent easement over, across and through all the Unit Parking Areas (the "Parking Area Easement"), whereby the Co-owner of each Unit will permit the Co-owners (and Permitted Users) of all other Units to have reasonable ingress and egress to and from all the other Unit Parking Areas. The Parking Area Easement will be effective twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The Co-owners (and their Permitted Users) of the Unit Parking Areas will use reasonable efforts not to obstruct or interfere with any other Unit Parking Areas. The Association may issue reasonable rules to further govern parking within the Condominium, as it deems necessary and appropriate. The Parking Area Easement shall be binding upon and inure to the benefit of the Co-owners and their respective successors and assigns. The easement hereby granted, the restrictions hereby imposed, and the agreements herein contained shall, with respect to the Parking Area Easement, be an appurtenant easement running with the land.

10.07 Planned Unit Development Agreement. The Condominium Project is subject to a Planned Unit Development Agreement dated June 16, 2014 (Instrument No. 2015R-001603), as amended, between Developer and Genoa Charter Township.

ARTICLE XI
AMENDMENTS

11.01 Amendments by Developer and Association. Except as specifically provided in this Master Deed, amendments may be made and recorded by Developer or by the Association without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee or if it is for one or more of the purposes stated in Section 11.03 hereof. Certain provisions of this Master Deed require the written consent of the affected Co-owner to facilitate

an amendment to this Master Deed. Unless otherwise stated in this Master Deed, any amendment made by the Association must be approved by the Co-owners of a simple majority of the number of Units in the condominium (unless a greater majority is specified in the Condominium Bylaws).

11.02 Amendments Requiring Two-Thirds (2/3) Approval. Except as otherwise provided herein, the Master Deed, Condominium Bylaws and Condominium Subdivision Plan may be amended by the Developer or the Association, even if the amendment will 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 votes of all Co-owners in number and in value, and two-thirds (2/3) of the votes of the mortgagees. A mortgagee shall have one (1) vote for each mortgage held. The Association may make no amendment without the written consent of the Developer as long as the Developer owns any Units in the Condominium or has the right to enlarge the Condominium.

11.03 Amendments Not Requiring Two-Thirds (2/3) Approval. Notwithstanding any contrary provision of this Master Deed or the Condominium Bylaws (but subject to the limitation contained in Section 11.01), the Developer reserves the right to amend materially this Master Deed or any of its Exhibits for any of the following purposes:

(a) To redefine Common Elements and/or adjust percentages of value and Proportionate Share in connection therewith, to redefine any Converted Area, to equitably allocate the Association's expenses among the Co-owners and to make any other amendments specifically described and permitted to the Developer in any provision of this Master Deed;

(b) To modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements and/or percentages of value and Proportionate Share, and to modify the General Common Elements in the area of unsold Units;

(c) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(d) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws or to correct errors in the boundaries of locations of improvements;

(e) To clarify or explain the provisions of the Master Deed or its Exhibits;

(f) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of the title insuring or proposing to insure title to any Unit;

(g) To make, define or limit easements affecting the Condominium Premises;

(h) To record an "as-built" Condominium Subdivision Plan and/or Consolidating Master Deed and/or to designate any improvements shown on the Plan as "must be built", subject to any limitations or obligations imposed by the Act;

(i) To facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by any institutional participant in the secondary mortgage market which purchases or insures mortgages;

(j) To subdivide any Unit(s) that it owns.

The foregoing amendments may be made without the consent of Co-owners or mortgagees. The rights reserved to Developer herein may not be amended except by or with the consent of the Developer, subject to the limitation set forth in Section 11.04 below.

11.04 Prohibited Amendments. Notwithstanding any other provision of this Article XI, the method or formula used to determine the percentages of value and Proportionate Share of Units in the Condominium, as described in Article V and Article III hereof, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the Consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

ST. JOHN PROVIDENCE
a Michigan nonprofit corporation

By:_____

Name: Patrick McGuire

Its: CFO

STATE OF MICHIGAN)
) ss.
COUNTY OF Macomb)

The foregoing instrument was acknowledged before me this 12th day of December, 2017, by Patrick McGuire, the CFO of St. John Providence, a Michigan nonprofit corporation, on behalf of said corporation.

Susan Zebko
Notary Public
Macomb Oakland County, Michigan
My Commission Expires: 9/12/2022
Acting in Macomb County, Michigan

Susan Zebko
Notary Public of Michigan
Oakland County
Expires 09/12/2022
Acting in the County of Macomb

DRAFTED BY AND WHEN
RECORDED RETURN TO:

Mark R. Adams, Esq.
Hall, Render, Killian, Heath & Lyman, PLLC
201 W. Big Beaver Road
Suite 1200, Columbia Center
Troy, Michigan 48084

Tax Parcel I. D. Number: 4711-09-100-039

ST. JOHN PROVIDENCE
a Michigan nonprofit corporation

By:_____

Name: Patrick McGuire

Its: CFO

STATE OF MICHIGAN)
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Susan Zebko
Notary Public
Oakland County, Michigan
My Commission Expires: 9/12/2022
Acting in Macomb County, Michigan

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EXHIBIT A

CONDOMINIUM BYLAWS
GENOA TOWNSHIP MEDICAL COMPLEX CONDOMINIUM

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1. **Association of Co-owners**. Genoa Township Medical Complex Condominium, is a business/commercial Condominium Project located in the Township of Genoa, Livingston County, Michigan, to be administered by an Association of Co-owners which shall be a non-profit corporation (hereinafter called the "Association"), 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 2. **Membership and Voting Rights**. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

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

(b) **Membership Appurtenant to Unit**. 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 its Unit in the Condominium.

(c) **Vote**. Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Unit owned when voting by number and one (1) vote, the value of which shall be equal to the total of the percentages allocated to the Units owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

(d) **Eligibility to Vote**. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until it has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 4 of this Article I. The vote of each Co-owner may only 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. The Developer shall be entitled to one (1) vote for each Unit which it owns when voting by number and one (1) vote, the value of which shall be equal to the percentage of value for all such Units, when voting by value. A Co-owner's right to vote may be revoked by the Association pursuant to the provisions of Article XII, Section 1(d) of these Bylaws.

(e) **Designation of Voting Representative**. 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 and receive all notices

and other communications from the Association on behalf of such individual representative designated, the number or numbers of the Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, limited liability company, partnership, association, trust or other entity who is 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) Annual Meeting. There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 4 of this Article I. 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 corporate 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) Quorum. The presence in person or by proxy of more than fifty (50%) percent in value 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 questions upon which the vote is cast.

(h) Voting. Votes may be cast in person or proxy or by a 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) Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association.

Section 3. Meetings; Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 4. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and shall be called within i) one hundred twenty (120) days after more than fifty (50%) percent in number of the Units that may be created in the Condominium have been conveyed and the purchasers thereof qualified as members of the Association; or ii) fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium, whichever occurs first. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed at the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 5. Annual Meetings. Annual Meetings of members of the Association shall be held in the month of October of each succeeding year after the year in which the First Annual Meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided,

however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may be properly come before them.

Section 6. **Special Meetings**. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 7. **Notice of Meetings**. It shall be the duty of the Association Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article I, Section 2(e) of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 8. **Adjournment**. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 9. **Order of Business**. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of directors (at annual meetings or special meetings held for such a purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 10. **Action without Meeting**. Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 7 above for the giving of notice of meetings of members. Such solicitation shall specify: (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of: (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 11. **Consent of Absentees**. The transactions of any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held

after regular call and notice, if a quorum be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 12. **Minutes: Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

Section 13. **Records.** The Association shall keep detailed books of accounts showing all expenditures and receipts of Association 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 books of accounts shall be reviewed at least annually by qualified independent accountants, but need not be certified. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited or reviewed financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The costs of any such audit and any accounting expenses shall be expenses of Association administration.

ARTICLE II
BOARD OF DIRECTORS

Section 1. **Board of Directors.** The affairs of the Association shall be governed by the Board of Directors, all of whom shall serve without compensation and who must be members in good standing of the Association, except for the first Board of Directors of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting of Members held pursuant to Section 4 of Article I.

Section 2. **Election of Directors.**

(a) **First Board of Directors.** The Board of Directors shall be comprised of at least three (3) but not more than five (5) persons, two of whom are elected by non-Developer Co-owners and three of whom are appointed by the Developer. The initial Board will be comprised of three (3) persons appointed by the Developer. Thereafter, elections for non-Developer Co-owner directors shall be held as provided in subsection (b) below. The terms of office shall be two (2) years. The directors shall hold office until their successors are elected and hold their first meeting.

(b) **Election of Directors at and after First Annual Meeting.**

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty (50%) percent in number of the Units that may be created, two (2) of the five (5) directors shall be elected by non-Developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five (75%) percent of the Units (the "Transitional Control Date"), the non-Developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns at least

ten (10%) percent of the Units in the Condominium.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium, the non-Developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i) above. Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-Developer Co-owners have the right to elect under subsection (ii), or if the product of the number of the members of the Board of Directors multiplied by the percentage of Units held by the non-Developer Co-owners under subsection (b) results in a right of non-Developer Co-owners to elect a fractional number of members of the Board of Directors, than a fractional election right of .5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-Developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) director as provided in subsection (i).

(iv) At the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) of the directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article I, Section 5 hereof.

(d) Powers and Duties. 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 the Condominium Documents or required thereby to be exercised by 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 levy and 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 grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium subject to the provisions of the Master Deed; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all Co-owners.

(8) 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, pledge, 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 fifty (50%) percent of all of the members of the Association in value.

(9) To make rules and regulations in accordance with Article VII, Section 7 of these Bylaws.

(10) 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 function or responsibilities which are not by law or the Condominium documents required to be performed by the Board.

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

(e) Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at a 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 2(d) of this Article II, 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 or have the approval of the Board of Directors or the members of the Association. If the Board does employ a professional management agent for the Association, the Board shall secure the written approval of each institutional holder of a first mortgage lien on any Unit in the condominium prior to terminating such professional management agent (or any successor thereto) and assuming self-management. The Board shall not be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) 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.

St. John Providence, a Michigan nonprofit corporation ("St. John") shall have a right of first refusal with respect to any management contract with a bona fide management agent being contemplated by the Board. Prior to executing a management contract with any management agent other than St. John, the Board shall forward such contract to St. John, which shall have the option to become the management agent pursuant to the same terms and conditions of such contract. St. John shall have thirty (30) days to review such contract. If St. John chooses to enter into the management contract, it shall execute same and forward an executed copy to the Board within said thirty-day period, and the Board shall execute same on behalf of the Association.

Should St. John choose not to become the management agent, its right of first refusal shall apply to any renewal contracts with an existing manager or new contracts with a new manager.

(f) Actions of First Board of Directors. 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 before the First Annual Meeting of Members 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.

(g) Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance, under these Bylaws, to designate. Vacancies among non-Developer Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

(h) Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners qualified to vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors appointed by it at any time or from time to time in it sole discretion. Any director elected by the non-Developer Co-owners to serve before the First Annual Meeting of members may be removed before the First Annual Meeting by the non-Developer Co-owners in the same manner set forth in subsection 2(h) above for removal of

directors generally.

(i) **First Meeting**. The first meeting of the newly elected Board of Directors shall be held within ten (10) days after election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

(j) **Regular Meetings**. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time-to-time by a majority of the Board of Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting.

(k) **Special Meetings**. Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

(l) **Waiver of Notice**. Before any meeting of the Board of Directors, any director may, in writing, waive receipt of notice of such meeting and such written waiver shall be deemed equivalent to the receipt of notice of the meeting by such director. Attendance by a director at any meeting of the Board shall be deemed a waiver of receipt of notice by him of the time and place thereof. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(m) **Quorum**. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those persons may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

(n) **Closing of Board of Directors' Meetings to Members: Privileged Minutes**. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

(o) **Action by Written Consent**. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

(p) Actions of First Board of Directors Binding. All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations, policies or resolutions for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of members 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 Annual Meeting of members or at any subsequent annual meeting of members, provided that 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.

(q) Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall be covered by adequate fidelity bonds. The premiums on such bonds shall be expenses of Association administration.

Section 3. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, and a Secretary/Treasurer. The directors may appoint such other officers as, in their judgment, may be necessary. Any two (2) offices except that of President and Secretary/Treasurer may be held by one (1) person.

(a) Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

(b) Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

(c) President. The President shall be the chief executive officer of the Association. The President shall preside and may vote at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time-to-time as the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

(d) Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association and shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct. The Secretary/Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Secretary/Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time-to-time, be designated by the Board of Directors. The Secretary/Treasurer shall perform all duties incident to the office of Secretary/Treasurer.

(e) Duties. The officers shall have such other duties, powers and responsibilities as shall, from time-to-time, be authorized by the Board of Directors.

Section 4. **Indemnification of Directors and Officers**. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and accounts paid in settlement incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, 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 as otherwise prohibited by law; provided. that, in the event of any claim for reimbursement or indemnification thereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (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 Association shall notify all Co-owners thereof.

(a) **Directors' and Other Officers' Insurance**. The Association may provide liability insurance for every director and every officer of the Association for the same purposes provided above in this Section 4 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the association may waive any liability insurance for such director's or officer's personal benefit. No director or officer shall collect for the same expense or liability under this Section 4 however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 5 above.

Section 5. **Advisory Committee**. Reserved.

ARTICLE III
ASSESSMENTS

Section 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 Association administration.

Section 2. **Assessments for Common Elements**. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium, including but not limited to reasonable attorney fees incurred in the collection of unpaid assessments, shall be expenses of Association administration within the meaning of the Act, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium shall be receipts of Association administration. The Condominium has been designed so that except for the Detention Basin servicing the Condominium (which is a General Common Element), Common Elements comprise an immaterial portion (less than 1%) of the total land area of the Condominium. Further, Unit 2 has been designed so that it has no limited common elements assigned to it.

Section 3. **Determination of Assessments**. Assessments shall be determined in accordance with the following provisions:

(a) Budget. 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.

(b) Reserve Fund. 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 at least annually from the proceeds of the regular monthly payments as set forth in Section 4 below rather than by special assessments as set forth in Section 3(d) below. The reserve fund shall, at a minimum, be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. The funds contained in the reserve fund will only be used for major repairs and replacements of Common Elements. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes from time to time.

(c) General and Additional Assessments. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the general assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish 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 replacement of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Twenty-Five Thousand Dollars ($25,000.00) 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 to be necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or members thereof. General assessments shall not be levied without the prior approval of more than sixty (60%) percent of all Board members.

(d) Special Assessments. Special assessments, in addition to those required in (c) 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 or additions to the Common Elements at a cost exceeding Twenty-Five Thousand Dollars ($25,000.00) per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (d) (but not including those assessments referred to in subparagraph 3(c) 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 eighty (80%) percent of all Co-owners in value. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or member thereof.

Section 4. Apportionment of Assessments and Penalty for Default. All assessments levied against the Co-owners to cover expenses of Association 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 III, Section 3(c) above shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to a Unit, or a land contract vendee's interest in a Unit, or with acquisition of fee simple title to a Unit by any other means. 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 shall be subject to a late charge of One Hundred Dollars ($100.00) for each month the assessments are paid late or are in arrears. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payments and costs of collection and enforcement pertinent to its Unit which may be levied while such Co-owner is the owner thereof). Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. **Waiver of Use or Abandonment of Unit**. No Co-owner may exempt himself from liability for its contribution toward the expenses of Association administration by waiver of the use or enjoyment of any of the Common Elements, by the abandonment of its Unit or because of uncompleted repair work or the failure of the Association to provide service to the Condominium.

Section 6. **Enforcement**. 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 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 Michigan law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, it was notified of the provisions of this Section and that it 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 ordinary mail addressed to the representative designated in the written notice required to be filed with the Association, of a written notice that one or more installments of the annual 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, and (iv) the legal description of the subject Unit(s) and 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 such remedial action as may be available to it hereunder or under Michigan law. If the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a

judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual 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 its Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against its Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. 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; provided, however, that the defaulting Co-owner shall continue to have rights of ingress and egress over and across the General Common Elements to Units owned by him. 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 7. **Liability of Mortgagee**. 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 assessments or charges to all Units including the mortgaged Unit).

Section 8. **Developer's Responsibility for Assessments**. Except for Occupied Units (as defined below) owned by the Developer, the Developer, even though a member of the Association, shall not be responsible for payment of the monthly assessment for any Units owned by it. However, the Developer shall pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of Completed Units owned by the Developer at the time the expense is incurred to the total number of Completed Units, as defined below, in the Condominium. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Occupied Units owned by it. The Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed. "Occupied Unit" shall mean a Unit used as an office or for other commercial or medical use permitted by these bylaws. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the local public authority. Developer shall maintain at its own expense Units which are not Completed Units and will reimburse the Association for any expense incurred by the Association relating to such units.

Section 9. **Property Taxes and Special Assessments**. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. **Mechanic's Lien**. A mechanic's lien otherwise arising under Act No. 179 of the Michigan Public Acts of 1891, as amended, shall be subject to Section 132 of the Act.

Section 11. **Statement of Unpaid Assessments**. Pursuant to 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 thereof, 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 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 the 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. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE IV
ARBITRATION

Section 1. **Scope and Election**. 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 (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration) and upon written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. 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 2. **Judicial Relief**. In the absence of the election and written consent of parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. **Election of Remedies**. Such election and written consent 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 V
INSURANCE

Section 1. **Association Coverage**. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, directors and officers liability insurance and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements, both Limited and General Common Elements, and certain other portions of the Condominium Project as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interest may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner must obtain insurance coverage at its own expense upon its Unit in addition to the coverage carried by the Association. It shall be each Co-owner's responsibility to determine by personal investigation or from its own insurance advisors the nature and extent of insurance coverage adequate to its needs and thereafter to obtain insurance coverage for its personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within its Unit, and also for alternative office expense in the event of fire and business

interruption insurance, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, 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 right of subrogation as to any claims against any Co-owner or the Association. Because Unit 2 has no limited common elements assigned to it, Unit 2 will not share in the cost of any insurance purchased by the Association which applies to limited common elements.

(b) Insurance of Common Elements and Fixtures. All Common Elements (General and Limited) 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 current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures. Any improvements made by a Co-owner within its Unit shall be covered in insurance obtained by and at the expense of said Co-owner; 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 part of the assessments against said Co-owner under Article III hereof.

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

(d) Proceeds of Insurance Policies. 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 interest may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article VI 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.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as its true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance, officer's and director's liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, its Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation of the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interest may appear (subject always to the

Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE VI
RECONSTRUCTION OR REPAIR

Section 1. **Determination to Reconstruct or Repair**. If any part of the Condominium property shall be damaged by fire, casualty or other occurrence, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) **Partial Damage**. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) **Total Destruction**. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five percent (75%) or more of the Co-owners in value agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. **Repair in Accordance with Plans and Specifications**. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. **Co-owner Responsibility for Repair**

(a) **Definition of Responsibility**. If the damage is only 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 4 hereof. In all other cases of damage caused by fire, casualty, or other occurrence, including, but not limited to, damage to the General and/or Limited Common Elements, the responsibility for reconstruction and repair shall be that of the Association notwithstanding anything contained in the Master Deed or these Bylaws to the contrary.

Section 4. **Damage to Interior of Unit**. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of its Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, blinds, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. If damage to interior walls within a Co-owner's Unit or to pipes, wires, conduits, ducts or other Common Elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other 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. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5. **Association Responsibility for Repair**. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements (General and Limited) and any

incidental damage to a Unit caused by the damage to such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners (based upon their respective "Proportionate Shares" of the applicable Limited Common Elements, or if damage is to a General Common Element, then based upon their respective percentages of value) for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

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

Section 7. **Eminent Domain**. The following provisions shall control upon any taking by eminent domain:

(a) **Taking of Common Elements**. If any portion of the General Common Elements is taken by eminent domain, the award therefore shall be allocated to the Co-owners in proportion to their respective percentages of value. If any portion of the Limited Common Elements is taken by eminent domain, the award therefore shall be allocated to the Co-owner(s) of the Unit(s) to which those particular Limited Common Elements were assigned based upon their respective Proportionate Shares. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of Common Elements and any negotiated settlement approved by more than two-thirds (2/3) of Co-owners based upon assigned voting rights shall be binding on all Co-owners.

(b) **Taking of a Unit**. If a Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interest in the Common Elements. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the Co-owner of the Unit taken for its undivided interest in the Common Elements (based upon that Unit's Proportionate Share with respect to the Limited Common Elements appertaining to that Unit), as well as for the Unit.

(c) **Taking of a Portion of a Unit**. If portions of a Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Unit not taken. The undivided interest for each Unit in the Common Elements appertaining to the Unit shall be reduced in proportion to the diminution in the fair market value of the Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-owners of a Unit shall be reallocated among the other Units in the Condominium Project in proportion to their respective undivided interest in the Common Elements. A Unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interest produced thereby, and the award shall include just compensation to the Co-owner of the Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner and not revested in the Co-owner pursuant to subsection (d), as well as for that portion of the Unit taken by eminent domain.

(d) Taking of a Portion of a Unit - Complete Taking. If the taking of a portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the Common Elements appertaining to that Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit shall thenceforth be a General Common Element. The court shall enter an order reflecting the reallocation of undivided interest produced thereby, and the award shall include just compensation to the Co-owner of the Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Unit.

(e) Reallocation of Votes and Expenses of Association Administration. Votes in the Association and liability for future expenses of Association administration appertaining to the Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Units, being allocated to them in proportion to the relative voting strength in the Association. A Unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interest in the General Common Elements.

Section 8. Priority of Mortgagee Interests. 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 VII
RESTRICTIONS

Section 1. Use. The restrictions in this Article apply only to a Unit that is used for medical or health care related purposes. Except for, as applicable, the Developer or Units owned by the Developer, (i) no Unit in the Condominium shall be used to provide any service which is a Covered Clinical Service as that term is defined in MCLA 333.22203(10), or any subsequent legislation; (ii) a Unit in the Condominium may only be used to furnish Permitted Services (as defined below) to the Unit user's "own patients" (For purposes of this Section 1, the term "own patients" shall mean persons who specifically seek out and request the professional services of a user of a Unit for purposes unrelated to the provision of Permitted Services, or who are referred for professional services unrelated to the provision of Permitted Services); (iii) no user of a Unit shall market or promote the provision of Permitted Services in the Unit to any person; and (iv) the Unit user shall not enter into any sharing arrangement with other Units in the Condominium for the purpose of providing Permitted Services as described herein without the prior written consent of the Association.

"Permitted Services" shall include the following:

1. Echocardiography of any type (including Doppler)
2. Pulmonary Function Tests
3. Nuclear Stress Test
4. DCG (Holter Monitor)
5. EKG
6. Fluoroscopy
7. General Laboratory Tests
8. General Radiology Studies
9. Mammography
10. Physical Therapy
11. Infusion Services

12. Emergency Medical Services
13. Pharmacy
14. Antenatal Diagnostic Evaluations
15. Brain Stem Evoked Potentials
16. Sleep Lab
17. Durable Medical Equipment

The foregoing restrictions on Permitted Services will not apply to a Unit that is not used for medical or health care related purposes (e.g., a bank or other financial institution).

Section 1.1. Ethical and Religious Directives for Catholic Health Facilities.

(a) General Restriction. So long as any Unit in the Condominium (except for Unit 2) is operated as a medical or other health care facility, every Co-owner, and all tenants, occupants and other users of each Unit, shall observe the Ethical and Religious Directives for Catholic Health Care Services (Fifth Edition) (the "Directives"), as the same may be amended from time to time, a current copy of which shall be kept on file at the Association's offices. No Unit shall be used for the performance of any abortion or other procedures for the purpose, or with the probable consequences, of causing interruption of a known pregnancy. The Co-owner, tenants, occupants and users of each Unit shall, to the fullest extent permitted by law, refrain from any action which is inconsistent with Catholic values regarding the sacredness of life. The restrictions in this Article VII, Section 1.1 may not be waived or modified.

(b) Unit 2 Restriction. Unit 2 will specifically not be subject to the restrictions in the immediately preceding subsection. Unit 2 will instead be subject to the following restrictions: No Unit 2 Co-owner shall knowingly perform or authorize the performance of sterilizations, abortions, euthanasia or assisted suicide at the Unit 2 site. Any Unit 2 Co-owner shall otherwise use reasonable good faith efforts to interpret and apply these Bylaws, and to conduct its affairs at Unit 2 in a manner that allows the Condominium to fulfill its obligations under the Directives, without, however, binding the Unit 2 Co-owner to conform to any or all of the specific Directives.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease its Unit for the same purposes set forth in Sections 1 and 1.1 of this Article; provided, that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. No Co-owner shall lease more than thirty percent (30%) of the space in its Unit in the Condominium, or its entire Unit in the Condominium for more than thirty percent (30%) of time determined on the basis of a five-day work week, and no Co-owner shall lease and no tenant shall be permitted to occupy except under a written lease, the initial term of which is at least twelve (12) months, unless specifically approved in writing by the Association. Such written lease shall (i) require the lessee to comply with the Condominium Documents and rules and regulations of the Association, (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease, and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days' prior written notice to the Condominium Unit Co-owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by Unit Co-owners. Each Co-owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. Under no circumstances shall transient tenants be accommodated. For purposes of this Section 2(a), a "transient tenant" is a non-Co-owner residing in a

Condominium Unit for less than sixty (60) days, who has paid consideration therefor. 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. Tenants and non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, rental agreements, and occupancy agreements shall so state. The Developer may lease any number of Units in the Condominium in its discretion.

(b) Leasing Procedures. A Co-owner, including the Developer, desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(c) Violation of Condominium Documents by Tenants or Non-Co-owner Occupants. 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:

(1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or non-Co-owner occupant.

(2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non-Co-owner occupant or advise the Association that a violation has not occurred.

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceeding. The Association may hold both the tenant or non-Co-owner occupancy and the Co-owner liable for any damages caused by the Co-owner or tenant or non-Co-owner occupant in connection with the Condominium Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(d) Arrearage in Condominium Assessments. 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 deductions shall not be a breach of the rental agreement or lease by the tenant.

The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

(e) Inapplicability to any St. John Providence Entity and Unit 2. The provisions set forth in this Section 2 are not applicable in the event that St. John Providence, a Michigan nonprofit corporation, or any parent, affiliate or subsidiary thereof, is the lessor or lessee of a Unit. Further, the

provisions set forth in this Section 2 are not applicable in the event that the Co-owner of Unit 2, or any parent, affiliate or subsidiary thereof, is the lessor or lessee of a Unit; provided that the Unit 2 Co-owner will comply with the other provisions of these Bylaws and the Condominium Master Deed.

In addition, all Co-owners will fully comply with the provisions set forth in the Condominium Master Deed and a Co-owner's violation of any provision of Article IX of the Condominium Master Deed will constitute an immediate default under these Condominium Bylaws.

Section 3. **Alterations and Modifications**. No Co-owner shall make alterations in exterior appearance or make structural modifications to its 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 including (but not by way of limitation) exterior painting or the erection of signage, antennas, satellite dishes, lights, aerials or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to Common Elements or Joint Use Limited Common Elements. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 4. **Prohibited Activities**. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, 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 its Unit or on the Common Elements anything that will increase the rate 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.

Section 5. **Aesthetics**. The Common Elements 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 in areas designated therefore at all times 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. In general, no activity shall be carried on nor condition maintained by a Co-owner either in its Unit or upon the Common Elements, which spoils the appearance of the Condominium.

Section 6. **Advertising; Signs**. Except for St. John Providence's right to identify the Condominium as a St. John Providence or Ascension Health facility, 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" signs, without the written consent of the Association, which shall not be unreasonably withheld. In no event, however, may an exterior sign identify a non-St. John hospital.

Section 7. **Rules and 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 or its successors elected by the Developer, as provided in Article II of these Bylaws. 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 regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in value except that the Co-owners may not revoke any regulations or amendment prior to said first Annual Meeting of the entire Association.

Section 8. **Right of Access of Association**. 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 its 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 its 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.

Section 9. **Co-owner Maintenance**. Each Co-owner shall maintain its Unit and any Limited Common Elements appurtenant thereto for which it has maintenance responsibility under Section 4.03 of the Master Deed 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 it, its employees, guests, agents or invitees, 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 amount in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article III hereof.

Section 10. **Reserved Rights of Developer**. None of the restrictions contained in this Article VII shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. For the purposes of this Section, the Development and Sales Period shall be deemed to continue so long as Developer owns any Units which its offers for sale. Until all Units in all phases of the Condominium Project are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, promotional signs, devices and materials, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of all Units in all phases of the Project by Developer. Developer shall pay all costs related to the Units or Common Elements used by the Developer for such purposes and shall restore such Units or Common Elements upon termination of use.

Section 11. **Telecommunications Equipment**.

(a) **General Common Elements and Joint Use Limited Common Elements.** No telecommunications equipment, of any type, may be placed on the General Common Elements or on Limited Common Elements which are shared by two or more Co-owners ("Joint Use Limited Common Elements") unless both of the following conditions have been met:

(i) The telecommunications equipment has been approved by the Association (after the end of the Development and Sales Period, as defined in Section 10 above), or the Developer (during the Development

and Sales Period); and

(ii) The proposed telecommunications equipment is for the benefit of the members of the Association at large or limited in availability to the Co-owners of all Units which share the Joint Use Limited Common Elements.

(b) Exclusive Use Limited Common Elements. Satellite dishes must meet applicable guidelines and legal requirements, must be located on the roof and they must not be visible from the road, and must be attached to the building, unless such placement would preclude reception of an acceptable quality signal. In the event placement of the satellite dish in accordance with the foregoing would preclude receipt of an acceptable quality signal, a Co-owner must apply to the Board of Directors of the Association to confirm the necessity for an alternate location for the satellite dish. The Board of Directors of the Association may impose reasonable rules and regulations on the use of any Limited Common Elements which are assigned to the exclusive use of one Co-owner (referred to in this Section 11 as ("Exclusive Use Limited Common Elements") for the placement of telecommunications equipment that does not unreasonably delay a Co-owner's access to telecommunications services and otherwise complies with the then-applicable Federal Communications Commission's (or its successors) rules with respect to telecommunications equipment installation on commonly owned property. With respect to telecommunications equipment and service providers, any Co-owner installing or having such equipment installed shall provide written notice to the Association not less than twelve (12) hours prior to installation so that the Association has an opportunity to assure that the telecommunications equipment is not installed on General Common Elements or on Joint Use Limited Common Elements, or in violation of applicable rules. The Co-owner installing or having such equipment installed shall provide the name of the service provider and the name of the owner of the telecommunications equipment to the Association so that the Association will know who to contact in the event telecommunications equipment is damaged, installed in an unsafe manner or is maintained in an unsafe or unsightly manner.

(c) No Appropriation. Any telecommunications equipment installed on or in an Exclusive Use Limited Common Element may not appropriate any General Common Elements or Joint Use Limited Common Elements, nor pass through any General Common Elements or Joint Use Limited Common Elements, without the Association's prior written approval.

(d) No Air Space Benefits. Co-owners seeking to install telecommunications equipment should take notice of the fact that the General Common Elements also include, under applicable legal theory as recognized in FCC Rulings, the air space of the Condominium Project, as well as all General Common Elements, specifically identified in the Condominium Documents. Therefore, telecommunications equipment to be placed on General Common Elements are subject to the approval rights as set forth in Section 11(a) and would be subject to approval, as would telecommunications equipment placed on Joint Use Limited Common Element building walls and roofs which project into General Common Element air space.

(e) Definitions. The term "telecommunications equipment" for purposes of this section is to be interpreted as broadly as possible to include antennae and satellite dishes governed by FCC Rulings.

(f) Insurance/Damage to Common Elements. Each Co-owner installing any telecommunication equipment shall be responsible for obtaining liability insurance for such installation. The Co-owner shall also be responsible for any damage to the Common Elements and any Units resulting

from the installation and maintenance of such telecommunications equipment.

(g) This Section is intended to provide the Association with the ability to approve installation of telecommunications equipment consistent with Federal Telecommunications Commission orders, FCC 98-273, 99-360, and 00-366, implementing Section 207 of the Federal Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat 114 (1996) and amending 47 C.F.R sec.1.4000.

(h) Tenants/Leases. No Tenant of space within a Unit may install any telecommunications equipment outside of its, her, or its leased space (including, but not limited to, the roof or exterior walls of any building within the Condominium Project) without the prior written consent of the Co-owner/Landlord and the Association. All buildings within the Condominium Project are occupied by multiple tenants who share the roof and walls.

ARTICLE VIII
MORTGAGES

Section 1. **Notice to Association**. Any Co-owner who mortgages its Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a file entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such 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 that is not cured within sixty (60) days.

Section 2. **Insurance**. The Association shall notify each mortgagee appearing in said 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 3. **Notification of Meetings**. 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 other members of the Association and to designate a representative to attend such meeting

ARTICLE IX
AMENDMENTS

Section 1. **Proposal**. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one third (1/3) in number of the members, or by instrument in writing signed by them; provided that any provisions in these Bylaws that apply to a specific Unit may not be amended without the affirmative vote of the affected Unit Co-owner.

Section 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 3. **Voting**. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than two-thirds (2/3) of the votes of all Co-owners in number and in value. The Association may make no amendment

without the written consent of the Developer, however, as long as the Developer owns any Units in the Condominium or has the right to enlarge the Condominium.

Section 4. **Reservation of Rights by Association and Developer**. These Bylaws may be amended by the Developer or the Board of Directors upon proposal of amendments by Developer without approval from any person to make such amendments as shall not materially affect the rights of any member of the Association.

The Developer may materially amend the Condominium Documents as provided in Section 11.03 of the Master Deed, except that the Developer may not materially amend the Condominium Documents so as to modify the method or formula used to determine the percentage of value of Units in the Condominium for other than voting purposes. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

Section 5. **When Effective**. 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 sixty-six and two-thirds (66-2/3%) percent of the holders of first mortgage liens on any Unit in the Condominium, no amendment to these Bylaws shall become effective which materially affects the rights of any mortgagee. Notwithstanding anything contained in these Bylaws or the Master Deed to the contrary, first mortgagees are entitled to vote on amendments to the Condominium documents only under the following circumstances.

(a) Termination of the Condominium Project.

(b) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.

(c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a condominium Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Condominium Unit subject to the mortgagee's mortgage.

(d) Elimination of a requirement for the Association of Co-owner's to maintain insurance on the Project as a whole or a Condominium Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Condominium Unit subject to the mortgagee's mortgage.

(e) The modification or elimination of an easement benefiting the Condominium Unit subject to the mortgagee's mortgage.

(f) The partial or complete modification, imposition, or removal of leasing restrictions for Condominium Units in the Condominium Project.

Section 6. **Binding**. 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 the 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. If the Condominium Documents conflict with the provisions of the Statute, the Statute 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 1. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents 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) Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, 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) Removal and Abatement. 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 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. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

(d) Revocation of Voting Rights. In addition to the other rights and remedies available to the Association in these Bylaws, upon a Co-owner's default under any provision of Article VII of these Bylaws, the Board of Directors will have the irrevocable right to immediately and completely revoke the defaulting Co-owner's voting rights under these Bylaws via written notice to the defaulting Co-owner. The defaulting Co-owner's voting rights will remain revoked until the default is completely cured and the Board of Directors notifies the defaulting Co-owner in writing that the revocation has been terminated and the defaulting Co-owner's voting rights have been restored.

Section 2. Assessment of Fines. 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 III hereof. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article III, 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 violations. All fines duly assessed may be collected in the same manner as provided in Article III of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed One Hundred Dollars ($100.00) for the second violation, Five Hundred Dollars ($500.00) for the third violation, or One Thousand Dollars ($1,000.00) for any subsequent violation.

Section 3. **Non-Waiver of Right**. 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 4. **Cumulative Rights, Remedies and Privileges**. 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 the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 5. **Enforcement of Provisions of Condominium Documents**. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for non-compliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XIII
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and presented to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the sale of the last Unit owned by the Developer in the Condominium Project. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed and elsewhere (including, but not limited to, restrictions, access easements. utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XIV
SEVERABILITY

If 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, provision or covenants held to be partially invalid or unenforceable.

These Bylaws are effective as of the 12th, day of December, 2017.

Patrick McGuire
CFO of St. John Providence

Susan Zebko
Notary Public of Michigan
Oakland County
Expires 09/12/2022
Acting in the County of Macomb

N

0 25′ 50′ 100′

SCALE: 1" = 50′

BASIS OF BEARINGS

BASIS OF BEARING ORIGINATES FROM MICHIGAN DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP ROUTE I-96, CONTROL SECTION 47065, SHEET NO.37.THE NORTH LINE OF SAID SECTION 8 IS ASSUMED TO BEAR SOUTH 87 DEGREES 15 MINUTES 42 SECONDS WEST.

FLOODPLAIN NOTE

EXAMINATION OF THE FLOOD INSURANCE RATE MAP (COMMUNITY-PANEL NUMBER 26093C0330D DATED SEPTEMBER 17, 2008) IN ACCORDANCE WITH THE NATIONAL FLLOD INSURANCE ORIGRAM OF 1968 INDICATES SUBJECT PROPERTY LIES WITHIN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

BENCHMARKS (USGS)

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ZONING

PARCEL IS ZONED NRPUD

SURVEYOR'S CERTIFICATE

I, GARY M.CHALICE, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____, AS SHOWN ON THE ACCOMPYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION.THAT THE REQUIRED MONUMENTS AND IRONS HAVE NOT BEEN PLACED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO.59 OF THE PUBLIC ACTS OF 1978 AS AMENDED AND SHALL BE PLACED IN THE GROUND WITHIN ONE YEAR OF THE DATE ON WHICH THE MASTER DEED IS RECORDED.THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO.59 OF PUBLIC ACTS OF 1978 AS AMENDED,THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO.59 OF PUBLIC ACTS OF 1978 AS AMENDED,

GARY M.CHALICE
PROFESSIONAL SURVEYOR
LICENSE NO.55939
HUBBELL, ROTH & CLARK
555 HULET DR.
BLOOMFIELD HILLS, MI 48303

DATE:

GOVERNMENT CORNER WITNESSES

NORTHWEST CORNER OF SECTION 9, T.2N., R5E.,
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN.

N65°E 62.21′ FOUND REMON NAIL/TAG NW SIDE UTILITY POLE.
S50°E 33.38′ FOUND REMON NAIL/TAG N/SIDE 24" OAK.
S30°E 90.80′ FOUND REMON NAIL/TAG W/SIDE UTILITY POLE.
S10°E 113.34′ FOUND NAIL/TAG W/SIDE 24" OAK.
FOUND MONUMENT BOX WITH LIVINGSTON COUNTY REMONUMENTATION BRASS CAP STAMPED WITH SURVEYOR NO.47055

WEST 1/4 CORNER OF SECTION 9, T.2N., R5E.,
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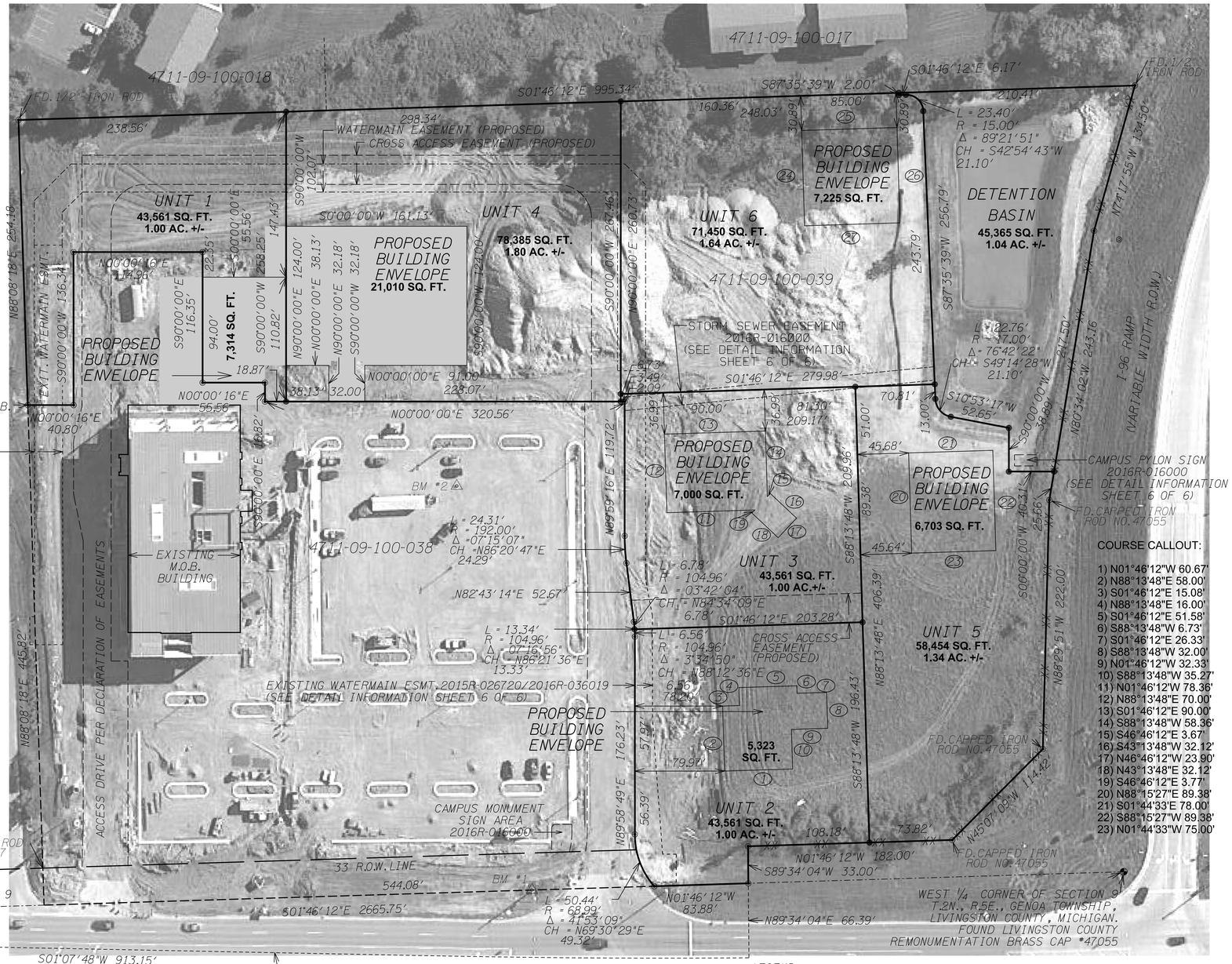


LEGEND:

LIMITED ACCESS RIGHT OF WAY..... XX XX
BOUNDARY/UNIT LINE.....
PROPOSED BUILDING ENVELOPE.....
BENCHMARK.....
PROPERTY CORNER TO BE SET.....
MONUMENT TO BE SET.....

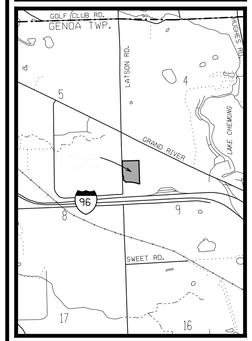
FUTURE BUILDING EXPANSION.....

PROPOSED FEBRUARY 1, 2018

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 338-2592
WEB SITE: http: // www.hrc-engr.com

DATE	ADDITIONS AND/OR REVISIONS
01/23/18	MUNICIPAL COMMENTS
DESIGNED	
DRAWN	
CHECKED	
APPROVED	

W:\20160\20160030\E\Exhibit_B_C_170412\ex_aerial_updated_SPCS.dgn



GENOA TOWNSHIP MEDICAL COMPLEX CONDOMINIUM

AERIAL EXHIBIT

HRC JOB NO.	SCALE
20160030	1" = 50'
DATE	SHEET NO.
JUNE 13, 2017	1 OF 1

LIVINGSTON COUNTY CONDOMINIUM
SUBDIVISION PLAN NO.
EXHIBIT "B" TO MASTER DEED OF

ATTENTION LIVINGSTON COUNTY REGISTER OF DEEDS

THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCES. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE AND THE SURVEYOR'S CERTIFICATE ON SHEET 2.

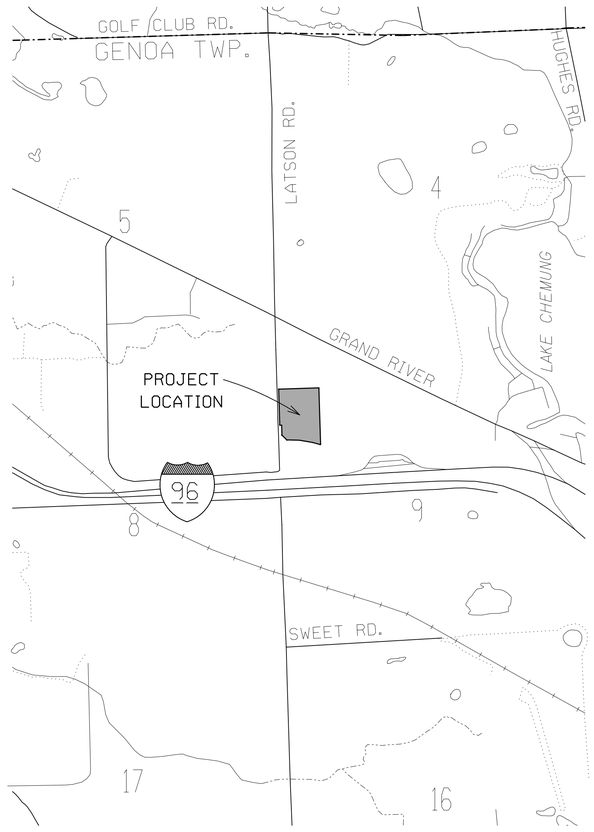
GENOA TOWNSHIP MEDICAL COMPLEX CONDOMINIUM

GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

DESCRIPTION OF PROPERTY OF GENOA
TOWNSHIP MEDICAL COMPLEX CONDOMINIUM

DESCRIPTION AS SURVEYED:

Part of the Northwest 1/4 of Section 9, T.2N., R5E., Genoa Township, Livingston County, Michigan, described as follows: Commencing at the Northwest corner of said Section 9; thence along the West line of said Section 9 South 01 Degrees 46 Minutes 12 Seconds East 718.36 feet; thence North 88 Degrees 08 Minutes 18 Seconds East 445.82 feet to the Point of Beginning; thence North 88 Degrees 08 Minutes 18 Seconds East 254.18 feet; thence South 01 Degrees 46 Minutes 12 Seconds East 995.34 feet; thence North 74 Degrees 17 Minutes 55 Seconds West 134.50 feet; thence North 80 Degrees 34 Minutes 02 Seconds West 243.16 feet; thence North 88 Degrees 29 Minutes 51 Seconds West 222.00 feet; thence North 45 Degrees 07 Minutes 09 Seconds West 114.42 feet; thence North 01 Degrees 46 Minutes 12 Seconds West 182.00 feet; thence South 89 Degrees 34 Minutes 04 Seconds West 33.00 feet; thence North 01 Degrees 46 Minutes 12 Seconds West 83.88 feet; thence along a curve to the right 50.44 feet, said curve having a radius of 68.99 feet, a central angle of 41 Degrees 53 Minutes 09 Seconds and a chord bearing North 69 Degrees 30 Minutes 29 Seconds East 49.32 feet; thence North 89 Degrees 58 Minutes 49 Seconds East 176.23 feet; thence along a curve to the left 13.34 feet, said curve having a radius of 104.96 feet, a central angle of 07 Degrees 16 Minutes 56 Seconds and a chord bearing North 86 Degrees 21 Minutes 36 Seconds East 13.33 feet; thence North 82 Degrees 43 Minutes 14 Seconds East 52.67 feet; thence along a curve to the right 24.31 feet, said curve having a radius of 192.00 feet, a central angle of 07 Degrees 15 Minutes 07 Seconds and a chord bearing North 86 Degrees 20 Minutes 47 Seconds East for 24.29 feet; thence North 89 Degrees 59 Minutes 16 Seconds East 119.72 feet; thence North 00 Degrees 00 Minutes 00 Seconds East 320.56 feet; thence South 90 Degrees 00 Minutes 00 Seconds East 16.82 feet; thence North 00 Degrees 00 Minutes 16 Seconds East 55.56 feet; thence South 90 Degrees 00 Minutes 00 Seconds East0116.35 feet; thence North 00 Degrees 00 Minutes 00 Seconds East 114.96 feet; thence South 90 Degrees 00 Minutes 00 Seconds West 136.34 feet; thence North 00 Degrees 00 Minutes 16 Seconds East 40.80 feet to the Point of Beginning. Said property contains 384,337 square feet, or 8.82 acres, more or less and subject to easements, restrictions and governmental limitations.



SHEET INDEX

NOTE: THE EXISTING P.U.D. AGREEMENT AND EXHIBIT 'B' DOCUMENTS ARE SUBJECT TO REVISIONS AS THE FUTURE USERS ARE DETERMINED SUBJECT TO GENOA TOWNSHIP'S APPROVAL

This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed, as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

DEVELOPER:

ST. JOHN PROVIDENCE,
A MICHIGAN NONPROFT CORPORATION
28000 DEQUINDRE ROAD
WARREN, MICHIGAN 48092

ENGINEERS & SURVEYORS:

HUBBELL, ROTH & CLARK, INC.
555 HULET DRIVE, P.O. BOX 824
BLOOMFIELD HILLS, MICHIGAN 48303

BASIS OF BEARINGS

BASIS OF BEARING ORIGINATES FROM MICHIGAN DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP ROUTE I-96, CONTROL SECTION 47065, SHEET NO.37.THE NORTH LINE OF SAID SECTION 8 IS ASSUMED TO BEAR SOUTH 87 DEGREES 15 MINUTES 42 SECONDS WEST.

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0 25' 50' 100'

SCALE: 1" = 50'

ZONING

PARCEL IS ZONED NRPUD

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DATE:

GOVERNMENT CORNER WITNESSES

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N65°E 62.21' FOUND REMON NAIL/TAG NW SIDE UTILITY POLE.
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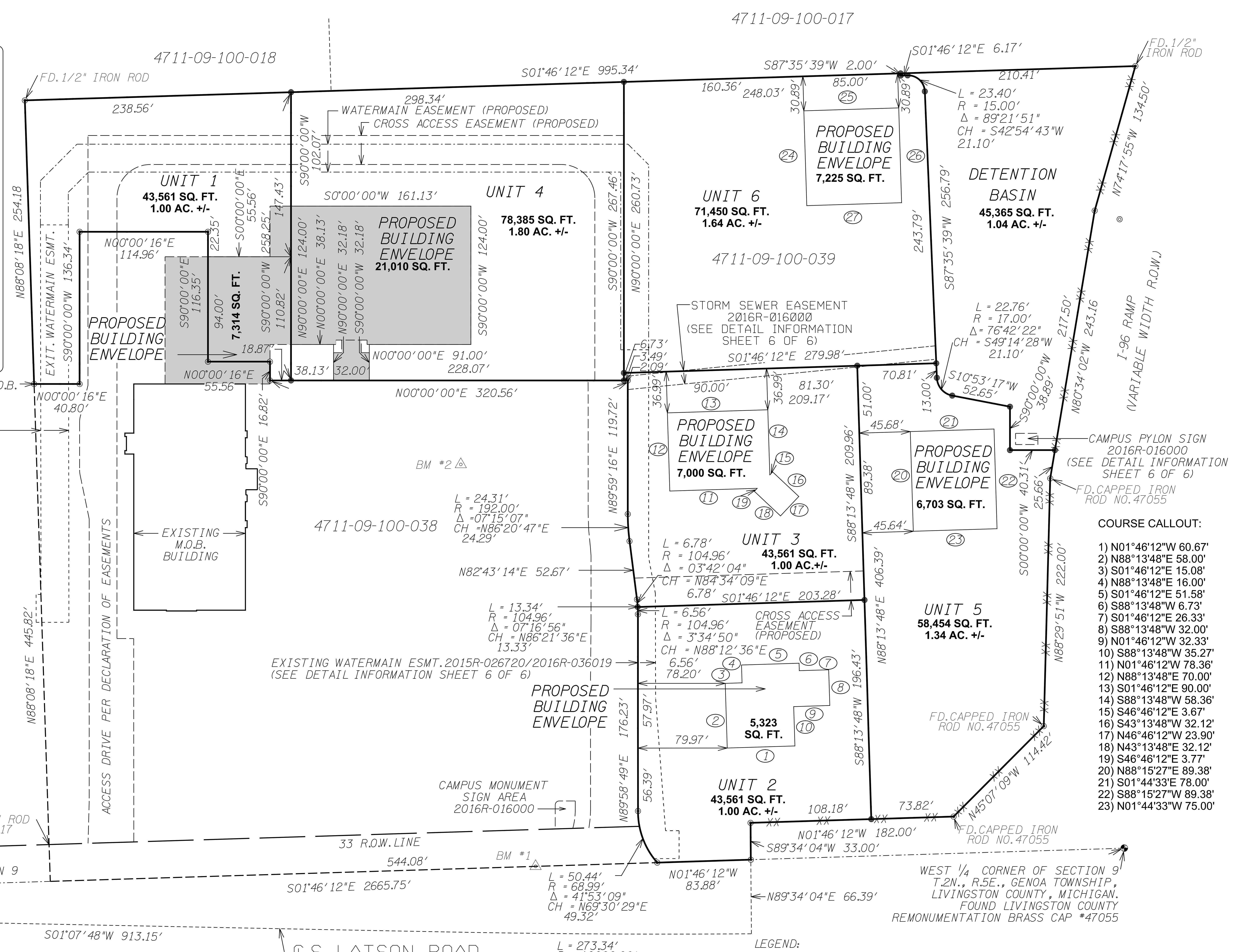


COURSE CALLOUT:

1) N01°46'12"W 60.67'
2) N88°13'48"E 58.00'
3) S01°46'12"E 15.08'
4) N88°13'48"E 16.00'
5) S01°46'12"E 51.58'
6) S88°13'48"W 6.73'
7) S01°46'12"E 26.33'
8) S88°13'48"W 32.00'
9) N01°46'12"W 32.33'
10) S88°13'48"W 35.27'
11) N01°46'12"W 78.36'
12) N88°13'48"E 70.00'
13) S01°46'12"E 90.00'
14) S88°13'48"W 58.36'
15) S46°46'12"E 3.67'
16) S43°13'48"W 32.12'
17) N46°46'12"W 23.90'
18) N43°13'48"E 32.12'
19) S46°46'12"E 3.77'
20) N88°15'27"E 89.38'
21) S01°44'33"E 78.00'
22) S88°15'27"W 89.38'
23) N01°44'33"W 75.00'

LEGEND:

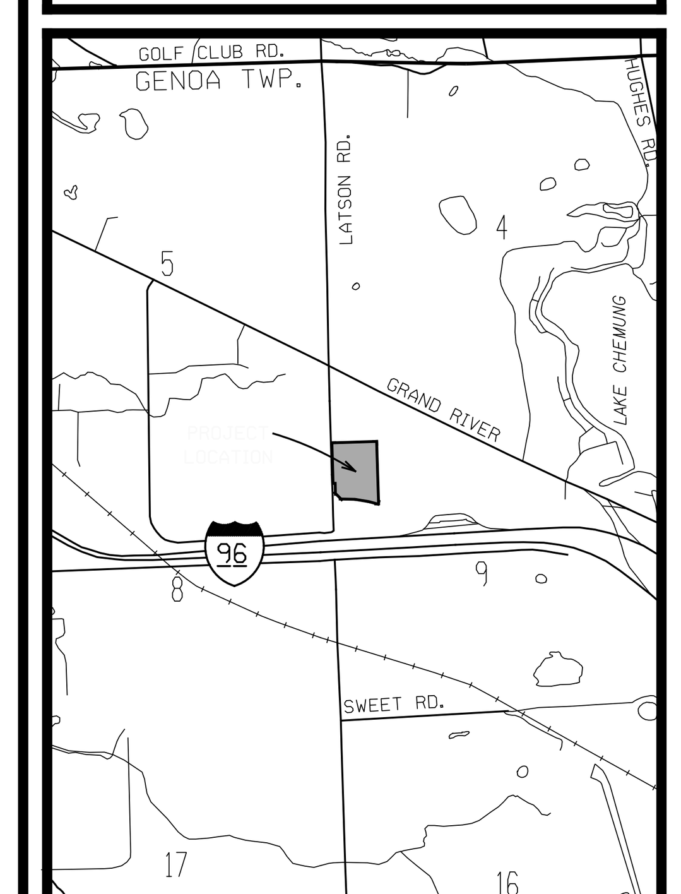
LIMITED ACCESS RIGHT OF WAY..... XX XX
BOUNDARY/UNIT LINE
PROPOSED BUILDING ENVELOPE
BENCHMARK
PROPERTY CORNER TO BE SET
MONUMENT TO BE SET
FUTURE BUILDING EXPANSION

PROPOSED FEBRUARY 1, 2018

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 338-2592
WEB SITE: http:// www.hrc-engr.com

DATE	ADDITIONS AND/OR REVISIONS
01/23/18	MUNICIPAL COMMENTS

DESIGNED
DRAWN
CHECKED
APPROVED



GENOA TOWNSHIP MEDICAL COMPLEX CONDOMINIUM

SURVEY PLAN

HRC JOB NO.	SCALE
20160030	1" = 50'
DATE: JUNE 13, 2017	SHEET NO. 2 OF 6

N

0 25′ 50′ 100′

SCALE: 1" = 50′

BASIS OF COORDINATES

NORTHWEST CORNER OF SECTION 9
T.2N., R.5E., GENOA TOWNSHIP,
LIVINGSTON COUNTTY, MICHIGAN.
N=5616.9707
E=55988.0525

DETAIL NO.1

N=4543.11
E=56368.03
N=4545.62
E=56365.36
N=4556.89
E=56353.36
N=4559.47
E=56350.62

LEGEND:

LIMITED ACCESS RIGHT OF WAY..... XX XX
BOUNDARY/UNIT LINE .....
PROPOSED BUILDING ENVELOPE.....

COORDINATE ..... N=5616.97 E=55988.05

4711-09-100-018

4711-09-100-017

4711-09-100-039

4711-09-100-038

UNIT 1

UNIT 2

UNIT 3

UNIT 4

UNIT 5

UNIT 6

DETENTION BASIN

EXISTING M.O.B. BUILDING

SEE DETAIL NO.1

N=5213.02 E=56700.86
N=4974.57 E=56708.23
N=4676.37 E=56717.45
N=4428.46 E=56725.11
N=4218.15 E=56731.61
N=4515.13 E=56691.52
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N=4305.50 E=56392.57
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N=4294.40 E=56362.25
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N=4300.23 E=56140.33
N=4583.78 E=56120.66
N=4523.14 E=56122.53
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N=4562.63 E=56020.63
N=4454.75 E=56056.98
N=4380.96 E=56059.26
N=4646.47 E=56018.04
N=3243.81 E=56061.38

I-96 RAMP (VARIABLE WIDTH R.O.W.)

GARY M.CHALICE
PROFESSIONAL SURVEYOR
LICENSE NO.55939
HUBBELL, ROTH & CLARK
555 HULET DR.
BLOOMFIELD HILLS, MI 48303

DATE:

NORTHWEST CORNER OF SECTION 9
T.2N., R.5E., GENOA TOWNSHIP,
LIVINGSTON COUNTY, MICHIGAN.
FOUND LIVINGSTON COUNTY
REMONUMENTATION BRASS CAP *47055

STATE PLAN COORDINATE
N=395616.97
E=13255988.05

N=5616.97
E=55988.05

WEST LINE OF SECTION 9

33 R.O.W. LINE

WEST 1/4 CORNER OF SECTION 9
T.2N., R.5E., GENOA TOWNSHIP,
LIVINGSTON COUNTY, MICHIGAN.
FOUND LIVINGSTON COUNTY
REMONUMENTATION BRASS CAP *47055

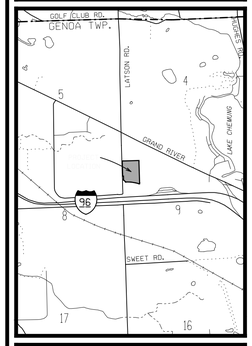
℄ S. LATSON ROAD
(VARIABLE WIDTH R.O.W.)

PROPOSED FEBRUARY 1, 2018

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 338-2592
WEB SITE: http: // www.hrc-engr.com

DATE	ADDITIONS AND/OR REVISIONS
01/23/18	MUNICIPAL COMMENTS
DESIGNED	
DRAWN	
CHECKED	
APPROVED	

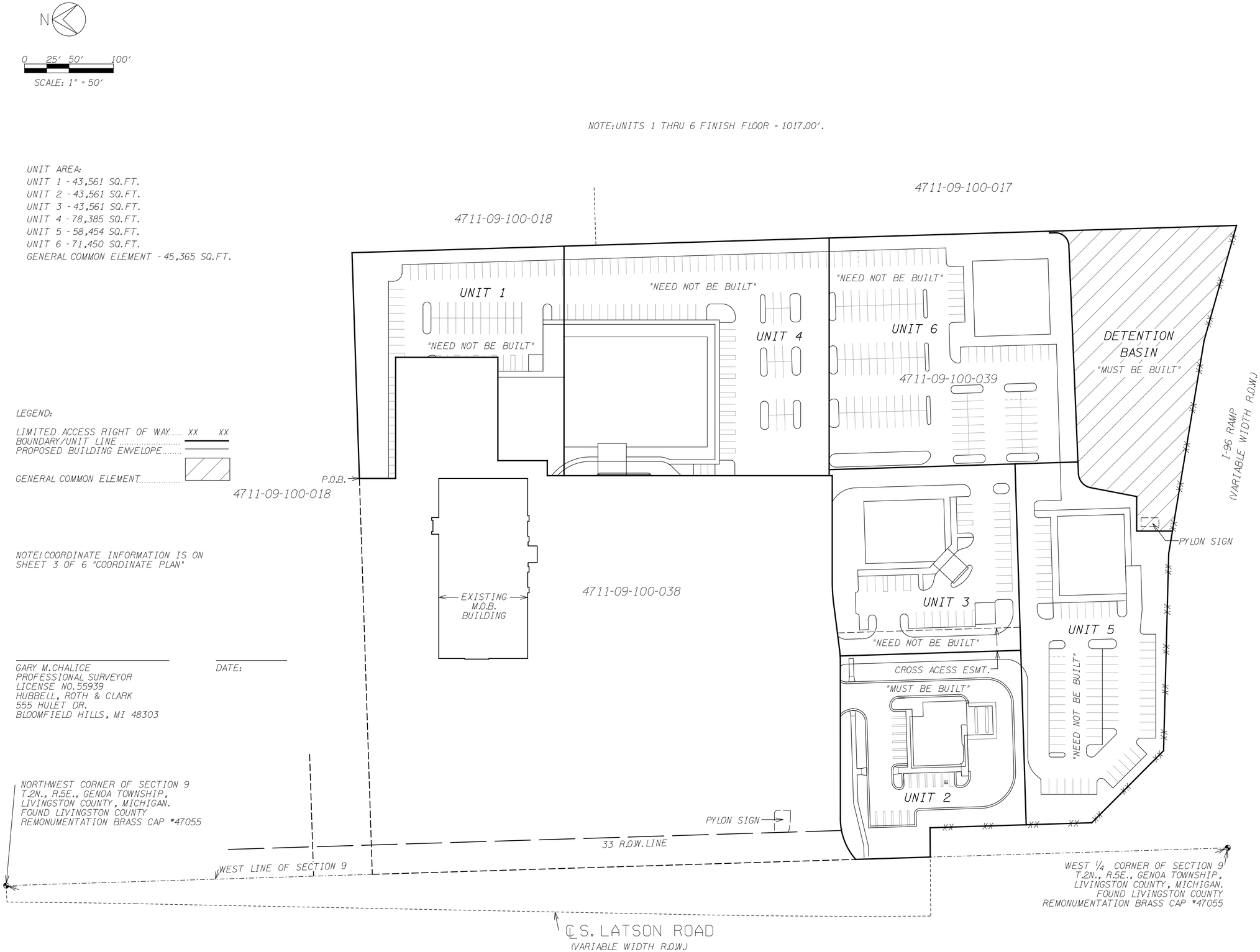
V:\20160\20160030\F\Exhibit_B_C_170412\f160030_f03_C.dgn



GENOA TOWNSHIP MEDICAL COMPLEX CONDOMINIUM

COORDINATE PLAN

HRC JOB NO.	SCALE
20160030	1" = 50'
DATE: JUNE 13, 2017	SHEET NO. 3 OF 6



PROPOSED JANUARY 1, 2018

HRC
HUBBELL, ROTH & CLARK, INC
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555 HULET DRIVE
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DATE	ADDITIONS AND/OR REVISIONS
01/23/18	MUNICIPAL COMMENTS

DESIGNED
DRAWN
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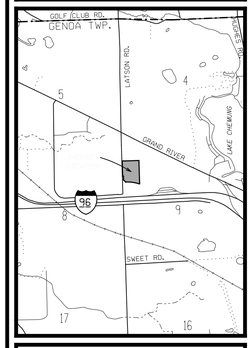
APPROVED

V:\201600\20160030\F\Exhibit_B_C_170412\t160030_f04_C.dgn



GENOA TOWNSHIP MEDICAL COMPLEX CONDOMINIUM

SITE PLAN

HRC JOB NO.	SCALE
20160030	1" = 50'
DATE: JUNE 13, 2017	SHEET NO. 4 OF 6

N

0 25' 50' 100'

SCALE: 1" = 50'

LEGEND

- EX. STORM ..... ST
- PROPOSED STORM ..... ST
- EX. SANITARY ..... SA
- PROPOSED SANITARY ..... SA
- EX. WATERMAIN ..... 8" WM
- PROPOSED WATERMAIN ..... 8" WM
- PROPOSED TELEPHONE, ELECTRIC AND CABLE ..... T E C
- PROPOSED GAS ..... G
- CATCH BASINS ..... CB
- SANITARY MANHOLE ..... SA
- FIRE HYDRANT ..... FH
- GATE & VALVE, & WELL ..... GV

4711-09-100-018

4711-09-100-017

WATERMAIN EASEMENT (PROPOSED)
CROSS ACCESS EASEMENT (PROPOSED)

8" WM

UNIT 1

UTILITIES FOR UNIT 1 "NEED NOT BE BUILT"

UNIT 4

UTILITIES FOR UNIT 4 "NEED NOT BE BUILT"

SA 6"

UNIT 6

UTILITIES FOR UNIT 6 "NEED NOT BE BUILT" EXCEPT AS NOTED!

4711-09-100-039

DECLARATION AND AGREEMENT DETENTION BASIN AREA 2016R-016000 "MUST BE BUILT"

DECLARATION AND AGREEMENT STORM SEWER 2016R-016000

I-96 RAMP (VARIABLE WIDTH R.O.W.)

P.O.B.

4711-09-100-018
25' WD.WATERMAIN ESMT.
2015R-026720/2016R-036019

25' WD.WATERMAIN ESMT.
2015R-026720/2016R-036019

SAN.SEW.ESMT.- 2015R-026720

SA 6"

"MUST BE BUILT"

UNIT 3

EXISTING M.O.B. BUILDING

4711-09-100-038

CROSS ACCESS ESMT.
8" WM
UTILITIES FOR UNIT 3 "NEED NOT BE BUILT" EXCEPT AS NOTED!

25' WD.WATERMAIN ESMT.
2015R-026720/2016R-036019

UNIT 5

UTILITIES FOR UNIT 5 "NEED NOT BE BUILT" EXCEPT AS NOTED!

UNIT 2

T E C

UTILITIES FOR UNIT 2 "MUST BE BUILT"

25' WD.WATERMAIN (BY OTHERS)

33 R.O.W.LINE

NOTE! UTILITY LOCATIONS ARE SHOWN BASED ON ENGINEER DRAWINGS BOSS ENGINEERING JOB NO.15-325

GARY M.CHALICE
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HUBBELL, ROTH & CLARK
555 HULET DR.
BLOOMFIELD HILLS, MI 48303

DATE:

NORTHWEST CORNER OF SECTION 9
T.2N., R.5E., GENOA TOWNSHIP,
LIVINGSTON COUNTY, MICHIGAN.
FOUND LIVINGSTON COUNTY
REMONUMENTATION BRASS CAP #47055

WEST LINE OF SECTION 9

WEST 1/4 CORNER OF SECTION 9
T.2N., R.5E., GENOA TOWNSHIP,
LIVINGSTON COUNTY, MICHIGAN.
FOUND LIVINGSTON COUNTY
REMONUMENTATION BRASS CAP #47055

℄ S. LATSON ROAD
(VARIABLE WIDTH R.O.W.)

PROPOSED FEBRUARY 1, 2018

HRC
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CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
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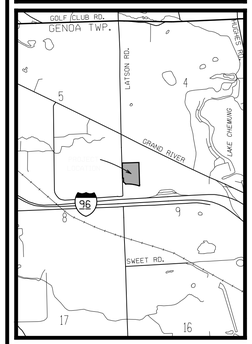
DATE	ADDITIONS AND/OR REVISIONS
01/23/18	MUNICIPAL COMMENTS

DESIGNED
DRAWN
CHECKED
APPROVED

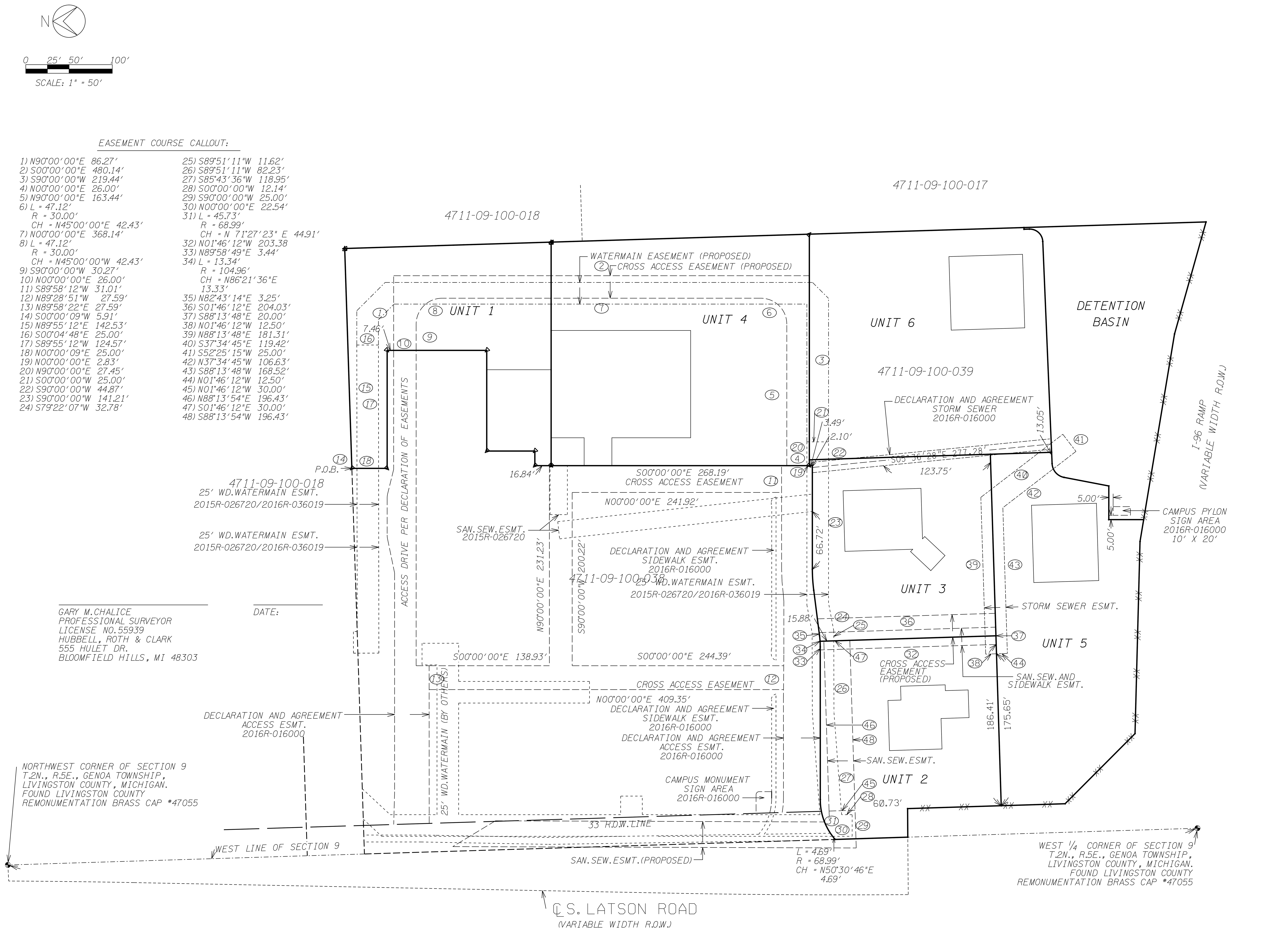
V:\20160\20160030\F\Exhibit_B_C_170412\f160030_f05_C.dgn



GENOA TOWNSHIP MEDICAL COMPLEX CONDOMINIUM

UTILITY PLAN

HRC JOB NO.	SCALE
20160030	1" = 50'
DATE: JUNE 13, 2017	SHEET NO. 5 OF 6



EASEMENT COURSE CALLOUT:

1) N90°00'00"E 86.27'
2) S00°00'00"E 480.14'
3) S90°00'00"W 219.44'
4) N00°00'00"E 26.00'
5) N90°00'00"E 163.44'
6) L = 47.12'
R = 30.00'
CH = N45°00'00"E 42.43'
7) N00°00'00"E 368.14'
8) L = 47.12'
R = 30.00'
CH = N45°00'00"W 42.43'
9) S90°00'00"W 30.27'
10) N00°00'00"E 26.00'
11) S89°58'12"W 31.01'
12) N89°28'51"W 27.59'
13) N89°58'22"E 27.59'
14) S00°00'09"W 5.91'
15) N89°55'12"E 142.53'
16) S00°04'48"E 25.00'
17) S89°55'12"W 124.57'
18) N00°00'09"E 25.00'
19) N00°00'00"E 2.83'
20) N90°00'00"E 27.45'
21) S00°00'00"W 25.00'
22) S90°00'00"W 44.87'
23) S90°00'00"W 141.21'
24) S79°22'07"W 32.78'
25) S89°51'11"W 11.62'
26) S89°51'11"W 82.23'
27) S85°43'36"W 118.95'
28) S00°00'00"W 12.14'
29) S90°00'00"W 25.00'
30) N00°00'00"E 22.54'
31) L = 45.73'
R = 68.99'
CH = N 71°27'23" E 44.91'
32) N01°46'12"W 203.38
33) N89°58'49"E 3.44'
34) L = 13.34'
R = 104.96'
CH = N86°21'36"E
13.33'
35) N82°43'14"E 3.25'
36) S01°46'12"E 204.03'
37) S88°13'48"E 20.00'
38) N01°46'12"W 12.50'
39) N88°13'48"E 181.31'
40) S37°34'45"E 119.42'
41) S52°25'15"W 25.00'
42) N37°34'45"W 106.63'
43) S88°13'48"W 168.52'
44) N01°46'12"W 12.50'
45) N01°46'12"W 30.00'
46) N88°13'54"E 196.43'
47) S01°46'12"E 30.00'
48) S88°13'54"W 196.43'

GARY M.CHALICE
PROFESSIONAL SURVEYOR
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DATE:

PROPOSED FEBRUARY 1, 2018

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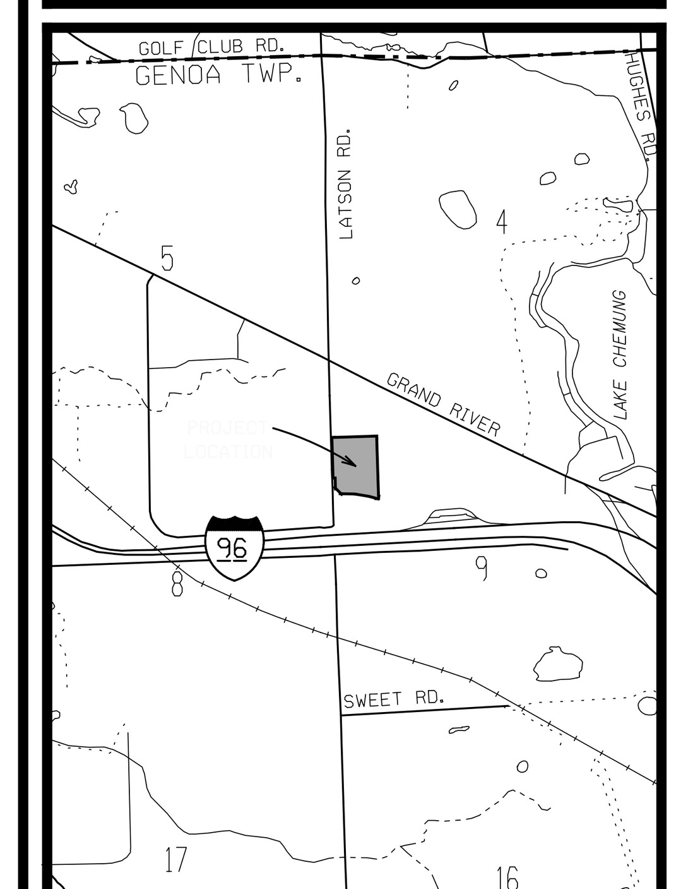
DATE	ADDITIONS AND/OR REVISIONS
12/11/17	ADD. ESMTS. - BY OTHERS
01/23/18	CROSS ACCESS ESMT. UNIT 2-3

DESIGNED
DRAWN
CHECKED
APPROVED

V: \201600\20160030\F\Exhibit_B_C_170412\f160030_f06_C.dgn



GENOA TOWNSHIP MEDICAL COMPLEX CONDOMINIUM

EASEMENT PLAN

HRC JOB NO.	SCALE
20160030	1" = 50'
DATE: JUNE 13, 2017	SHEET NO. 6 OF 6

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