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MASTER DEED
CEDARWOOD MEDICAL COMPLEX
(Act 59, Public Acts of 1978)

This Master Deed is made and executed on this 19th day of December, 1989, by Clinic Building Co., a Michigan limited partnership, hereinafter referred to as the "Developer", whose office is situated at 820 Lester Avenue, St. Joseph, Michigan 49085, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978), 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 By-Laws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B, both of which are hereby incorporated by reference and made a part 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 residential condominium project under the provisions of the Act.

NOW THEREFORE, the Developer does, upon the recording hereof, establish Cedarwood Medical Complex as a condominium project under the Act and does declare that Cedarwood Medical Complex, hereinafter referred to as the "Condominium", the "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 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 Cedarwood Medical Complex, Berrien County Condominium Subdivision Plan No. 63. 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 on Exhibit B hereto. The building contains individual units for commercial purposes and each unit is capable of individual utilization on account of

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having its own entrance from and exit to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to occupy his unit and shall have undivided and inseparable rights to share with other co-owners the use and enjoyment of the common elements, as designed by the 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:

Lot 11, SOUTHTOWN, according to the plat thereof, recorded February 3, 1975, in Volume 22 of Plats, page 42;
TOGETHER WITH easements appurtenant described in Agreement, recorded September 12, 1974, in Liber 983, page 66, Berrien County Records.

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 By-Laws and Rules and Regulations of Cedarwood Medical Complex Condominium Association, Inc., and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer or interests in Cedarwood Medical Complex as a condominium. Wherever used in such documents or any other instruments, the terms set forth below shall be defined as follows:

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

B. The "Association" or the "Association of Co-Owners" means Cedarwood Medical Complex Condominium Association, Inc., a non-profit corporation organized under Michigan law, of which all co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted 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.

C. The "Association By-Laws" means the corporate By-Laws of Cedarwood Medical Complex Condominium Association, Inc., the Association organized to manage, maintain and administer the Condominium.

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D. The "Business Condominium Unit" means a Condominium unit within the Condominium Project, which unit has a sales price of more than Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars and is offered, used or intended to be used for other than residential or recreational purposes. None of the units within the Condominium Project are intended for residential or recreational purposes, however in the event of the subdivision of one or more of the units into additional units, such unit, although intended for business and commercial purposes, may not meet the strict definition of "business condominium unit" as set forth in the Act, and therefore, may be subject to certain requirements of the Act.

E. The "Common Elements", where used without modification, means both the general and limited common elements described in Article IV hereof and as designated on Exhibit B hereto, that being those portions of the Condominium Project other than the Condominium units.

F. The "Condominium By-Laws" means Exhibit A hereto, being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed.

G. The "Condominium Documents" means this Master Deed and Exhibits A and B hereto, recorded pursuant to the Act, and any other instrument referred to in this Master Deed or the Condominium By-Laws which affects the rights and obligations of a co-owner in the condominium project, including Association Articles of Incorporation, the Association By-Laws, and the Association Rules and Regulations.

H. The "Condominium Premises" means and includes the land and the building, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Cedarwood Medical Complex as described above.

I. The "Condominium Project", the "Condominium" or the "Project" means Cedarwood Medical Complex as a Condominium Project established in conformity with the provisions of the Act.

J. The "Condominium Subdivision Plan" means Exhibit B hereto.

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

L. The "Developer" means Clinic Building Co., a Michigan limited partnership, which has made and executed this Master Deed, and its successors, assigns and subsequent grantees.

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M. The "Escrow Agent" means a bank, savings and loan association, or title company, licensed or authorized to do business in this State, and required to hold funds pursuant to Sections 83, 84 and 103b of the Act. An escrow agent may designate a representative to administer escrow funds in the name, and on behalf, of the escrow agent.

N. The "Expandable Condominium" means a condominium project to which additional land may be added in accordance with the Act.

O. The "General Common Elements" means the common elements of the Project other than the limited common elements as designated in Exhibit B hereto.

P. The "Limited Common Elements" means the portion of the common elements reserved in the Master Deed for the exclusive use of less than all of the co-owners as designated in Exhibit B hereto.

Q. The "Master Deed" means this Master Deed, including Exhibits A and B hereto, both of which are hereby incorporated by reference and made a part hereof.

R. The "Percentage of Value" means the percentage assigned to each Condominium unit pursuant to Article V of this Master Deed.

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

T. The "Unit" or the "Condominium Unit" means that portion of the Project defined and intended for separate ownership and use as described in Article V, Paragraph A, of this Master Deed and as designated in Exhibit B hereto.

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

ARTICLE IV

COMMON ELEMENTS

The common elements of the Project described in Exhibit B hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The general common elements are:

1. The land described in Article II hereof.
2. The electrical distribution and wiring network and the appurtenances thereto throughout the Project up to and including the main electrical meter for the Project, the electrical switch box serving all units, up to, but not including, the secondary electrical meter serving Unit 7 up to, but not including the connection points within the electrical switch box for the electrical service serving Units 1, 2, 3, 4, 5, 6, 8, 9, and 10, and the general common element areas of the Project (excluding the parking lot lighting). The general common element lighting expense (excluding the parking lot lighting) shall be determined based upon a formula provided at Article II, Sec. 5, Subsection (a), of the Condominium By-Laws. The intent of this provision is such that the electrical distribution system up through the electrical switching box serving all units, except Unit 7, shall be general common elements; from the electrical lines servicing units from the electrical switching blocks shall be limited common elements to such units; and the electrical wire distribution network serving the general common elements within the Project shall be general common elements.
3. The electrical fixtures and appurtenances thereto, including the wiring network providing service to such fixtures, located within and on the general common elements of the Project as shown on Exhibit B hereto, including but not limited to interior lighting, and exterior security lighting.
4. The electrical distribution and wiring network and the appurtenances thereto for the general common element parking lot. Charges for the electrical lighting for the parking lot are, as of the date of this Master Deed, a separately billed item from Indiana Michigan Power Company.
5. The telephone distribution and wiring network and the appurtenances thereto throughout the Project up to the point of connection with the switching panel or wall panel serving a particular unit.
6. The cold water distribution system and the appurtenances thereto throughout the Project up to the point of connection with, but not including the hot water heater serving a particular unit(s) (in the case of hot water distribution) or up to the point where the pipe breaks the plane of the interior wall of the particular unit(s) served (in the case of cold water distribution).
7. The sanitary sewer system and the appurtenances thereto throughout the Project up to the point where the sanitary sewer pipe breaks the plane of the interior wall of the particular unit served.

8. The natural gas distribution network and the appurtenances thereto throughout the Project up to the point of connection with, but not including, the gas meter serving a particular unit(s).

9. The storm sewer drainage system and appurtenances thereto throughout the Project.

10. The Project sidewalks, walkways, driveways and access ramps as shown on Exhibit B hereto, except those which are designated as limited common elements on Exhibit B hereto.

11. The parking lot areas as shown on Exhibit B hereto, subject to Association rules and regulations assigning reserved parking places to the units in the Project.

12. The foundations and footings, supporting columns, exterior walls and common walls as shown on Exhibit B hereto (including the windows and doors therein), the roofs, the roof framing or trussing, the ceiling/flooring framing, and the ceilings excluding interior ceilings within the limits of ownership as shown on Exhibit B hereto.

13. The lobby areas, stairways and stairwells, hallways and corridors, washrooms, janitor closets, shafts for duct and mechanical, entrances and exits of the building as shown on Exhibit B hereto.

14. The canopy over the main entrance of the Project as shown on Exhibit B hereto.

15. The elevator, elevator lobbies, and elevator machine rooms, excluding the limited common element dumb waiter, as shown on Exhibit B hereto.

16. The mechanical room on the ground level as shown on Exhibit B hereto.

17. The eavestroughs and downspouts, if any, throughout the Project.

18. Such other common elements of the Condominium Project not herein designated as general or limited common elements which are not enclosed in the boundaries of a unit, and which are intended for the common use or are necessary for 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 service. Accordingly, such utility lines, systems, and equipment shall be general common elements only to the extent of the co-owner's interest therein, if any, and the Developer makes

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no warranty whatsoever with respect to the nature or extent, if any.

B. The limited common elements set forth herein shall be appurtenant to the unit or units to which they are attached, adjacent, benefit, or service as shown on Exhibit B hereto unless otherwise provided herein. The use of such limited common elements shall be limited to the owners of such unit or units, their successors and assigns, or their designee. The limited common elements are:

1. The electrical wiring network and appurtenances thereto from and including the secondary electrical meter, plugs, switches, junction boxes and distribution wires, serving a particular unit shall be a limited common element appurtenant to such unit. Based upon the current wiring configuration of the Project, the wiring network serving a unit shall be a limited common element from the internal point of connection in the general common element electrical switch box.

2. The hot water distribution system for a particular unit from and including the hot water heater, piping, water distribution lines and shut-off valves, if any, to the point where the hot water piping breaks the plane of the interior wall of the particular unit served shall be a limited common element appurtenant to such unit.

3. The telephone wiring network from and including the point of connection with the switching panel or wall panel serving a particular unit shall be a limited common element appurtenant to such unit.

4. The gas distribution system and the appurtenances thereto, from and including the gas meter and the distribution pipes contained within the unit walls, up to the point of connection with the apparatus utilizing natural gas within a unit, shall be a limited common element appurtenant to the unit(s) served.

5. The heating and cooling system and the appurtenances thereto shall be a limited common element appurtenant to the unit(s) served.

6. The XF7 step up transformer located in the general common element mechanical room as shown on Exhibit B hereto shall be a limited common element to Unit 7.

7. The MRI dock pad area and the appurtenances thereto as shown on Exhibit B hereto, including but not limited to the MRI trailer pad and drive, the ambulance entrance for MRI utilization, the fence surrounding the MRI pad and ambulance entrance, the dock flaps, inflatable seals, and

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rolling door to access the MRI dock pad, shall be limited common elements to Unit 7.

8. The patio area adjacent to Unit 1 as shown on Exhibit B hereto shall be a limited common element to Unit 2.

9. The dumb waiter and the appurtenances thereto as shown on Exhibit B hereto shall be a limited common element to Units 1 and 4.

10. The shared storage/reception area as shown on Exhibit B hereto shall be a limited common element to Units 9 and 10.

11. The interior surfaces of unit perimeter, and the interior surface of ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the co-owner of such unit.

12. In general, all apparatus and installations which do not exist for the use of all co-owners.

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

1. Except as otherwise provided herein, the costs of maintaining, repairing, and replacing the general and limited common elements of the project shall be borne by the Association, except to the extent of maintenance, repair, or replacement due to the act or neglect of a co-owner or his agent, guest or business invitee, for which such co-owner shall be wholly responsible.

2. The costs of maintaining, repairing, and replacing the limited common elements of the Project shall be borne by the co-owner of the unit to which such limited common element appertain.

3. The costs of decoration, maintenance, and repair of the limits of ownership as described in Article V, Paragraph, of this Master Deed, and as shown on Exhibit B hereto, shall be borne by the co-owner of such unit.

4. Each co-owner shall be responsible for the payments of utilities attributable to his unit.

Any maintenance, repair or replacement, the cost of which is to be borne by the co-owner, may, if not performed by the co-owner, be performed by or under the direction of the Association and the cost may be assessed against the responsible co-owner.

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D. 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.

E. As provided in Article VIII, Section 1(c), of the Condominium By-Laws, the decoration and maintenance of all common elements, except the decoration of those common elements located within a unit, is subject to such written standards as may be established by the Board of Directors or its Environmental Control Committee, if the Board determines to appoint such a Committee.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the Condominium Project is described in this Paragraph with reference to the Condominium Subdivision Plan of Cedarwood Medical Complex as prepared by Wayne C. Hatfield & Associates Architects, 301 State Street, St. Joseph, Michigan 49085. Each unit shall include all that space contained within the interior finished, unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections on Exhibit B hereto and delineated with heavy outlines, but not including any common elements contained therein. Detailed architectural plans for the condominium project will be placed on file with the City of St. Joseph.

B. The "Percentage of Value" means the percentage of value assigned to each Condominium unit in the this Master Deed. The percentage in the Project shall total one hundred (100%) percent in the Project. The percentage of value shall be determinative of each co-owner's undivided interest in the common elements, the proportionate share of each respective co-owner in the proceeds and expenses of the administration and the value of such co-owner's vote at meetings of the Association of co-owners.

The percentages of value allocated to the units may be changed only with the prior written approval of each holder of a first mortgage lien of any unit in the Project and with the unanimous consent of all co-owners expressed in a duly recorded amendment to this Master Deed. Except, however, the project may be expanded pursuant to Article VI, and the percentages thereby altered.

C. The percentage of value assigned to each unit in the Project is based upon size of the respective units. The percentage of value assigned to each unit in the Project is based upon the following formula: The ratio of the square feet of Condominium ownership area for each individual unit to the total square footage of Condominium ownership area for all units. Such formula shall exclude that square footage assigned to general and

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limited common condominium area. For purposes of the calculation of this formula, the total square footage of Condominium ownership area is 50,224 square feet.

Therefore, as to the initial phase, the percentages of value shall be as follows:

<u>Unit No.</u>	<u>Square Footage of Unit</u>	<u>Unit Percentage of Value</u>
Unit 1	4,506	8.9%
Unit 2	3,023	6.0%
Unit 2A	1,409	2.8%
Unit 3	6,770	13.5%
Unit 4	4,782	9.5%
Unit 4A	354	.7%
Unit 5	3,276	6.5%
Unit 6	1,908	3.8%
Unit 7	6,760	13.5%
Unit 8	537	1.1%
Unit 9	4,026	8.0%
Unit 10	5,558	11.1%
Unit 11	7,315	14.6%
Total	50,224	100.0%

ARTICLE VI

SUBDIVISION OF CONDOMINIUM

A. Reservation of Right to Subdivide Certain Condominium Units. Pursuant to Section 49 of the Act, the Developer, for itself, its successors and assigns, and subsequent grantees, does hereby reserve the right to subdivide all condominium units; provided, however, that no unit created to this provision shall be less than one thousand four hundred (1,400) square feet in total area not including general and limited common elements.

B. Application for Subdivision of Condominium Unit. If the co-owner of a Condominium unit which may be subdivided desires to subdivide the Condominium unit, then the principal officer of the Association shall, upon written application of the co-owner, prepare and execute an amendment to the Master Deed duly subdividing the Condominium unit pursuant to the the Condominium documents and the Act.

C. Amendment to the Master Deed. Amendment to the Master Deed shall assign new identifying numbers to the new Condominium units created by the subdivision of a Condominium unit and shall allocate to those Condominium units, on a pro rata basis, all of the undivided interest in the common elements appertaining to the Condominium unit prior to its subdivision. The new Condominium units shall jointly share all rights and shall be equally liable, jointly and severally, for all obligations with regard to any limited common elements assigned to the subdivided Condominium unit except to the extent that an amendment shall provide that

portions of any limited Condominium unit assigned to the subdivided Condominium unit exclusively should be assigned to any, but less than all, of the new Condominium units.

D. Amendment to the Condominium By-Laws. In the event a Condominium unit is subdivided pursuant to this Article VI, an amendment to the Condominium By-Laws shall allocate to the new Condominium units, on a pro rata basis, the vote in the Association allocated to the Condominium unit prior to subdivision, and shall reflect a proportionate allocation to the new Condominium units for the liability for expenses of administration and rights to receipts of administration formally pertaining to the subdivided Condominium unit.

ARTICLE VII

EASEMENTS

A. Easements for Maintenance and Related Matters. If all or any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling, or moving of a foundation due to surveyors, construction deviations, reconstruction, replacement, renovation, or repair, reciprocal easements respectively benefiting and burdening each such unit or common element shall exist for the maintenance of such encroachment so long as such encroachment exists, and for the maintenance thereof after rebuilding in the event of any destruction.

There shall also be permanent easements to, through, over, under, and across the condominium premises, including all units for the following:

1. For the maintenance and repair (including replacement) of common elements, which easement shall be administered by the Association.

2. As may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Condominium Project, including but not necessarily limited to, light, power, cable television, water, sanitary sewer, and communications.

Every portion of a unit which contributes to the structural support of other units or of common elements shall be burdened with an easement of structural support for the benefit of the other units and common elements.

B. Easements Retained by the Developer. The Developer retains for the benefit of itself, its successors and assigns and representatives of the City of St. Joseph and any utility company and to the burden of the Condominium premises, the right to enter the Condominium Project and do all the things necessary to install, maintain, repair, replace, or inspect utility facilities within the purview of their responsibilities.

C. Other Project Easements.

1. Easement in favor of Indiana & Michigan Electric Company (now known as Indiana Michigan Power Company), an Indiana corporation, dated February 23, 1971, recorded March 12, 1974, in Liber 971, page 335, Berrien County Records, for underground wires and associated equipment.

2. Terms and conditions of Agreement between Twin City Medical Clinic of Southwestern Michigan, P.C., a Michigan professional corporation, and Progressive Realty, Inc., a Michigan corporation, dated March 16, 1974, recorded April 30, 1974, in Liber 974, page 320, Berrien County Records, for parking, drainage, and easement for ingress and egress.

3. Agreement between Cedarwood Medical Center, P.C., a Michigan professional corporation, and Clinic Building Co., a Michigan limited partnership, and Odell Enterprises, Inc., a Michigan corporation, dated August 13, 1982, recorded December 19, 1982, in Liber 1174, page 1082, Berrien County Records, for ingress, egress and parking.

ARTICLE VIII

AMENDMENT

A. Amendments Which Do Not Materially Alter or Change Rights. The Developer retains for itself, its successors or assigns, or the Condominium Association, the right to amend the Condominium documents without the consent of the co-owners or mortgagees if such amendment does not materially alter or change the rights of a co-owner or mortgagee.

B. Amendments Which Materially Alter or Change Rights. Except as provided elsewhere in this Article VIII, the Master Deed, Condominium By-Laws and Condominium Subdivision Plan may be amended with the consent of not less than sixty-six and two-thirds (66-2/3%) percent of the votes of co-owners in value and mortgagees. A mortgagee shall have one vote for each mortgage held.

C. Amendments Changing Percentage of Value. The method or formula used to determine the percentage or value of units within the project as provided in Article V, Paragraph C, above 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 such co-owner's consent.

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D. Termination. Except as provided in Section 50 of the Act, the Condominium Project may not be terminated, vacated, revoked, or abandoned without the written consent of eighty (80%) percent of all co-owners.

E. Articles Not Subject to Amendment. Article II, Legal Description; Article IV, Common Elements; Article V, Unit Description and Percentage of Value; Article VI, Subdivision of Condominium Units; Article VII, Easements; and Article VIII, Amendment; shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer, its successors or assigns, and so long as the Developer, its successors or assigns, continues to own a unit(s) in the Condominium Project.

F. Notice of Amendment. Co-owners and mortgagees shall be notified of proposed amendments under this Article not less than ten (10) days before the amendment is recorded.

G. Effective Date of Amendment. Amendment to the Condominium documents shall not be effective until such amendment is recorded. A copy of such recorded amendment shall be delivered to each co-owner of a unit within the Project.

H. Cost of Amendment. A person causing or requesting an amendment to the Condominium documents shall be responsible for the cost and expenses of such amendment, except for amendments based upon a vote of a prescribed majority of co-owners and mortgagees or based upon the advisory committee's decision, the cost of which shall be considered expenses of the administration.

ARTICLE IX

MUST BE BUILTS

The improvements set forth on Exhibit B hereto constitute "must be builds" requiring the retention of funds in escrow pursuant to Section 103b of the Act upon the closing of unit sales.

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ARTICLE X

CONTROLLING LAW

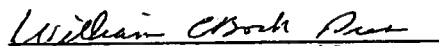
The provisions of the Act and the other laws of the State of Michigan shall be applicable to this Master Deeds and its attachments and all activities related thereto.

"DEVELOPER"


CLINIC BUILDING CO.

CEDARWOOD BUILDINGS, INC.,
Partner


KAREN STUBELT


WILLIAM C. BOCK, President

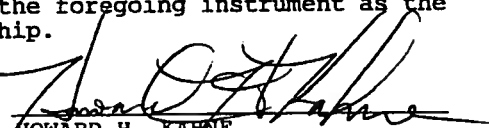
TCMC CORP., Partner


JOYCE SWISHER


WILLIAM C. BOCK, President

STATE OF MICHIGAN)
) ss.
COUNTY OF BERRIEN)

On this 19th day of December, 1989, before me, a Notary Public in and for said County, personally appeared WILLIAM C. BOCK, President of Cedarwood Buildings, Inc., a Michigan corporation, and President of TCMC Corp., a Michigan corporation, partners of Clinic Building Co., a Michigan limited partnership, who acknowledged the execution of the foregoing instrument as the free act and deed of said partnership.


HOWARD H. KAHNE
Notary Public
Berrien County, Michigan
Commission expires: 07/31/90

CONSENT OF MORTGAGEE

The undersigned as Mortgagee pursuant to a Mortgage dated July 7, 1989, recorded July 7, 1989, in Liber 1386, page 649, Berrien County Records does hereby consent to the recording of the Master Deed for Cedarwood Medical Complex. The undersigned agrees to partially release and discharge its Mortgage lien in connection with units in said condominium at such time as the same are conveyed to purchasers thereof and upon satisfaction of the terms of said Mortgage.

IN WITNESS WHEREOF, the undersigned executes this Consent of Mortgagee.

Dated: December 20, 1989

INTER-CITY BANK

Debbie Shumake
DEBBIE SHUMAKE

J. M. Behlen
JAMES M. BEHLEN
Senior Vice President

Howard H. Kahne
HOWARD H. KAHNE

STATE OF MICHIGAN)
) ss.
COUNTY OF BERRIEN)

On this 20th day of December, 1989, before me, a Notary Public in and for said County, appeared JAMES M. BEHLEN, to me personally known, who, being by me duly sworn, did for himself say that he is the Senior Vice President of Inter-City Bank, the corporation named in and which executed the within instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

Howard H. Kahne
HOWARD H. KAHNE
Notary Public
Berrien County, Michigan
Commission expires: 7-31-90

PREPARED BY:
HOWARD H. KAHNE, of
FETTE, DUMKE & PASSARO, P.C.
720 State Street, P.O. Box 890
St. Joseph, Michigan 49085
Telephone: (616) 983-0755

I HEREBY CERTIFY, that there are no Tax Liens or fines now by the State or any individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection. Also except, Deferred Special Assessments, if any, under Act No. 225, Public Acts of 1976, as amended.

Date DEC 21 1989
No. 64476

Carol Stokman

RECORDED

DEC 21 9 42 AM '89

Berrien County
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

EXHIBIT A
CONDOMINIUM BY-LAWS
CEDARWOOD MEDICAL COMPLEX

ARTICLE I
ASSOCIATION OF CO-OWNERS

SEC. 1. ESTABLISHMENT OF ASSOCIATION. Cedarwood Medical Complex, a commercial condominium project located in the City of St. Joseph, Berrien County, Michigan shall 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 By-Laws; the Articles of Incorporation, By-Laws, 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.

SEC. 2. COMPLIANCE. All present and future co-owners, mortgagees, lessees, and all other persons who may in any manner use, enter upon or acquire any interest in the condominium premises or any unit in the condominium project, shall be subject to and comply with the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended); the Master Deed; the Condominium By-Laws; and the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association, including, but not necessarily limited to, any provision thereof, pertaining to the use and operation of the condominium premises and the property of the condominium project. The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease, or the act of occupancy of a unit, or presence in the condominium shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

SEC. 3. PURPOSE. These By-Laws govern the general operation, maintenance, administration, use and occupancy of the condominium, and all such activities shall be performed in accordance with the provisions hereof.

SEC. 4. MEMBERSHIP AND VOTING. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

- (a) Each co-owner of a unit in the condominium project, present and future, shall be a member of the

association during the term of such ownership; and no other persons or entities shall be entitled to membership.

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

(c) Except as limited in the Master Deed, and in these By-Laws, each owner shall be entitled to one (1) vote for each condominium 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 unit 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) No co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the condominium project to the Association. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in Subsection (e) below or by a proxy given by such individual representative. The Developer shall be entitled to vote for each unit which it owns and with respect to which it is paying assessments as provided in Article II, Sec. 8 of these By-Laws.

(e) If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit and to receive all notices and other communications from the Association shall be designated by a notice signed by all the record owners of the unit and filed with the Secretary of the Association. Such notice shall state the name and address of the individual representative designated, the number or numbers of the condominium unit or units owned by the co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the co-owner. Such notice shall be signed and dated by the co-owner. All notices shall be valid until revoked, until superseded by subsequent notices, or until a change occurs in the record ownership of the unit concerned. The Developer shall, at any meeting, be entitled to cast a vote on behalf of each unit it owns without submitting any proof of ownership.

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Article I, Sec. 9. Other meetings may be provided for in the By-Laws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate By-Laws of the Association, shall

be given to each co-owner by the mailing of the same to each individual representative designated by a co-owner pursuant to Subsection (e) above.

(g) The presence in person or by proxy of eighty (80%) percent in value and number 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 or any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) Votes may be cast in person or by 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) At any meeting of the members at which a quorum is present, 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. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.

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

SEC. 5. ASSOCIATION BOOKS AND RECORDS. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the co-owners. Such accounts and all other Association records shall be open for inspection by the co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each co-owner at least annually a financial statement, the contents of which shall be defined by the Association. The books of account shall be examined at least annually by qualified independent accountants; provided, however, that such accountants need not be certified public accountants nor does such examination need to be a certified audit. Any institutional holder of a first mortgage lien on any unit in the condominium shall be entitled to receive a copy of the examination report within ninety (90) days following the end of the Association's fiscal year upon request therefore. The costs

of any such examination and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the project, any amendments thereto and all other condominium documents and shall permit all co-owners, prospective purchasers and prospective mortgagees interested in the project to inspect the same during reasonable hours.

SEC. 6. BOARD OF DIRECTORS. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association By-Laws.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the condominium documents or required thereby to be exercised and done by the co-owners. In addition to the foregoing general duties imposed by these By-Laws, 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 By-Laws, 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 general and limited common elements thereof.

(2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

(5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium project.

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage, grant easements, 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 or any of the purposes of the Association, including (but without limitation) the

purchase of a unit of the condominium for use by a resident manager.

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, 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 seventy-five (75%) percent or more of all of the members of the Association in number.

(8) To make rules and regulations in accordance with Article VIII, Sec. 1, Subsection (j), of these By-Laws.

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

(10) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for unit co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(11) To enforce the provisions of the condominium documents.

(b) 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 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 Article I, Sec. 6, Subsection (a), 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. In no event shall the Board 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 years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party.

A service contract which exists between the Association of co-owners and the Developer or affiliates of the Developer and a management contract with the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association of co-owners on the transitional control date or within ninety (90) days thereafter, with or without cause and on thirty (30) days notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the transitional control date, the excess period under the contract may be voided by the Board of Directors of the Association of co-owners by notice to the management agent at least thirty (30) days before the expiration or the one (1) year.

(c) All of the actions (including, without limitation, the adoption of these By-Laws 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.

SEC. 7. ASSOCIATION OFFICERS. The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the condominium documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than ninety (90%) percent or more of all co-owners in number and in value.

SEC. 8. INDEMNIFICATION. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and

reimbursement as being in the best interest of the corporation. 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 any payment approved by the Board of Directors pursuant to this indemnification clause, the Board of Directors shall give notice of the Board's intent to make such payment to the unit co-owners.

SEC. 9. FIRST ANNUAL MEETING. The first annual meeting of the members of the Association shall be convened by the Developer within thirty (30) days after the closing of Unit 7 to Mercy-Memorial Medical Center, Inc.

ARTICLE II

ASSESSMENTS

SEC. 1. PERSONAL PROPERTY. The Association shall be assessed as the person or entity in possession of any tangible personal property of the condominium owned or possessed in common by the co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

SEC. 2. COSTS AND RECEIPTS IN COMMON. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the common elements or the administration of the condominium project shall constitute expenditures affecting the administration of the project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the co-owners against liabilities or losses arising within, caused by, or connected with the common elements or the administration of the condominium project shall constitute receipts affecting the administration of the condominium project, within the meaning of Section 54(4) of the Act.

SEC. 3. DETERMINATION OF ASSESSMENT. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the condominium project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Article II, Sec. 4, below rather than of special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. The minimum standard required by this Section may prove to be inadequate for this

particular project. 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. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each co-owner and the 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 the liability of any co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors,

(1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the condominium,

(2) to provide replacements of existing common elements,

(3) to provide additions to the common elements not exceeding \$2,500 annually for the entire project, 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.

(b) Special assessments, in addition, to those required in Article II, Sec. 3, Subsection (a) above, may be made by the Board of Directors from time to time and approved by the co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to:

(1) Assessments for additions to the common elements of a cost exceeding \$2,500 per year for the entire project;

(2) Assessments to purchase a unit upon foreclosure of the lien for assessments described in Article II, Sec. 6 hereof; or

(3) Assessments for any other appropriate purpose not elsewhere herein described.

Special assessments referred to in this Article II, Section 3, Subsection (b), [but not including those assessments referred to in Article II, Section 3, Subsection (a), above which shall be levied in the sole discretion of the Board of Directors] shall not be levied without the prior approval of

more than seventy-five (75%) percent or more of all co-owners in value and in number.

SEC. 4. LEVEL ASSESSMENT AND METHOD OF PAYMENT. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage or value allocated to each unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a unit. Annual assessments as determined in accordance with Article II, Sec. 3, Subsection (a), above shall be payable by co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to 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 bear interest at the maximum legal rate until paid in full. Each co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his unit which may be levied while such co-owner is the owner thereof.

SEC. 5. ASSESSMENT FOR UTILITIES. With regard to the utilities serving the project, the following shall apply:

(a) Electric. The project is served by one (1) electrical meter for the incoming electrical service, and as of the date hereof, only Unit 7 is metered by a secondary electrical meter. Thus, one (1) electrical bill will be received, and Unit 7 shall pay its pro rata share of such electrical bill based upon the readings of said secondary meter.

With respect to the general common element lighting as set forth in Article IV, Paragraph A, of the Master Deed, such lighting shall be an expense of administration, and shall be calculated based upon the following formula:

(1) The total light wattage of the general common element lighting multiplied by the standard hours of usage; and

(2) The result of Subparagraph (1) multiplied by the then-current kilowatt per hour charge of the power company supplying such electrical service to the project; and

(3) The result of Subparagraph (2) shall be allocated among the units in the project based upon the percentage of value set forth in Article V of the Master Deed.

The formula set forth above shall be subject to change based upon changes in the standard hours of operation of a unit(s) within the project necessitating extended hours for common area lighting.

With respect to those units in the project for which the electric is not secondarily metered, the electrical charge for such unit shall be calculated as follows:

(1) The total electrical bill for the project less the portion of such electrical bill chargeable to the unit(s) which is/are secondarily metered and the portion of the electrical bill chargeable to the general common element lighting as set forth above; and

(2) The result of Subparagraph (1) shall be allocated among the units which are not secondarily metered based upon their respective pro rata square footage of ownership.

(b) Gas. As of the date hereof, the project is served by two (2) gas meters. One (1) gas meter is solely for the gas used by Unit 7. The remaining gas meter serves the general common elements and the remaining units of the project.

For the purpose of allocating the gas bill serving the general common elements and the remaining units of the project, such bill shall be allocated as follows:

(1) The total gas bill shall be divided between the respective units and the general common elements pro rata based upon their respective square footages; and

(2) The portion of the gas bill attributable to the general common elements shall be allocated between all units in the project based upon the percentage of value set forth in Article V of the Master Deed; and

(3) The remaining portion of the gas bill shall be allocated amongst the non-secondarily metered units pro rata based upon their respective square footages of condominium ownership.

(c) Water and Sanitary Sewer. The water and sanitary sewer service to the project has one (1) meter. The water and sanitary sewer charges for the project shall be allocated between all the units of the project based upon their respective percentage of value as set forth in Article V of the Master Deed.

SEC. 6. NO EXEMPTION FROM ASSESSMENT. No co-owner may exempt himself from liability for his contribution toward the

expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.

SEC. 7. COLLECTION OF ASSESSMENT. Sums assessed to a co-owner by the Association which are unpaid constitute a lien upon the unit or units in the project owned by the co-owner at the time of the assessment. The priority of such liens on a co-owners unit or units shall be determined pursuant to Section 108 of the Act. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each co-owner, and every other person who from time to time has any interest in the project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each co-owner and every other person who from time to time has any interest in the project, shall be deemed to have authorized and empowered the Association to pursue such legal or equitable remedies as may be authorized by statute, Master Deed, or the Condominium By-Laws to enforce and collect Association assessments. Each co-owner of a unit in the project acknowledges that at the time of acquiring title to such unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for non-payment of assessments and a hearing on the same prior to the sale of the subject unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment 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:

- (a) The affiant's capacity to make the affidavit;
- (b) The statutory and other authority for the lien;
- (c) The amount outstanding (exclusive of interest, costs, attorney fees and future assessments);
- (d) The legal description of the subject unit(s); and

(e) The name(s) of the co-owner(s) of record.

Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event 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 attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default and shall be secured by the lien on his unit. In the event of default by any co-owner in the payment of any installment of the annual assessment levied against his 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. The Association also may discontinue the furnishing of any utilities, or other services to a co-owner in default upon seven (7) days written notice to such co-owner of its intention to do so. A co-owner in default shall not be entitled to utilize any of the general common elements of the project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the co-owner thereof or any persons claiming under him.

SEC. 8. LIABILITY OF MORTGAGEE FOR DELINQUENT ASSESSMENTS IN THE EVENT OF FORECLOSURE. Pursuant to Section 58 of the Act and notwithstanding any other provisions of the condominium documents, if the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure or by deed (or assignment) in lieu of foreclosure, such first mortgage, such person, its successors and assigns, is not liable for the assessments by the Association chargeable to the unit which became due prior to the acquisition of title to the unit by such person. The unpaid assessments are deemed to be common expenses collectible from all of the condominium unit owners, including such person(s), their successors and assigns.

SEC. 9. DEVELOPER'S LIABILITY FOR ASSESSMENTS. The Developer shall be responsible for payment of the full monthly Association assessment for each unit owned by it. Except however, the Developer shall not be liable for the full monthly association assessment with respect to those units for which no occupancy permit is issued. With respect to units without an occupancy permit, the Developer shall be responsible to pay a proportionate share of the Association's current expenses of

administration which actually benefit the total condominium project actually incurred. A sum equivalent to ten (10%) percent of the amount owed by the Developer pursuant to the preceding sentence will be added to such amount in order that the minimum ten (10%) percent reserve requirement is met. Such expenses of administration shall include but not be limited to the following: legal and accounting fees, liability insurance, first year taxes, roadway and parking lot maintenance including snow removal, grounds maintenance, common element utilities, insurance on units owned by the Developer, current maintenance expenses and any liability arising within, caused by, or connected with the common elements or the administration of the condominium project.

SEC. 10. REAL ESTATE TAXES. Special assessments and property taxes shall be assessed against the individual condominium units identified as units in the Condominium Subdivision Plan and not on the total property of the project or any other part of the project, except for the year in which the condominium project was established subsequent to tax day, i.e. December 31 of the prior calendar year. In such case, each unit shall be assessed a percentage of the total bill for such taxes upon the percentage of value allocated to such unit in the Master Deed; and the owners thereof shall reimburse the Association for such unit share of the tax bill within ten (10) days after they have been tendered a statement therefor.

Special assessments and property taxes in any year in which the project was an established condominium project on tax day shall be assessed against the individual condominium units, notwithstanding any subsequent vacation of the condominium project.

Special assessments and property taxes which become a lien against the property in the year subsequent to the establishment of the condominium project shall be expenses of administration of the project paid by the co-owners to the assessments provisions of the condominium documents.

Notwithstanding the above, if the condominium project is established by the recording of the Master Deed prior to December 31, 1989, no taxes or assessments shall be assessed against Units _____ (those units in the new addition) since no part of such units was on the ad valorem tax role on December 31, 1988, the tax day for calendar year 1989 ad valorem real estate taxes.

SECTION 11. CONSTRUCTION LIENS. The following provision shall control the circumstances under which construction liens (mechanics liens) may be applied against the condominium or any unit thereof:

(a) Except as provided below a construction lien for work performed on a condominium unit or upon limited common element may attach only to the unit upon which the work was performed or to which the limited common element was appurtenant;

(b) A construction lien for work authorized by the Developer or principal contractor and performed upon the common elements may attach only to units owned by the Developer at the time of recording of the statement of account and lien;

(c) A construction lien for work authorized by the Association of co-owners may attach to each unit only to the proportionate extent that the co-owner of the unit is required to contribute to the expenses of administration as provided by the condominium documents;

(d) A construction lien may not arise or attach to a unit for work performed on the common elements not contracted by the Developer or the Association of Co-owners.

If a co-owner is advised or otherwise learns of a purported construction lien contrary to the foregoing he shall immediately notify the Board of Directors. Upon learning of the purported mechanic's lien, the Board shall take appropriate measures to remove any cloud on the title of units improperly affected thereby.

SEC. 12. STATEMENT OF UNPAID ASSESSMENTS.

(a) Pursuant to Section 111 of the Act, the purchaser or grantee of any condominium unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments, whether regular or special, against the seller or grantor. A written statement shall be furnished by the Association upon written request accompanied by a copy of the executed purchase agreement pursuant to which the purchaser or grantee holds right to acquire the unit.

In the event the purchaser or grantee shall request such written statement, the purchaser or grantee shall not be liable for, nor is the condominium unit conveyed or granted subject to a lien for any unpaid assessments against the seller or grantor in excess of the amount set forth in the written statement.

Unless the purchaser or grantee requests such a written statement from the Association at least five (5) days before closing of the sale, the purchaser or grantee shall be liable for any unpaid assessments against the condominium unit together with interest, costs, and attorney fees incurred in the collection thereof.

(b) Upon the sale or conveyance of a condominium unit, all unpaid assessments against a condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

(1) Amounts due the State, or any subdivision thereof, or any municipality for taxes and special assessments paid on the condominium unit; and

(2) Payment due on their first mortgage having priority thereto.

ARTICLE III

ARBITRATION

SEC. 1. SUBMISSION TO ARBITRATION. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the condominium documents or the management agreement, if any; or any disputes, claims or grievances arising among or between co-owners, or between co-owners and the Association, or between the Association and the management company, shall upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

The arbitrator may be either an attorney acceptable to both parties or a panel of three (3) individuals, at least one of whom shall be an attorney. The panel shall be composed of one individual appointed by the co-owner and one individual appointed by the Board of Directors of the Association. These two (2) panels will then promptly agree on the third member of the panel. No co-owner may appoint himself or a member of this household to the panel, nor may a co-owner serve on behalf of the Board.

Cost of the arbitration shall be borne by the losing party to the arbitration. The arbitrator may require a reasonable deposit to insure payment of costs. Such deposit shall be placed in escrow in the name of the arbitrator as Trustee or in the name of the matter at issue.

SEC. 2. LEGAL REMEDY NOT FORECLOSED. No co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

SEC. 3. EFFECT OF ELECTION. Election by co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts. Any appeal from an arbitration award shall be deemed a statutory appeal.

ARTICLE IV

INSURANCE

SEC. 1. INSURANCE COVERAGES. The Association shall at a minimum carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of the condominium project, and such insurance (other than title insurance) as the

Association may deem to be reasonable and necessary. Insurance carried by the Association shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within such owner's unit or elsewhere on the project common elements; for his personal liability for occurrences within his unit or on the condominium limited common elements appurtenant to his unit; and also for business interruption expense in event of fire. THE ASSOCIATION SHALL HAVE ABSOLUTELY NO RESPONSIBILITY FOR OBTAINING SUCH COVERAGE. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any co-owner or the Association. Subject to the provisions of Article V, Sec. 4, the Association and each co-owner hereby waive, each as to the other, any right of recovery for losses recovered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any co-owner and vice versa.

(b) All common elements of the condominium project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls, excluding wall covering, within any unit and the pipes, wires, conduits, and ducts contained therein.

(c) Public liability insurance shall be carried in such limits as the Board may from time to time determine appropriate, and shall cover the Association, each member, director, and officer thereof and any managing agent. Except, however, the Board of Directors shall, at a minimum, secure public liability insurance in the sum of \$_____ for the Association.

(d) All premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

(e) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the

co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the condominium shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring or reconstruction shall be applied for such insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the project unless all of the institutional holders of first mortgages on units and all co-owners, in the project have given their prior written approval.

(f) Insurance carried by the Association shall, to the extent possible, provide for cross coverage of claims by one insured against another.

SEC. 2. APPOINTMENT OF THE ASSOCIATION. Each co-owner, by ownership of a unit in the condominium project, shall be deemed to appoint the Association as his 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 and workmen's compensation insurance, if applicable, pertinent to the condominium project, his 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 on 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 interests 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 V

RECONSTRUCTION OR REPAIR

SEC. 1. RECONSTRUCTION AND REPAIR. If any part of the condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) If a common element or unit is damaged, such property shall be rebuilt or repaired if any condominium unit is tenable, unless the members unanimously vote that the condominium shall be terminated, and each holder of a mortgage lien on any condominium unit has given its prior written approval of such termination.

(b) If the condominium is so damaged that no unit is tenable, and if each holder of a mortgage lien on any unit

in the condominium has given its prior written approval to the termination of the condominium, the damaged property shall not be rebuilt and the condominium shall be terminated, unless eighty (80%) percent or more of the members in value and in number agree to reconstruct by vote or in writing within ninety (90) days after the destruction.

SEC. 2. MANNER OF RECONSTRUCTION AND REPAIR. 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 eighty (80%) percent or more of the co-owners shall decide otherwise.

SEC. 3. NOTIFICATION OF MORTGAGEES. In the event of substantial damage or destruction of any unit or any part of the common elements of the project, the Association shall promptly notify each holder of a first mortgage lien of the units in the project.

SEC. 4. CO-OWNER REPAIR RESPONSIBILITY. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures and items deemed to be the responsibility of the individual member by Article IV, Paragraph C, of the Master Deed. In the event 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 Article V, Sec. 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, without any change to the obligations set forth in this Article V, Sec. 4.

SEC. 5. ASSOCIATION REPAIR RESPONSIBILITY. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to a unit caused by 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.

SEC. 6. INSURANCE PROCEEDS. Any insurance proceeds received, whether by the Association or co-owner shall be for the construction or repairs required by these By-Laws. 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, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to paid the estimated or actual cost of repair. Such assessments shall be levied in the same manner as the regular monthly assessments as set forth in Article II, Sec. 3, hereof.

ARTICLE VI

EMINENT DOMAIN

SEC. 1. AUTHORITY OF ASSOCIATION TO NEGOTIATE. 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 shall be subject to approval by seventy-five (75%) percent or more of co-owners in number and by value and such approval shall then be binding upon all co-owners.

SEC. 2. ALLOCATION OF AWARD. In the event of any taking of an entire unit by eminent domain, the award for such taking shall be paid to the owner of such unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the condominium project. The undivided interest in the common elements belonging to the co-owner whose unit has been taken shall hereinafter appertain to the remaining units including those restored or reconstructed under the provisions of this Article VI. In the event that any condemnation award shall become payable to any co-owner whose unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the co-owner and his mortgagee, as their interests may appear. If only a part of any unit is taken, the Association shall, if practical, rebuild or re-establish using the award, the unit to the extent necessary to make it usable and remit the balance of the condemnation proceeds pertinent to such unit to the owner and mortgagee thereof as their interest may appear.

SEC. 3. TAKING OF COMMON ELEMENTS. If there is a taking of any portion of the Condominium other than any unit, the proceeds thereof shall be paid to the Association, and shall be used as follows:

- (a) An affirmative vote of more than fifty (50%) percent of the co-owners in number and in value shall determine whether to rebuild, repair or replace that portion of the common elements so taken or take such other action as they deem appropriate; or

(b) If no such affirmative vote is obtained, the condemnation proceeds shall be remitted to the co-owners and their mortgagees, as their interests may appear, in proportion to their respective percentages of value as set forth in Article V of the Master Deed.

SEC. 4. CONTINUATION OF PROJECT. In the event the condominium project continues after taking by eminent domain, then the remaining portion of the condominium project shall be re-surveyed and the Master Deed amended accordingly, and, if any unit shall have been taken, then Article V the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining co-owners based upon the continuing value of the condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owner, but only with the prior written approval of all holders of first mortgage liens on individual units in the project.

SEC. 5. NOTIFICATION OF MORTGAGEES. In the event any unit in the condominium, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the units in the condominium.

SEC. 6. REASSIGNMENT OF COMMON ELEMENTS. If the taking of a portion of a condominium unit makes it impracticable to rebuild the partially taken unit to make it useable, the entire undivided interest in the common elements appertaining to that condominium unit shall henceforth appertain to the remaining condominium units, being allocated to them in a proportion of their undivided respective individual interest in the common elements. The remaining portion of the condominium unit shall thenceforth be a common element.

SEC. 7. FUTURE EXPENSES OF ADMINISTRATION. Votes in the Association of co-owners and liability for future expenses of administration appertaining to a condominium unit taken or partially taken (as provided in SEC. 6 hereof) by eminent domain shall thenceforth appertain to the remaining condominium units being allocated to them in proportion to their relative voting strength in the Association.

ARTICLE VII

PRIORITY OF MORTGAGEES

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 VIII

RESTRICTIONS

SEC. 1. ESTABLISHMENT OF RESTRICTIONS. In order to provide for congenial occupancy of the condominium, and for the protection of the value of the units, the use of the condominium property shall be subject to the following limitations:

(a) No unit in the condominium shall be used for other than commercial purposes and the common elements shall be used for purposes consistent with the use for commercial offices.

(b) The co-owner may lease his unit for the same purposes set forth in Article VIII, Sec. 1, Subsection (a), provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the same manner as specified in Article IX. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, and be subject to all of the provisions of the condominium documents. The Developer may lease any number of units in the condominium in its discretion.

(c) No co-owner shall make alterations in exterior appearance or make structural modifications to his unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors or its Environmental Control Committee, including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to common element walls between units which in any way impairs sound conditioning provisions. Such shall be maintained at the expense of the individual owner or owners. The Board of Directors, or its Environmental Control Committee, may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

(d) No co-owner shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the 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, if in fact such condition is approved by the Association.

(e) The common elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements. In general no activity shall be carried on nor condition maintained by a co-owner either in his unit or upon the common elements, which spoils the appearance of the condominium.

(f) Landscaped areas, stairways and hallways shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended.

(g) The Association shall establish all rules and regulations for the size, placement, demeanor, and content of signs or other advertising devices which are to be displayed by the co-owners either on the exterior of a unit or on the common elements. No sign or other advertising device not in conformance with the rules and regulations set forth by the Association shall be displayed by a co-owner of a unit.

(h) Reasonable regulations consistent with the Act, the Master Deed and these By-Laws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer prior to the First Annual Meeting of the entire Association, held as provided in Article I, Sec. 9 of these By-Laws. Copies of all such regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such amendment may be revoked at any time by the affirmative vote of seventy-five (75%) percent or more of all co-owners in number and in value.

(i) 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 agent 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

means of access, and if the co-owner fails to provide such access, and if the co-owner fails to provide such access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to his unit and any limited common elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

(j) Each co-owner shall maintain his unit and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any unit which are appurtenant to or which may affect any other unit. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, his 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 provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible co-owner in the manner provided in Article II hereof.

(k) In the event that a unit co-owner shall desire to make any modifications within the unit which would require the extension, modification, or any other change of the electrical wiring network or water distribution and plumbing network appurtenant to said unit, the plan for such changes shall be approved by the Association, and shall be installed by a licensed electrician or plumber approved by the Association.

(l) None of the restrictions contained in this Article VIII shall apply to the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and By-Laws as the same may be amended from time to time.

ARTICLE IX

RENTALS AND LEASES

SEC. 1. RIGHT TO LEASE UNIT. A co-owner of a unit(s) in the condominium project may rent such unit(s) or a portion of such unit, at any time, except that the term of such occupancy shall not be for a duration of less than six (6) months. A co-owner shall have the right to lease less than all of his unit,

but in no event shall a co-owner lease a total condominium ownership space of less than one thousand four hundred (1,400) square feet.

SEC. 2. NOTICE TO ASSOCIATION. A co-owner, including the Developer, desiring to rent or lease a condominium unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee, and at the time of such notice shall supply the Association with a copy of the exact lease form for its review of such lease's compliance with the condominium documents. The Board shall advise the member of any deficiency in the lease form and the member shall correct such deficiencies as directed by the Board before presenting a copy of the lease to the tenant. The Developer proposing to rent condominium units before the transitional control date shall notify either the Advisory Committee of the project or each co-owner in writing.

SEC. 3. CONTENTS OF LEASE AGREEMENTS. Tenants or non-co-owner occupants shall comply with all of the conditions of the condominium documents of the condominium project and all leases and rental agreements shall so state.

SEC. 4. REMEDIES FOR TENANTS NON-COMPLIANCE. If the Association determines that the tenant or non-co-owner occupant has failed to comply with the conditions of the condominium documents, the Association shall take the following action:

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

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

(c) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the co-owners on behalf of the Association, if it is under the control of the Developer, an action for both eviction against the tenant or non-co-owner and simultaneously for money damages against the co-owner and tenant or non-co-owner occupant for breach of the condominium documents. The relief set forth in this section may be by summary proceeding. The Association may hold both the tenant and the co-owner liable for any damages caused by the co-owner or tenant in connection with the condominium unit.

SEC. 5. CO-OWNER ARREARAGES AND RIGHT OF SET-OFF. 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.

ARTICLE X

FIRST RIGHT OF REFUSAL

SEC. 1. SCOPE OF FIRST RIGHT OF REFUSAL. Mercy-Memorial Medical Center, Inc., a Michigan non-profit corporation, as owner of Unit 7, shall have a first right of refusal on the remaining units in the condominium project so long as Mercy-Memorial Medical Center, Inc. is the owner of Unit 7 and retains its status as a not-for-profit hospital.

The first right of refusal will allow Mercy-Memorial Medical Center, Inc. to purchase any other unit within the condominium project in the event that after December 31, 1991 less than fifty (50%) percent of the total square footage of a unit is used for medically-related purposes (as such term is defined herein).

SEC. 2. TIME FOR EXERCISE. The first right of refusal as to each unit shall be exercisable by Mercy-Memorial Medical Center, Inc. as to that unit upon the earlier of:

(a) That point in time in which the owner of a unit provides written notice to Mercy-Memorial Medical Center, Inc. of the owner's intent to utilize less than fifty (50%) percent of the total square footage of a unit for medically-related purposes; or

(b) In the event less than fifty (50%) percent of the total square footage of a unit is used for medically-related purposes for a period of ninety (90) consecutive calendar days. Such period shall not include periods in which the unit is wholly or partially undergoing renovation, remodeling, etc.

SEC. 3. PROCEDURE FOR EXERCISE. In the event written notice is given pursuant to Sec. 2, Subsection (a), above, Mercy-Memorial Medical Center, Inc. shall have a period of sixty (60) days to exercise his first right of refusal according to the price and terms provided for herein.

In the event the time period for exercise provided for in Sec. 2, Subsection (b), above, has been satisfied, Mercy-Memorial Medical Center, Inc. shall be entitled to exercise its first right of refusal so long as less than fifty (50%) percent of said unit continues to be utilized for medically-related purposes, until that point in time when said first right of refusal lapses pursuant to Article X, Sec. 4.

SEC. 4. LAPSE. The first right of refusal provided for herein shall lapse as to any unit at the earlier of:

(a) The time Mercy-Memorial Medical Center, Inc. no longer is the owner of Unit 7; or

(b) The time Mercy-Memorial Medical Center, Inc. is no longer a not-for-profit hospital; or

(c) Sixty (60) days after written notice has been given to Mercy-Memorial Medical Center, Inc. by the unit owner that it intends to utilize less than fifty (50%) percent of the total square footage of the unit for medically-related purposes.

In the event that the first right of refusal shall lapse as to any unit in the condominium project, the unit owner shall request that the condominium Association file an amendment to the Master Deed reflecting the lapse of the first right of refusal. The Association, after verification that the first right of refusal has in fact lapsed, shall file an amendment to the Master Deed indicating that such unit is no longer subject to Mercy-Memorial Medical Center, Inc.'s first right of refusal. The filing of such amendment shall be conclusive evidence of the lapse of the first right of refusal. However, the failure to file an amendment to the Master Deed reciting the lapse of the first right of refusal shall not be deemed to be conclusive evidence of the lapse of the first right of refusal with respect to any unit(s).

SEC. 5. MEDICALLY-RELATED PURPOSES DEFINED. For the purpose of this Paragraph and Mercy-Memorial Medical Center, Inc.'s first right of refusal, the term "medically-related purposes" shall mean any endeavor reasonably related to the promotion of the physical and psychological health of human beings and associated businesses thereto.

SEC. 6. DETERMINATION OF FAIR MARKET VALUE. Fair market value for the first right of refusal shall be determined as follows:

(a) The owner of the unit subject to the first right of refusal shall appoint an appraiser;

(b) Mercy-Memorial Medical Center, Inc., or its successors and assigns, shall appoint an appraiser;

(c) The appraisers so appointed shall appoint a third appraiser;

(d) The appraisers so appointed shall each immediately proceed to independently determine fair market value;

(e) Fair market value shall be the mean of the two (2) appraisals which are closest in value.

SEC. 7. TIME OF CLOSING. In the event of exercise, the first right of refusal shall provide that closing shall be within thirty (30) days of Mercy-Memorial Medical Center, Inc.'s notice of exercise.

SEC. 8. NOTICES. Written notices required by this Article shall be deemed sufficient if personally delivered or sent by registered or certified mail, return receipt requested, addressed to the recipient party at the address on file with the condominium Association. For the purposes of calculating the time periods provided for in the first right of refusal, notice shall be deemed effective upon receipt of mailing or personal delivery, whichever is applicable.

SEC. 9. NOT SUBJECT TO ARTICLE XI. Transfers pursuant to the first right of refusal in favor of Mercy-Memorial Medical Center, Inc. as set forth in this Article X shall not be subject to the approval of transfer provisions set forth in Article XI below.

ARTICLE XI

APPROVAL OF TRANSFER

SEC. 1. APPROVAL REQUIRED. No co-owner may transfer or dispose of his unit or any interest therein in any manner, except by mortgage as provided in this Article XI, nor may any such transfer or disposal occur by operation of law, except to another co-owner in the condominium, without the approval of the Board of Directors.

SEC. 2. NOTICE OF INTENT. A co-owner, including the Developer, except as provided in Article XI, Sec. 4, intending to make a sale of his unit or any interest therein shall give written notice of such intention to the Board of Directors, together with the name and address of the intended purchaser, the terms and conditions of the proposed transaction (including an executed copy of the exact form of sale contract) and such other information concerning the intended sale as the Board may reasonably require. The giving of such notice shall constitute a warranty and representation by the co-owner to the Association as hereinafter provided that such co-owner believes the proposal to be bona fide in all respects. No proposed transaction shall be considered by the Board under this Article XI, and no notice of a proposed transaction shall be deemed given, which is not evidenced by an exact copy of the agreement of sale, subject to the approval and right of first refusal contained herein, executed by the selling co-owner and the proposed purchaser and which does not contain all pertinent terms of the sale proposed to be made. If the notice herein required is not given, then at any time after receiving knowledge of a transaction or then at

any time after receiving knowledge of a transaction or event transferring ownership of a unit, the Board, at its election, and without notice, may disapprove the new ownership.

SEC. 3. APPROVAL OR DISAPPROVAL. Within thirty (30) days after receipt of the notice and information described in Article XI, Sec. 2, the Board or Directors must either approve or disapprove the proposed sale. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, and shall be delivered to the purchaser or new owner. If disapproved, the Association shall offer to purchase, or provide another purchaser acceptable to it, on terms not less favorable to the seller than those originally proposed, and the seller shall be bound to consummate the transaction with such approved purchaser within thirty (30) days thereafter; provided, that in the event of transfer of title by gift, devise or inheritance, the right of the Association to purchase or to provide another purchaser acceptable to it, which must be exercised within thirty (30) days of actual notice and receipt of the requested information, shall be based on the fair market value of the unit so acquired as determined by an independent appraisal thereof. If the Association shall fail to purchase, or to provide a purchaser, in the event of disapproval, then, notwithstanding said disapproval, the sale shall be deemed to have been approved and a certificate of approval to have been furnished as provided herein.

In the event of a transfer by operation of law, the Board shall have thirty (30) days after receipt of notice thereof, together with all information requested by it, to purchase the unit for its fair market value in accordance with the terms of this Article XI, Sec. 3.

SEC. 4. EXEMPT TRANSACTIONS. This Article XI shall not apply to a public or private sale held pursuant to foreclosure of a first mortgage, transfer of title to a first mortgagee by deed in lieu of foreclosure of similar remedy, or transfer of title pursuant to any other remedy contained in a first mortgage, to the first subsequent transfer of title by any first mortgagee or other person acquiring ownership by any of these means. Transfer by bona fide gift, devise or inheritance shall not be subject to this Article, provided that a co-owner who has obtained his title by devise or inheritance shall give notice to the Board of Directors of the acquiring of his title, together with such personal information as the Board may reasonably require, and a certified copy of the instrument evidencing his title. The Board shall thereupon have the right to purchase set forth in Article XI, Sec. 3.

SEC. 5. RULES AND REGULATIONS. Reasonable rules, regulations, procedures and forms concerning the right of first refusal contained in this Article XI may be made and amended from time to time by the Board of Directors of the Association subject

to the revocation right of the co-owners as set forth in Article VIII, Sec. 1, Subsection (j).

ARTICLE XII

MORTGAGES

SEC. 1. MORTGAGE OF UNITS. No co-owner may mortgage his unit or any interest therein without the approval of the Association except to a bank, pension fund, insurance company, savings and loan association, or credit union or other institutional lender. The approval of any other mortgage may be arbitrarily withheld; provided, that nothing herein shall be construed to prevent the Developer from accepting a purchase money mortgage for the purchase price of a unit or prevent a co-owner from accepting a purchase money mortgage from a subsequent approved purchaser.

SEC. 2. NOTICE OF MORTGAGE. Any co-owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units".

SEC. 3. NOTICE OF DEFAULT. The Association shall give to the holder of any first mortgagee 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 60 days.

SEC. 4. NOTICE OF 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.

SEC. 5. NOTICE 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 the members of the Association and to designate a representative to attend such meetings.

SEC. 6. ACQUISITION OF TITLE BY FIRST MORTGAGEE. As provided in Article II, Sec. 7, any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage, or by deed in lieu of foreclosure, shall not be liable for such unit's unpaid assessments which accrue prior to the acquisition of title by such mortgagee.

ARTICLE XIII

AMENDMENTS

SEC. 1. PROPOSAL. Amendments to these By-Laws 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) or more in number of the members or by instrument in writing signed by them.

SEC. 2. MEETING TO BE HELD 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 By-Laws.

SEC. 3. VOTE REQUIRED. Except as expressly limited in Article XIII, Sec. 5, these By-Laws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all co-owners and mortgagees. A mortgagee shall have one vote for each mortgage held.

SEC. 4. AMENDMENT PRIOR TO FIRST ANNUAL MEETING. The Board of Directors may enact amendments to these Condominium By-Laws without the approval of any member or mortgagee, provided that such amendment shall not materially alter or change the rights of a member or mortgagee.

SEC. 5. AMENDMENTS CONCERNING LEASES. Provisions in these By-Laws relating to the ability or terms under which a member or co-owner may rent his unit may not be modified and amended without the consent of each affected co-owner and mortgagee.

SEC. 6. EFFECTIVE DATE. Any amendment to these By-Laws (but not the Association By-Laws) shall become effective upon the recording of such amendment in the Office of the Register of Deeds in the county where the condominium is located.

SEC. 7. COPIES TO BE DISTRIBUTED. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws 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 person actually receive a copy of the amendment.

SEC. 8. INCORPORATION OF MASTER DEED PROVISION. This Article does hereby expressly incorporate the provisions of Article VIII, Paragraphs A through G, of the project Master Deed.

ARTICLE XIV

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, the Master Deed, these By-Laws, Articles of

Incorporation of the Association, the By-Laws of the Association and the Rules and Regulations adopted by the Association. The mere acquisition, occupancy or rental or any unit or an interest therein or the utilization of or entry upon the condominium premises shall signify that the condominium documents are accepted and ratified. In the event the condominium documents conflict with the provisions of the Act, the Act shall govern.

Failure to comply with any of the terms of the Master Deed, these By-Laws; or the Articles of Incorporation, By-Laws or duly adopted Rules and Regulations of the Association, shall be grounds for relief, which may include, without limiting the same, an action to recover sums due for such damages, injunctive relief, and any other remedy which may be appropriate to the nature of the breach. Failure of the Association to enforce any right, provision, covenant or conditions which may be granted by the Master Deed, these By-Laws; the Articles of Incorporation, By-Laws or duly adopted Rules and Regulations of the Association, shall not constitute a waiver of the right of the Association to force such right, provision, covenant or condition in the future.

ARTICLE XV

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, to wit: Act 59 of the Public Acts of 1978, as amended.

ARTICLE XVI

REASSIGNMENT OF COMMON ELEMENTS

SEC. 1. LIMITED COMMON ELEMENTS. A limited common element of the project may be reassigned upon written application of the co-owners concerned to the president of the Association or to such other person or persons as may be designated by the Association Board of Directors. This application shall be reviewed to determine whether or not such reassignment of the limited common element will effect co-owners other than the co-owners making the application. To the extent such reassignment of a limited common element shall not effect the rights of co-owners other than the co-owners making said application, an Amendment to the Master Deed of the project shall be prepared and executed reassigning the rights and obligations with respect to the common element involved. Such Amendment shall be delivered to the co-owners of the condominium units concerned upon payment by them of all reasonable costs for the preparation and recording of the Amendment to the Master Deed.

To the extent such application for reassignment of a limited common element does effect co-owners in a project other than the co-owners making the application, it shall be necessary to obtain

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the consent, in writing, of all affected co-owners prior to the reassignment of the limited common element. If such consent is secured, an Amendment to Master Deed shall be prepared and executed reassigning the rights and obligations with respect to the common element involved. The Amendment shall be delivered to the co-owners of the condominium units concerned upon payment by them of all reasonable costs for the preparation and recording of the Amendment to the Master Deed.

SEC. 2. GENERAL COMMON ELEMENTS ASSIGNED AS LIMITED COMMON ELEMENTS. A general common element of the project shall not be assigned as limited common element except upon the consent of seventy-five (75%) percent or more of the co-owners in number.

ARTICLE XVII

CO-OWNER DEFAULT

SEC. 1. RELIEF AVAILABLE. Any default by a co-owner shall entitle the Association or another co-owner or co-owners to the following relief:

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

(b) 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) The violation of any of the provisions of the condominium documents or the Act shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any unit, where reasonably necessary, and summarily remove and abate, at the expense of the co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the condominium documents or the Act.

(d) The violation of any of the provisions of the condominium documents or the Act 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 II, Sec. 4, of the Association By-Laws. Thereafter, fines may be assessed only upon a finding by the Board that the violation has occurred after notice to the offending co-owner as prescribed in said Article II, Sec. 4, and an opportunity for such co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation, and the fines for succeeding violations shall be in such amounts as determined by the Board of Directors in their duly adopted Rules and Regulations.

SEC. 2. FAILURE TO ENFORCE. 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, provisions, covenant or condition in the future.

SEC. 3. RIGHTS CUMULATIVE. 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 in election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

SEC. 4. HEARING. Prior to the imposition of any fine or other penalty hereunder, the offending unit owner shall be given a reasonable opportunity to appear before the Board of Directors and be heard. Following any such hearing the Board shall prepare a written decision and place it in the permanent records of the Association.

ARTICLE XVIII

SEVERABILITY

In the event that any of the terms, provisions, or covenants of these By-Laws 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 covenant of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

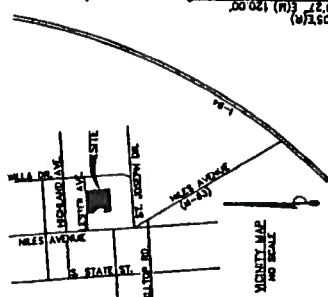
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ARTICLE XIX

CONFLICTING PROVISIONS

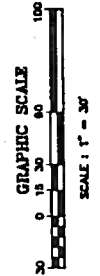
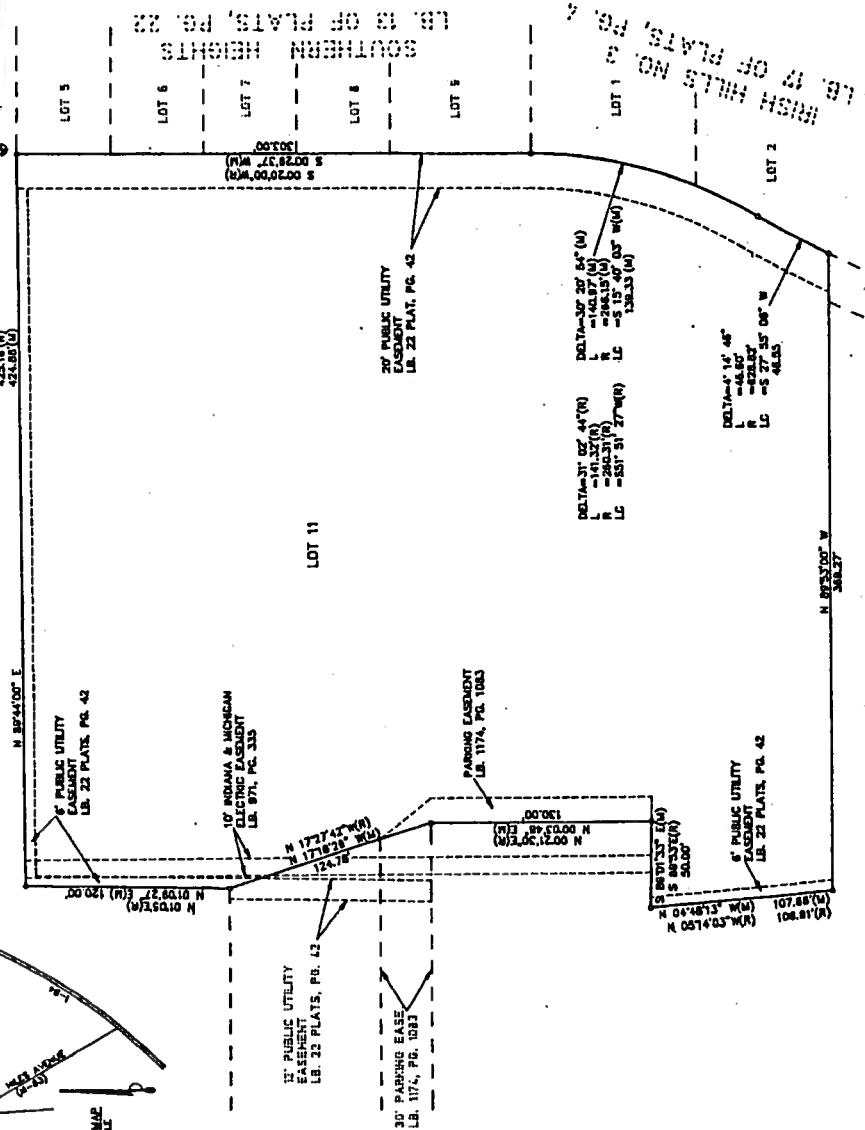
In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any condominium document, the Act (or other laws of the State of Michigan) shall govern; in the event of any conflict between the provisions of any one or more condominium documents, the following order of priority shall prevail and the provisions of the condominium document having the highest priority shall govern:

- (a) The Master Deed, including the Condominium Subdivision Plan.
- (b) These Condominium By-Laws.
- (c) The Articles of Incorporation of the Association.
- (d) The By-Laws of the Association.
- (e) The Rules and Regulations of the Association.



LESTER AVENUE

BENCH MARK RAILROAD SPIKE IN
POWER POLE, ELEV. 159.34 MSLV



LEGEND
S = SURVEYED
M = MEASURED
(M) = MEASURED

CERTIFICATE

I, JOHN C. KAMER, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
THAT THE SUBDIVISION PLAN KNOWN AS MURPHY'S QUARTY CONDOMINIUM SUBDIVISION, PLAN 100-100-000-000, WAS RECORDED IN THE PUBLIC ACTS OF 1974, SECTION 142 OF ACT NO. 36 OF THE PUBLIC ACTS OF 1974.
THAT THE REQUIRED MONUMENTS AND BORN MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 36 OF THE PUBLIC ACTS OF 1974.
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 36 OF THE PUBLIC ACTS OF 1974.
THAT THE BEARINGS AND DISTANCES NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 36 OF THE PUBLIC ACTS OF 1974.

12-19-89
DATE



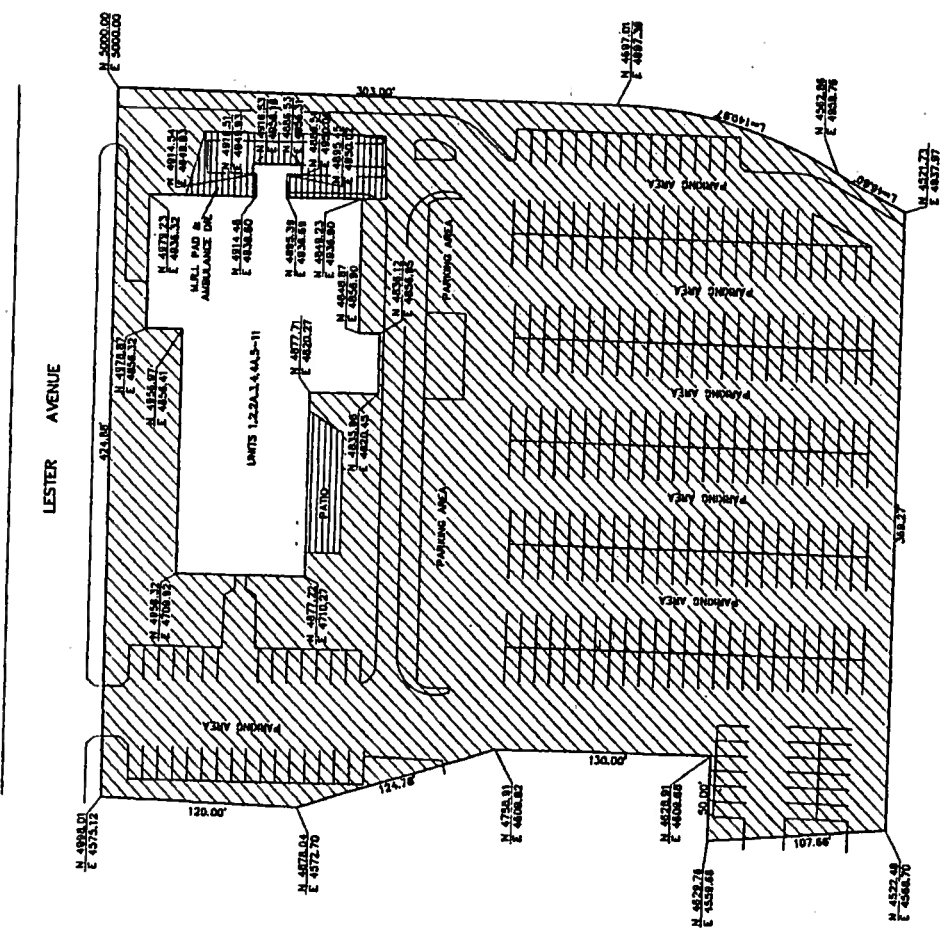
JOHN C. KAMER, TREASURER
P.O. BOX 27448
ST. JOSEPH, MICH. 49085

NOTE:
THE MONUMENTS ARE LOCATED TO THE NORTH LINE OF LOT 11 OF THE RECORDED PLAT OF "SOUTHWEST SUBDIVISION, CITY OF ST. JOSEPH, MICHIGAN COUNTY, MICHIGAN, PER LOT 22 OF PLATS, PAGE 42, BORNEN COUNTY RECORDS.

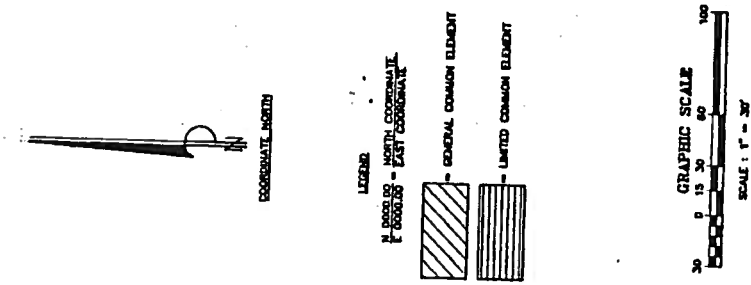
PROPOSED



CEARWOOD MEDICAL COMPLEX
A MICHIGAN CORPORATION
870 LESTER AVE., ST. JOSEPH, MICHIGAN 49085
CEARWOOD MEDICAL COMPLEX, INC.
ATTENTION: JOHN C. KAMER, TREASURER
SURVEY PLAN
100-100-000-000



LESTER AVENUE



PROPOSED

CEDARWOOD MEDICAL COMPLEX
 120 LESTER AVE. ST. LOUIS, MISSOURI 63103
 WIGHTMAN & ASSOCIATES, INC.
 1000 LESTER AVE. ST. LOUIS, MISSOURI 63103
 SITE PLAN



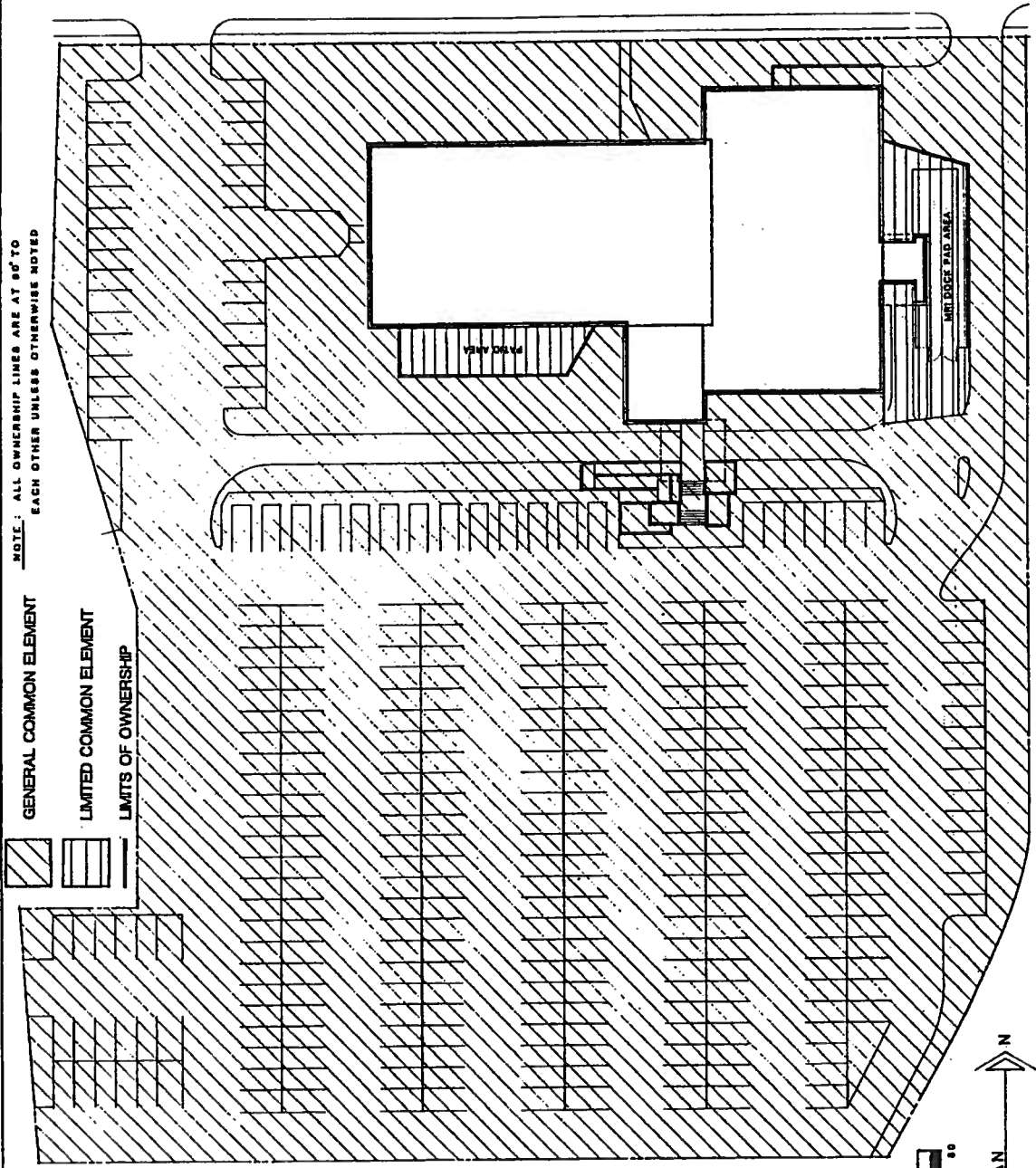
CEDARWOOD MEDICAL COMPLEX
ST. JOSEPH, MICHIGAN

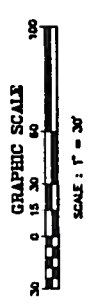
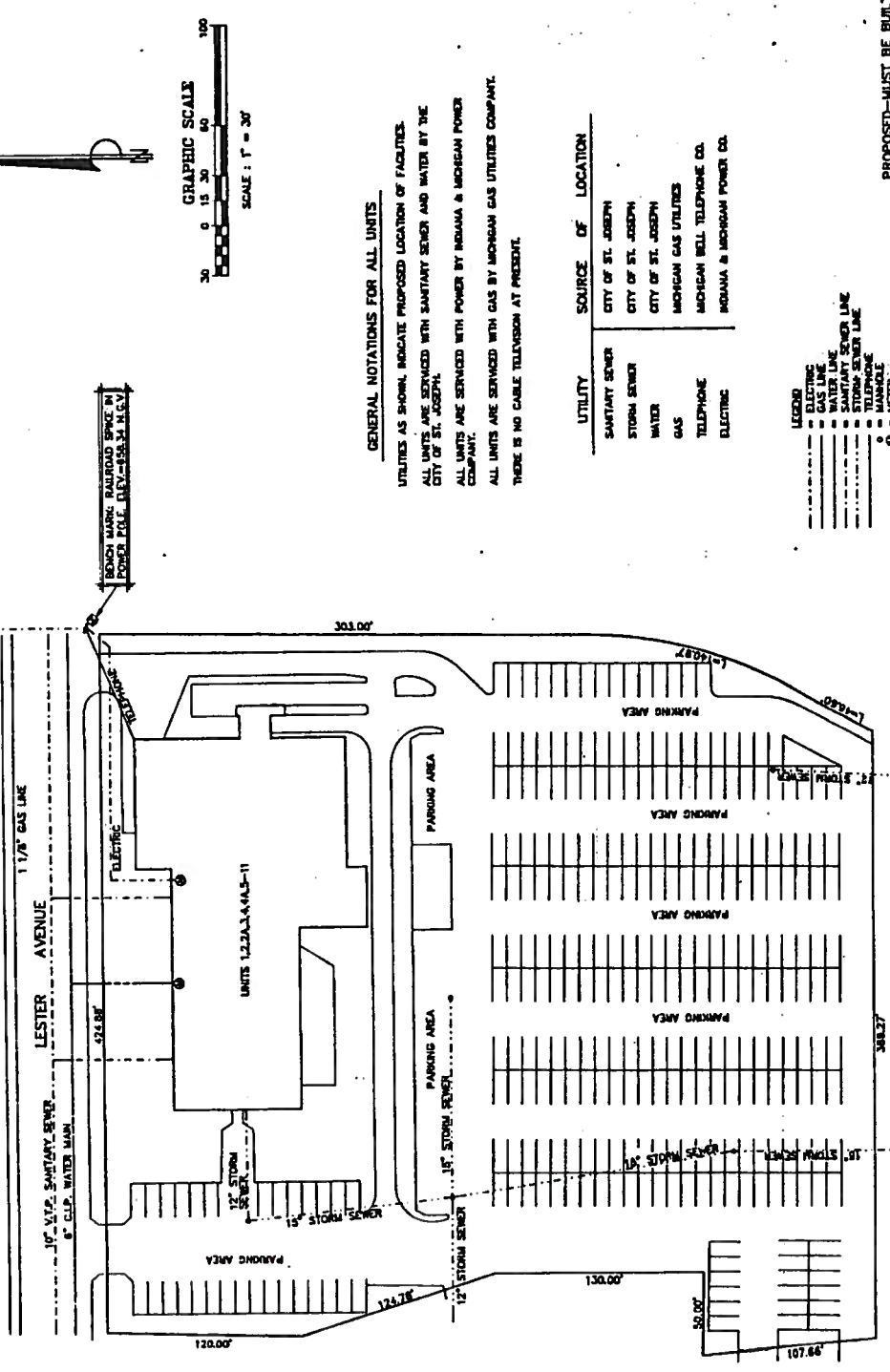


ARCHITECT'S SEAL
3A

NOTE: ALL OWNERSHIP LINES ARE AT 90° TO
EACH OTHER UNLESS OTHERWISE NOTED

GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
LIMITS OF OWNERSHIP





GENERAL NOTATIONS FOR ALL UNITS

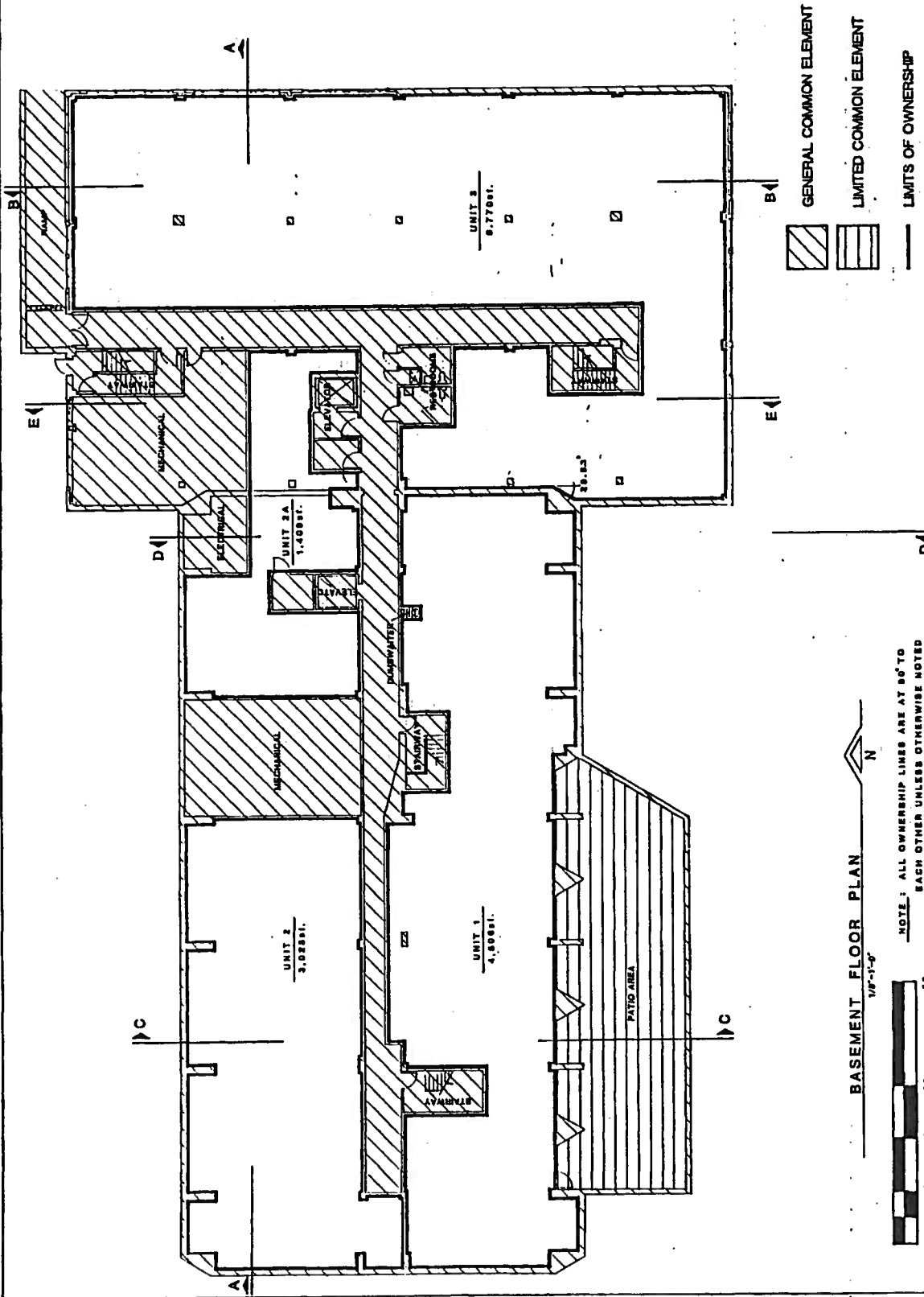
UTILITIES AS SHOWN INDICATE PROPOSED LOCATION OF FACILITIES.
 ALL UNITS ARE SERVED WITH SANITARY SEWER AND WATER BY THE CITY OF ST. JOSEPH.
 ALL UNITS ARE SERVED WITH POWER BY INDIANA & MICHIGAN POWER COMPANY.
 ALL UNITS ARE SERVED WITH GAS BY MICHIGAN GAS UTILITIES COMPANY.
 THERE IS NO CABLE TELEVISION AT PRESENT.

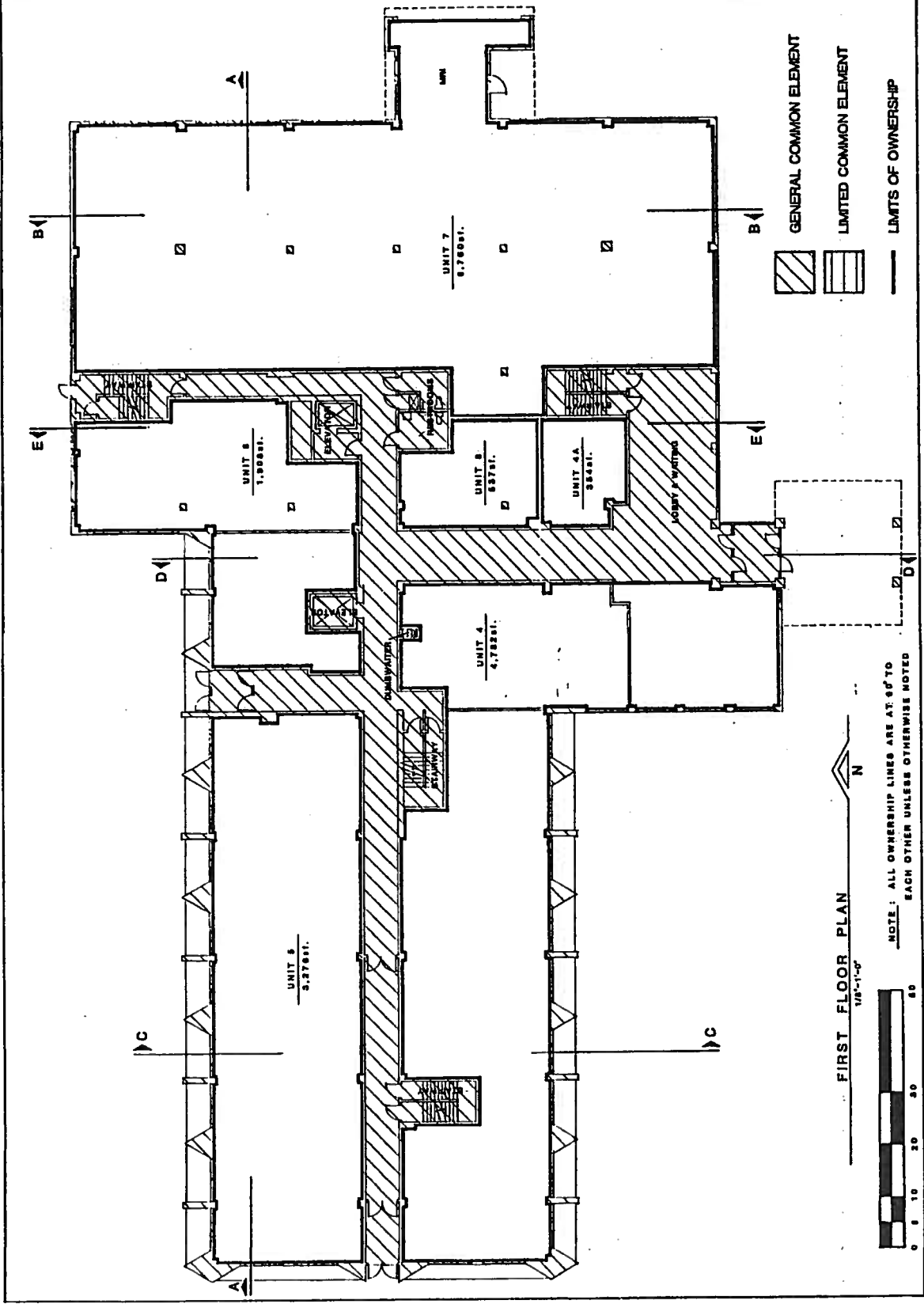
UTILITY	SOURCE	OF LOCATION
SANITARY SEWER	CITY OF ST. JOSEPH	
STORM SEWER	CITY OF ST. JOSEPH	
WATER	CITY OF ST. JOSEPH	
GAS	MICHIGAN GAS UTILITIES	
TELEPHONE	MICHIGAN BELL TELEPHONE CO.	
ELECTRIC	INDIANA & MICHIGAN POWER CO.	

- LEGEND**
- ELECTRIC
 - GAS LINE
 - WATER LINE
 - SANITARY SEWER LINE
 - STORM SEWER LINE
 - MANHOLE
 - WATER
 - POWER POLE

PROPOSED—MUST BE BUILT

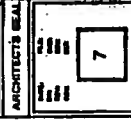
CEDARWOOD MEDICAL COMPLEX
 A MICHIGAN LIMITED PARTNERSHIP
 100 LESTER AVENUE, ST. JOSEPH, MICHIGAN 49781
 WIGHTMAN & ASSOCIATES, INC.
 100 LESTER AVENUE, ST. JOSEPH, MICHIGAN 49781
 UTILITY PLAN





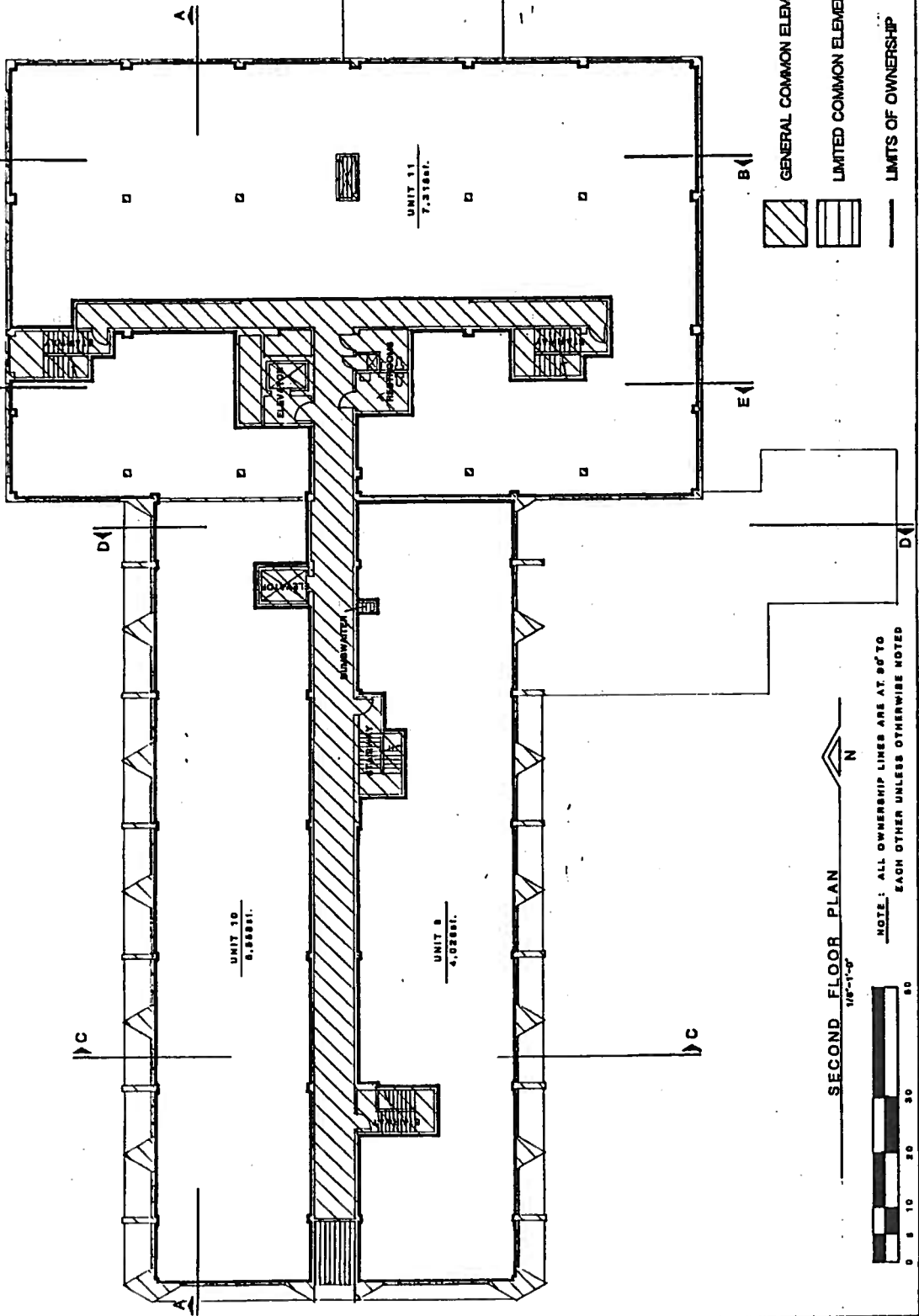


CEDARWOOD MEDICAL COMPLEX
ST. JOSEPH, MICHIGAN



7

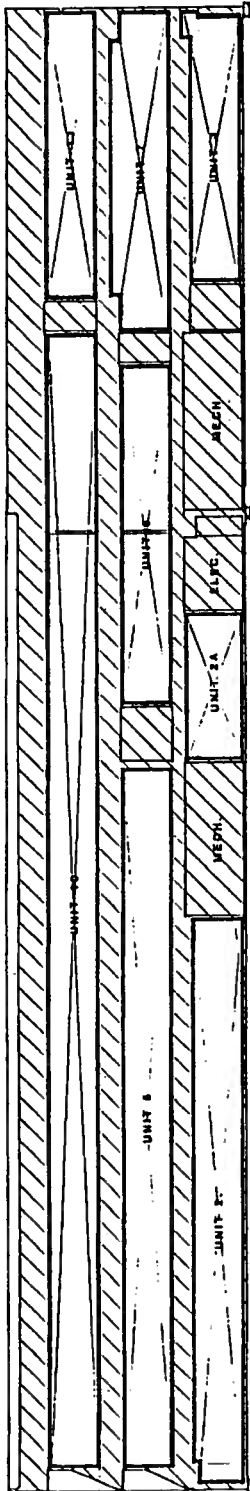
GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
LIMITS OF OWNERSHIP



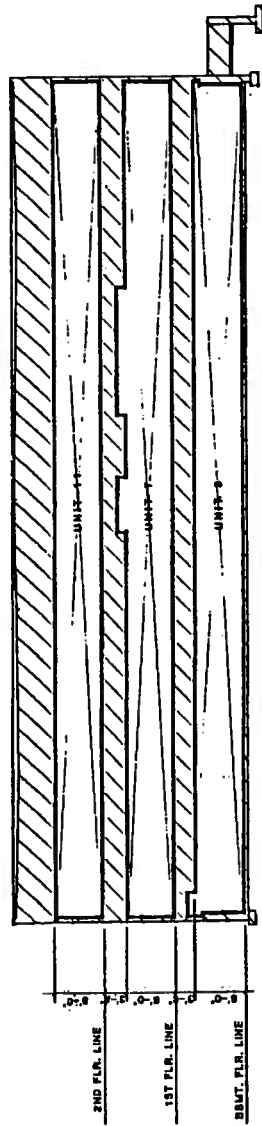
SECOND FLOOR PLAN
1/8"=1'-0"

NOTE: ALL OWNERSHIP LINES ARE AT 90° TO
EACH OTHER UNLESS OTHERWISE NOTED

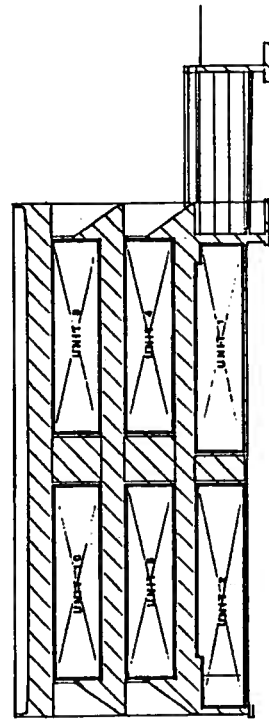




SECTION "A-A"
 1/8"=1'-0"



SECTION "B-B"
 1/8"=1'-0"

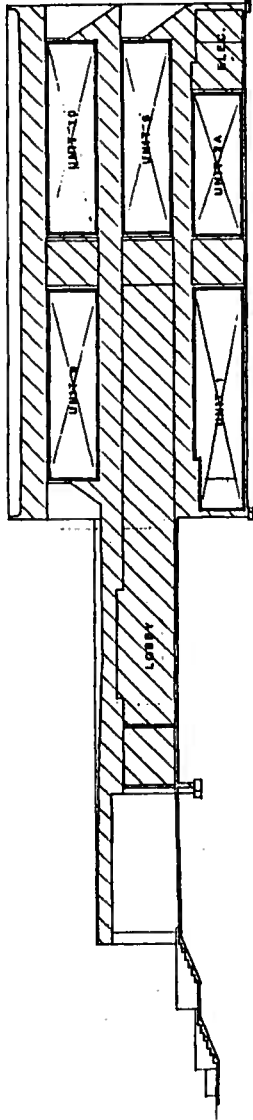


SECTION "C-C"
 1/8"=1'-0"

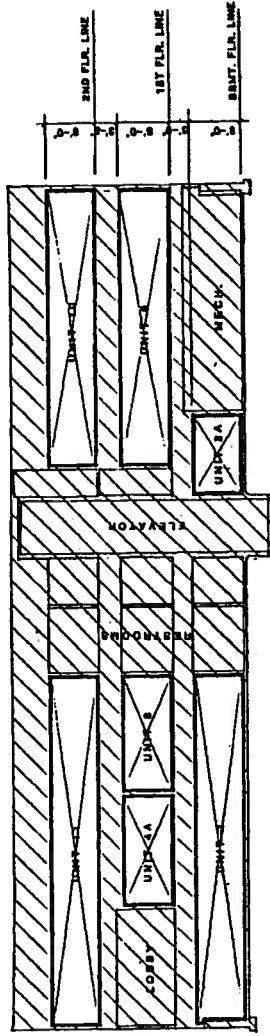
NOTE: ALL OWNERSHIP LINES ARE AT 80' TO
 EACH OTHER UNLESS OTHERWISE NOTED



GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 LIMITS OF OWNERSHIP



SECTION "D-D"
1/8"=1'-0"



SECTION "E-E"
1/8"=1'-0"

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

NOTE: ALL OWNERSHIP LINES ARE AT 90° TO EACH OTHER UNLESS OTHERWISE NOTED

