

ST. CLAIR TERRACES CONDOMINIUM

SECOND AMENDED AND RESTATED MASTER DEED

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**SECOND AMENDED AND RESTATED MASTER DEED
OF**

EXAMINED AND APPROVED
DATE AUG 14 2024
BY SMA NIC
MICHAEL R. COLLIN
PLAT ENGINEER

ST. CLAIR TERRACES CONDOMINIUM

(Act 59, Public Acts of 1978 as amended)
WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 8

This Second Amended and Restated Master Deed is made and executed on this 9th day of July, 2024, by St. Clair Terraces Association, a Michigan Nonprofit Corporation (ID No. 800881097, formerly CID #849101), hereinafter referred to as the "Association," whose office is located at c/o Southeastern Property Management, 18720 Mack Avenue, Ste. 220, Grosse Pointe Farms, Michigan, 48236, and represented herein by Betty J. Smith, the President of the Board of Directors of St. Clair Terraces Association, who is fully empowered and qualified to act on behalf of the Association, pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) hereinafter referred to as the "Act", the Michigan Nonprofit Corporation Act, (being Act 557 of Public Acts of 2014, as amended) and the Condominium Documents.

WITNESSETH:

WHEREAS the Association desires to amend its governing documents by recording this Second Amended and Restated Master Deed, together with the Second Amended and Restated Condominium Bylaws attached as Exhibit A (which is hereby incorporated by reference), to reaffirm the establishment of the real property described in Article II below and reaffirm all of the covenants, conditions, and restrictions contained in the Condominium Documents, together with all of the improvements and appurtenances now located upon such real property as a private residential Condominium Community under the provisions of the Condominium Act of Michigan. The Condominium Subdivision Plan, Wayne County Subdivision Plan No. 8, Exhibit B to the Amended and Restated Master Deed originally recorded on December 12, 1997, at Liber 29738, Page 549, et seq. Wayne County Records, is attached and incorporated for ease of reference (no changes made);

WHEREAS the Second Amended and Restated Master Deed and the attached Second Amended and Restated Condominium Bylaws were duly adopted and approved by 66⅔% of the membership on March 21, 2024, and by 66⅔% of the first mortgagees on June 23, 2024. in

St. Clair Terraces Condominium
Second Amended and Restated Master Deed

Wayne County Treasurer

08/16/2024

accordance with the requirements of MCL 559.190 and MCL 559.190a of the Condominium Act;

WHEREAS this Second Amended and Restated Master Deed together with the Second Amended and Restated Condominium Bylaws attached as Exhibit A and original Condominium Subdivision Plan attached as Exhibit B for ease of reference (no changes made), shall replace and supersede all prior Master Deed and Amendments of record pertaining to the St. Clair Terraces Condominium;

WHEREAS the Master Deed for St. Clair Terraces Condominium was recorded on January 5, 1968, in Liber 16540, Page 490, et seq., together with the Amended and Restated Master Deed recorded on December 12, 1997, in Liber 29738, Page 549, et seq., Wayne County Records; and First Amendment to the Amended and Restated Master Deed recorded on November 9, 2011, at Liber 49465, Pages 1061, et seq.;

NOW THEREFORE, the Association by recording of this instrument, reaffirms the establishment of St. Clair Terraces Condominium as a private residential Condominium under the Condominium Act and declares that St. Clair Terraces Condominium (hereinafter referred to as the "Condominium", "Project", or the "Condominium Project", shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and in any other manner used, subject to the provisions of the Act, and does reassert, reallege, and preserve any and all covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Second Amended and Restated Master Deed and the Second Amended and Restated Condominium Bylaws, Exhibit A, and Exhibit B drawings, which shall be deemed to be a covenant running with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest therein, or entering upon, such real property, their grantees, successors, heirs, executors, administrators, assigns, lessees, vendees, Non-Co-owner Occupants, trustees, licensees, and family and household members, and all persons or entities claiming any interest therefrom. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I **TITLE AND NATURE**

Section 1. Condominium Name and Subdivision Plan Number. The Condominium Project is known as St. Clair Terraces Condominium, Wayne County Condominium Subdivision Plan No. 8, incorporated herein and attached as Exhibit A are the Condominium Bylaws adopted by St. Clair Terraces Association (hereinafter the "Association"), a Michigan non-profit corporation established as an association of Co-owners to manage the affairs of the Condominium. The engineering and architectural plans and specifications for the Project were approved by the City of Grosse Pointe, Michigan. The Condominium Project is hereby deemed to be completed in accordance with the Act. The building contained in the Condominium, including the number, boundaries, dimensions, and area of each Unit are set forth completely in the Condominium Subdivision Plan attached as Exhibit B to the original Master Deed as amended by First Amendment to Master Deed, both of which Plans are incorporated and attached to this Second Amended and Restated Master Deed as Exhibit B for ease of reference (no changes made).

Section 2. Condominium Units and Co-owner Rights of Access to Common Elements. The Condominium Project consists of one (1) building with a basement level, a ground floor, and two (2) upper floors. The building contains thirty (30) individual Units, all to be used for private residential purposes. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to their Unit and shall have undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project as are designated by this Second Amended and Restated Master Deed. Due to the passage of time, the depiction on the recorded plans may not accurately reflect the Units as constructed and presently existing. To the extent that any variance may occur, the Unit and its Limited Common Elements as built and existing shall supersede and replace the recorded plans. The provisions of this Second Amended and Restated Master Deed shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or the physical condition (including any environmental factors by example without intent of limitation, radon) of the Condominium Project, other than that which expressly provided herein.

ARTICLE II LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Second Amended and Restated Master Deed is situated in the City of Grosse Pointe, County of Wayne, State of Michigan, and particularly described as follows:

Lots 99 through 103 inclusive and North 46.5 feet of Lot 104, Amended Plat of St. Clair Park Subdivision of Private Claim 239, between Jefferson and Mack Avenue, Grosse Pointe, Wayne County, Michigan, according to the plat thereof as recorded in Liber 19, Page 21 of Plats, Wayne County Records.

ARTICLE III DEFINITIONS

Certain terms are used not only in this Second Amended and Restated Master Deed and Second Amended and Restated Condominium Bylaws, Exhibit A attached, but are or may be used in various other instruments such as, by way of illustration without intent of limitation, the Restated Articles of Incorporation, Rules and Regulations, and Resolutions of the St. Clair Terraces Association, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of, or transfer of, interests in St. Clair Terraces Condominium. Wherever used in such documents or any other pertinent instruments, the terms shall be defined as follows:

Section 1. Act or Condominium Act. The "Act" or "Condominium Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, being MCL 559.101 et seq. as amended.

Section 2. Address. "Address" means a street address, post office box, electronic mail address for transmissions by electronic mail, or telephone facsimile number for transmissions

by facsimile.

Section 3. Association. "Association" or "Association of Co-owners" means St. Clair Terraces Association, which is the nonprofit corporation (ID No. 800881097, formerly CID #849101) organized under Michigan law, of which all Co-owners are members by virtue of an ownership interest in a Unit in St. Clair Terraces Condominium. The Association 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 expressly reserved to the Co-owners by the Condominium Documents or Michigan law. Any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors. The Association is the person designated in the Condominium Documents to administer the Condominium Project.

Section 4. Association Bylaws or Corporate Bylaws. "Association Bylaws" or "Corporate Bylaws" means the Corporate Bylaws adopted pursuant to the Michigan Nonprofit Corporation Act, Act 557 of Public Acts of 2014, as amended (MCL 450.2101 et seq.) which govern the procedures and administration of the Association as a corporate entity. The Association Bylaws and are included within and have been incorporated into the Second Amended and Restated Bylaws.

Section 5. Ballot. "Ballot" means an instrument in writing or electronic form that is designed to record the vote of a Member under Section 408 (MCL 450.2408) or Section 409 (MCL 450.2409) of the Michigan Nonprofit Corporation Act or at a meeting of the Members.

Section 6. Board of Directors or Board. "Board of Directors" or "Board" means those persons elected or appointed to serve as the administrators of affairs for St. Clair Terraces Condominium and St. Clair Terraces Association in accordance with Condominium Documents.

Section 7. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements, as described in Article IV hereof.

Section 8. Condominium Bylaws, Bylaws, or Second Amended and Restated Condominium Bylaws. "Condominium Bylaws", "Bylaws", or "Second Amended and Restated Condominium Bylaws" means Exhibit A attached to this Second Amended and Restated Master Deed. These Bylaws state the substantive rights, obligations, restrictions, and responsibilities in the Condominium, as required by Sections 3(8), 53, and 54 of the Act, to be recorded as part of the Master Deed. The attached Second Amended and Restated Condominium Bylaws shall replace and supersede the original Condominium Bylaws and Corporate Bylaws, as well as all previous amendments made thereto.

Section 9. Condominium Documents. "Condominium Documents" means and includes this Second Amended and Restated Master Deed, Second Amended and Restated Condominium Bylaws (Exhibit A), and Condominium Subdivision Plan (Exhibit B) attached hereto, the Restated Articles of Incorporation, Rules and Regulations, Resolutions, and any other instrument referred to in these documents, or any other recorded documents which affect the rights and obligations of a Co-owner or other party in the Condominium, and any person or entity acquiring an interest or entering upon the Condominium Premises, as all of the documents may be

amended from time to time.

Section 10. Condominium Premises. "Condominium Premises" means and includes the land described in Article II of this Second Amended and Restated Master Deed, all improvements and structures thereon, and all easements, rights-of-way, licenses, and appurtenances belonging to St. Clair Terraces Condominium, a private residential community.

Section 11. Condominium Project, Condominium, Project, or Community. "Condominium Project", "Condominium", "Project", or "Community" means St. Clair Terraces Condominium, consisting of 30 private residential Units as an approved and recorded Condominium Subdivision in conformity with the Act as Wayne County Condominium Subdivision Plan No. 8.

Section 12. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B to the original Master Deed as amended by the Amended and Restated Master Deed (both of which are incorporated by reference) and originally attached to the prior Master Deed and amendments of St. Clair Terraces Condominium and attached to this Second Amended and Restated Master Deed for ease of reference (no changes made).

Section 13. Condominium Unit or Unit. "Condominium Unit" or "Unit" means the enclosed space constituting a single, complete private residential Unit designed and intended for separate ownership and use in St. Clair Terraces Condominium existing as of the date of recording of this Second Amended and Restated Master Deed. Condominium Unit consists of all items as set forth in Article V of this Second Amended and Restated Master Deed and shall have the same meaning as the term "Condominium Unit" as defined in the Condominium Act.

Section 14. Control Date. "Control Date" means the date on which a proposed amendment to the Condominium Documents is approved by the requisite number of Co-owners.

Section 15. Co-owner, Owner, or Member. "Co-owner", "Owner", or "Member" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination, that owns, or has a legal or equitable interest in, a Unit within the Condominium. This includes by way of illustration without intent of limitation a land contract vendee, the trustee of a revocable living trust, a settlor coupled with an interest, life estate and remainder estate or beneficiary of an irrevocable living trust, and any purchaser at a lender foreclosure sale as of the date of acquisition of title. When the terms Co-owner, Owner, or Member are used in the Condominium Documents regarding the observance or performance of obligations or conditions, the terms refer to any person having an interest in the use or occupancy of a Unit or entering upon the Condominium Premises. These persons include without intent of limitation, Co-owners, family and household members, guests, licensees, invitees, Non-Co-owner Occupants, tenants, lessees, land contract vendees or vendors, employees, contractors, or agents, heirs, assigns, and personal representatives or administrators. The terms also include the President, Chief Executive or Operating Officer, Principal, Managing Member or Proprietor of any entity which acquires a Unit in the Condominium Project for purposes of leasing/rental or other non-Co-owner occupancy and shall, in addition to any remedies available to the Association, be personally liable for any and all obligations under the Condominium Documents.

Section 16. Default or Co-owner Fault. "Default" or "Co-owner Fault" means those circumstances as determined by the Board of Directors of the Association in its discretion, constituting a Co-owner's act of commission or omission (including by way of illustration without limitation, negligence, misuse, neglect, misfeasance, malfeasance, or nonfeasance) or noncompliance regarding any provision of the Condominium Documents, or the written directives or requests of the Board or its agent. The terms also include the failure to pay mortgages, taxes, or incur liens or forfeitures or any other obligation of Unit ownership which impact or jeopardize the health, safety, welfare, financial interest, or aesthetics of the Condominium Project. Any Default shall entitle the Association to any and all damages and remedies available under the Condominium Documents and any applicable Statute, Court Rule, or Administrative Rule.

Section 17. Developer. "Developer" means Michigan Realty Company, a Michigan corporation, which had the Master Deed prepared and executed, and shall include its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents.

Section 18. Electronic Transmission or Electronically Transmitted. "Electronic transmission" or "electronically transmitted" means any form of communication that meets all of the following:

- (a) It does not directly involve the physical transmission of paper;
- (b) It creates a record that may be retained and retrieved by the recipient; and
- (c) It may be directly reproduced in paper form by the recipient through an automated process.

Section 19. General Common Element. "General Common Element" means a Common Element described in Article IV which is owned in common and may be used by all of the Co-owners, subject to the restrictions set forth in this Second Amended and Restated Master Deed and the Second Amended and Restated Condominium Bylaws, and other Condominium Documents.

Section 20. Limited Common Element. "Limited Common Element" means a portion of the Common Elements reserved for the exclusive use of less than all of the Co-owners, and, usually, for the use of the Co-owner whose Unit is adjacent or appurtenant to said Limited Common Element, or which services less than all of the Co-owners of the Association, whether the Second Amended and Restated Master Deed so states.

Section 21. Master Deed. "Master Deed" means this Second Amended and Restated Master Deed, together with the Second Amended and Restated Condominium Bylaws (Exhibit A), and Condominium Subdivision Plan (Exhibit B) attached and incorporated for ease of reference, which describes St. Clair Terraces Condominium as a completed Condominium Project, Wayne County Subdivision Plan No. 8, and which supersedes all previous recorded Condominium Documents or amendments thereto for the St. Clair Terraces Condominium.

Section 22. Mortgagee. "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium or a Condominium Unit.

Section 23. Non-Co-owner Occupant. "Non-Co-owner Occupant" means any person or entity which holds a possessory right or interest or occupies a Unit whether by lease, rental agreement, occupancy, or otherwise.

Section 24. Percentage of Value. "Percentage of Value" means the percentage assigned to each Condominium Unit as reflected in Article V of this Second Amended and Restated Master Deed.

Section 25. Person. "Person" means an individual, firm, corporation, partnership, association, trust, the State, or an agency of the State, or any other legal entity or combination of legal entities as defined by Michigan law.

Section 26. Proper Purpose. "Proper purpose" means a purpose that is reasonably related to a person's interest as a Member of St. Clair Terraces Condominium and its Association as defined in the Condominium Documents.

Section 27. Purchaser. "Purchaser" means each natural person or entity which acquires an interest in the title to a Unit by virtue of a conveyance (voluntary or involuntary), transfer, assignment, or by operation of law.

Section 28. Qualified and Eligible Co-owner. "Qualified and eligible Co-owner" means a Unit owner whose assessment and all other payment or performance obligations to the Association as determined by the Board of Directors are not in arrears and who is not otherwise in Default as defined in Section 16 of this Article.

Section 29. Record Date. Unless otherwise selected by the Board of Directors in advance or required by a Statute, the "Record Date" for purposes of notice of and to vote at a meeting of Members or an adjournment thereof, or to express consent or to dissent from a proposal without a meeting, or for the purposes of any other action, is the date sixty-one days prior to a transaction (whether the transaction is a meeting date or ballot return date) by which a person must have acquired title to or an interest in a Unit to be entitled to notice and the right to vote; or a date as set forth in a notice by the Board of Directors.

Section 30. Residential Purposes. "Residential purposes" means a Unit fit for private use and habitation and occupied by a person or persons as a family unit or household on a continuous or daily basis as their usual place of abode, without interruption or occupancy by others on a temporary or for-hire basis. Occupancy by a person or persons pursuant to a Lease, Rental or Other Occupancy Agreement for a period of not less than one year and has been approved by the Board of Directors and complies with the requirements of the Condominium Documents shall also be deemed consistent with "Residential Purposes." No vacation, transient, short-term lodging, Airbnb (or other such rentals), commercial, agricultural, manufacturing, industrial, breeding, or husbandry usage is permitted.

Section 31. Right to Inspect. "Right to inspect" includes the right to copy and make extracts from the records of a corporation and, if reasonable, the right to require the corporation to supply copies made by photographic, xerographic, or other means as permitted by Statute or as provided for in the Condominium Documents. To cover the costs of labor (including without

intent of limitation, gathering, compiling, and making available such records or monitoring such examination and inspections) and material, the corporation may require a Co-owner to pay a reasonable charge for such expenses.

Section 32. Second Amended and Restated Master Deed. "Second Amended and Restated Master Deed" means this Second Amended and Restated Master Deed, together with the Second Amended and Restated Condominium Bylaws (Exhibit A) and Condominium Subdivision Plan (Exhibit B), which describes St. Clair Terraces Condominium as a completed Condominium Project, Wayne County Subdivision Plan No. 8, and which supersedes all previous recorded Condominium Documents or amendments thereto for the St. Clair Terraces Condominium.

Section 33. Structure. "Structure" means a building, construction, or something that is constructed (whether prefabricated) that is built on the land, attached to, or part of a Unit, its Limited Common Element, or the General Common Elements.

Section 34. Volunteer. "Volunteer" means an individual who performs services for a corporation, other than services as a volunteer Director, who does not receive compensation or any other type of consideration for the services, other than reimbursement for expenses actually incurred.

Section 35. Other. Other terms which may be utilized in the Condominium Documents which are not defined hereinabove shall have the meanings as provided in the Condominium Act.

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 to the plural shall also be included where the same would be appropriate and vice versa.

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Condominium described in this Second Amended and Restated Master Deed and Exhibit B and the respective responsibilities for maintenance, decoration, remediation, extraction and desiccation, repair, and replacement thereof are as follows:

Section 1. General Common Elements. The General Common Elements are:

A. Cable Television, Telephone, or any other Multimedia Transmission System. The cable television, telephone, or any other multimedia audio and visual transmission system, wiring, and network installed by the Association, if any, throughout the Condominium Project, up to the point of entry to the Unit.

B. Construction. The foundations, supporting columns, beams, and girders, bearing walls and main building walls, perimeter walls, fire walls between Units, original vents and stacks, roofs, sub-floors, building partition walls, chimneys (exterior chimneys, chimney caps and screens), construction between Unit levels and basement level except as otherwise designated in the Plans attached as Exhibit B, unfinished basement walls and floors, and other structural

support columns or components of a building.

C. **Easements.** All beneficial easements referred to in this Second Amended and Restated Master Deed.

D. **Electrical.** Electrical wiring feedlines throughout the Condominium Project, up to the point of connection with the building perimeter walls, and fuse or circuit breaker panels which service General Common Elements, but excluding that electrical wiring within the common walls, fuse, or circuit breaker panels within and servicing any Unit, electrical fixtures or appliances, receptacles and switches within any Unit, and Co-owner-installed, maintained, and operated wiring, and appliances, wherever located.

E. **Entrance Signs.** All entrance and other signs related to the Condominium Project as installed by the Association.

F. **Gas.** Gas line network throughout the Condominium Project, up to the point of connection with, but excluding gas lines contained within Unit perimeter walls, gas line connectors, gas fixtures, individual Unit meters, or appliances within any Unit.

G. **Irrigation.** The irrigation sprinkler system throughout the Condominium Project, if any, including water lines, tubing, valves, sprinkler heads, pumps, timers, and electrical equipment.

H. **Land.** The land and beneficial easements dedicated to the Condominium Project as described in Article II, including road, rear and side driveways, sidewalks, front and back porches (including steps and railings), and courtyards. The road in the Condominium Project is a private road.

I. **Perimeter Fencing, Gates, Walls, and Berms.** Any perimeter fencing, gates, walls, and berms throughout the Condominium Project.

J. **Sanitary Sewer and Storm Drainage System.** The sanitary sewer and storm drainage system throughout the Condominium Project up to the point of connection with the Unit perimeter walls and that which connects to two (2) or more Units but excluding those portions of the sanitary sewer and storm drainage system contained within Unit walls from the point of connection with the Unit perimeter walls, fixtures, and appliances within any Unit.

K. **Service Garage.** The service garage used for storage and to facilitate maintenance and repairs at the Condominium Project.

L. **Site Lighting.** All site lighting throughout the Condominium Project, including courtyard and streetlamps.

M. **Utility Connections.** Public utility connections for gas, electricity, telephone, and water up to the point of connection with the building.

N. **Water Distribution System.** The water distribution system lines, subject

to any easements, throughout the Condominium Project and all exterior water spigots, up to the shut-off valve within each Unit, including the common fresh water supply line that runs through all Units, from basement to basement, but excluding the water distribution system located within Unit walls, plumbing fixtures, or appliances within any Unit, and connections to and in any floor drains/systems.

O. Other. Such other elements of the Condominium Project not herein designated as General or Limited Common Elements which are intended for common use or necessary to the existence, upkeep, and safety of the Condominium Project, regardless of whether located within the perimeter or boundaries of a Unit.

Some or all of the utility, telephone telecommunication, and multimedia lines, systems (including mains and service leads), and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility, telecommunication, and multimedia lines, systems and equipment shall be General Common Elements, only to the extent of any interest attributable to the Co-owners. The Association makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements which, except as otherwise provided in this Section 2, shall be appurtenant to the Unit or Units to which they are attached or adjacent or which they service (or which they are deemed by Exhibit B to benefit), shall be reserved for the exclusive use and enjoyment of the Co-owner or Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

A. Attic Areas. The area above the Unit ceiling but under the roof.

B. Decks and Patios. Each individual deck and patio, plus steps and railings connected to the deck and patio servicing each Unit, in existence at the time of recording of this Second Amended and Restated Master Deed.

C. Drain Lines. Each Unit's individual drain lines located within Unit walls and drainage/discharge lines which service an appliance, fixture, or plumbing, heating or cooling device or operation for that Unit, regardless of whether located in General Common Elements.

D. Dryer Vents. Dryer vents and any other such appliances and venting equipment, and any related operational accessories, including power and service supply lines.

E. Exterior Lighting. Exterior light fixtures mounted on Unit perimeter walls and at the Unit deck or patio, if any.

F. Fireplaces. All fireplaces, fireboxes, pull chains, dampers, flues, chases, ash/clean out pits, combustion chambers, venting systems, and equipment for fireplaces, where such is built and assigned to the Unit to which it is appurtenant, but excluding the exterior chimneys, chimney caps and screens.

G. **Garages.** The garage(s) assigned to a Unit as indicated in Article V, Section 2, including the garage floor, garage door, garage door hardware and tracks, and electric garage door opener, if any.

H. **Heating and Cooling Systems.** Furnace or boiler heating systems and cooling systems located within each Unit, including the heat-generating equipment, pipes, flues, conduits, connections, tubing or duct work, vents, drip pans and drain lines, wiring, cables, service supply lines, power sources, shutoffs, and controls.

I. **Interior Surfaces.** All interior surfaces contained within a Unit including walls, ceilings, hardwood or other flooring, and coverings.

J. **Interior Utility Lines.** Gas, water, sewer, and all plumbing lines; electrical, telephone, television, cable, and any other utility or multimedia lines servicing the Unit from the Unit meter inward or from the point of entry into a Unit.

K. **Unit Entry Doors, Interior Doors, Door Walls, Windows, and Screens.** Unit entry doors – front or back – (including storm door), interior doors, door walls, windows (including replacement windows), and screens of each Condominium Unit. The term door wall (including exterior French or patio doors) includes, without limitation, the glass, frame, seal, mullions, trim, operating mechanisms, locking and security hardware, and any blinds or screens therein. The term window includes, without limitation, the glass, frame, seal, mullions, trim, operating mechanisms, locking and security hardware, and any blinds or screens therein.

L. **Water Heaters.** The water heater servicing each Unit, including service supply lines, back flow preventers, vents, power source, shutoffs and controls, discharge pipes and tubing.

M. **Other.** Any other elements of the Condominium Project, which are used exclusively by less than all of the Co-owners or to which access is restricted to less than all of the Co-owners.

Section 3. Responsibilities for Common Elements. The respective responsibilities of the Association and Co-owner for the duty and cost of maintenance, decoration, remediation, extraction and desiccation, repair, and replacement of the Common Elements of the Condominium Project are as follows:

A. **Association Responsibilities for Common Elements.** Except as identified in Article IV, Sections 3(B) through 3(E) below, the Association shall be responsible for maintenance, decoration, remediation, extraction and desiccation, repair, and replacement of the Common Elements.

The Association shall not be obligated to reimburse any Co-owner for repairs to Common Elements for which the Association is responsible, that the Co-owner makes or contracts for without first obtaining the express written approval of the Board of Directors for the repair or

contracts. The Association shall only be responsible for payments to contractors for work that has been expressly authorized in writing by the Board.

Except as otherwise provided herein or in the Condominium Bylaws, any damage caused to a Unit or its contents by the maintenance, remediation, extraction and desiccation, or repair activities of the Association to the Common Elements shall be repaired at the expense of the Association.

B. Association and Co-owner Combined Responsibilities for Common Elements. The Association and Co-owners shall have combined responsibility for the duty and cost of maintenance, decoration, remediation, extraction and desiccation, repair, and replacement of certain Common Elements identified below as follows:

(1) Cable Television, Telephone, or any other Multimedia Transmission System. The Association shall be responsible for the maintenance, repair, reconstruction, and replacement of any cable television, telephone, or any other multimedia transmission system, wiring, and network, installed by the Association throughout the Condominium Project, if any, up to the point of entry to a Unit, as referred to in Article IV, Section 1(A) above, and the costs thereof.

The Co-owners shall be responsible for the maintenance, repair, reconstruction, replacement, and removal of all cable television, telephone, or any other multimedia transmission system, wiring, and network from the point of entry to their Unit, wiring contained within the Unit interior walls, and wiring related to installments or to betterments and improvements within the Unit, and the costs thereof. The Co-owners shall also be responsible for the maintenance, repair, replacement, and removal of all telecommunication equipment, connections, appliances, outlets, boxes, and switches within their Unit, and the costs thereof. The Co-owners shall be responsible for the removal of any satellite dish or any other antenna upon discontinuance of service to such antenna.

(2) Construction. The Association shall be responsible for maintenance, repair, reconstruction, and replacement of the foundations, supporting columns, beams and girders, bearing walls and main building walls, perimeter walls, fire walls between Units, original vents and stacks, roofs, building partition walls, chimneys (exterior chimneys, chimney caps and screens) construction between Unit levels and basement level except as otherwise designated in the Plans attached as Exhibit B, unfinished basement floors and walls, and other structural support columns or components of a building, as referred to in Article IV, Section 1(B) above, and the costs thereof.

The Co-owners shall be responsible for the maintenance, repair, reconstruction, and replacement of sub-floors contained within the Unit, as referred to in Article IV, Section 1(B) above, and the costs thereof.

(3) Courtyards. The Association and Co-owners shall be responsible for the maintenance, repair, reconstruction, and replacement of the courtyards referred to in Article IV, Section 1(H) above, including lawns and landscaping, in accordance with the

provisions contained in the Master Courtyard Landscaping Plan, as defined in Article VI, Section 15 of the Condominium Bylaws.

(4) Electrical. The Association shall be responsible for the maintenance, repair, reconstruction, and replacement of the electrical wiring feedlines throughout the Condominium Project, up to the point of connection with the building perimeter walls, and fuse or circuit breaker panels which service General Common Elements referred to in Article IV, Section 1(D) above, and the costs thereof.

The Co-owners shall be responsible for the maintenance, repair, reconstruction, and replacement of all electrical wiring feedlines from the point of connection with the building perimeter walls and electrical wiring within the common walls, as well as fuse or circuit breaker panels within and servicing any Unit, electrical fixtures or appliances, receptacles and switches within any Unit, Co-owner-installed, maintained, and operated wiring, and appliances, wherever located, referred to in Article IV, Section 1(D) above, and the costs thereof.

(5) Garages. The Association shall be responsible for the maintenance, repair, reconstruction, and replacement of the foundations, supporting columns, beams and girders, perimeter walls, building partition walls, interior walls (but not repair or replacement in cases of Co-owner fault), roofs, and other components of a building which contains garages therein, referred to in Article IV, Section 2(G).

The cost of maintenance, repair, reconstruction, or replacement of foundations, supporting columns, beams and girders, perimeter walls, building partition walls, interior walls (but not repair or replacement in cases of Co-owner fault), roofs, and other components of a building which contains garages therein referred to in Article IV, Section 2(G), that exceeds \$4,100.00 per occurrence shall be divided equally among all 41 garages and assessed to the Unit to which each garage is assigned. The Association shall pay the portion of costs assessed to the Service Garage (Garage #23) referred to in Article IV, Section 1(L). The Association may also pay the cost of minor maintenance, repair, reconstruction, or replacement of foundations, supporting columns, beams and girders, perimeter walls, building partition walls, interior walls (but not repair or replacement in cases of Co-owner fault), roofs, and other components of a building which contains garages therein, referred to in Article IV, Section 2(G), not exceeding \$4,100.00 per occurrence.

The Co-owners shall be responsible for the portion of costs of maintenance, repair, reconstruction, and replacement of the foundations, supporting columns, beams and girders, perimeter walls, building partition walls, interior walls, roofs, and other components of a building which contains garages therein, referred to in Article IV, Section 2(G), for the garage(s) assigned to their Unit. The Co-owners shall also be responsible for repair and replacement of interior walls in cases of Co-owner fault, and the maintenance, repair, and replacement of the garage floor, garage door, garage door hardware and tracks, and electric garage door opener, if any, contained within the garage(s) assigned to their Unit, and the costs thereof.

(6) Gas. The Association shall be responsible for the maintenance, repair, reconstruction, and replacement of the gas line network up to the point of connection with, but not including, gas line connectors, gas fixtures, individual Unit meters, or appliances within

the Unit, referred to in Article IV, Section 1(F) above, and the costs thereof.

The Co-owners shall be responsible for the maintenance, repair, reconstruction, and replacement of the gas line network contained within Unit perimeter walls and from the point of connection with gas line connectors, as well as gas fixtures, individual Unit meters, and appliances within any Unit, referred to in Article IV, Section 1(F), and the costs thereof.

(7) Sanitary Sewer and Storm Drainage System. The Association shall be responsible for the maintenance, repair, reconstruction, and replacement of the sanitary sewer and storm drainage system throughout the Condominium Project, up to the point of connection with the Unit perimeter walls and that which connects to two (2) or more Units, referred to in Article IV, Section 1(J) above, and the costs thereof.

The Co-owners shall be responsible for the maintenance, repair, reconstruction, and replacement of the sanitary sewer and storm drainage system from the point of connection with the Unit perimeter walls or fixtures and appliances within any Unit, and that located within Unit walls, referred to in Article IV, Section 1(J) above, and the costs thereof.

(8) Unit Entry Doors, Interior Doors, Door Walls, Windows, and Screens.

(a) Unit Entry Doors – Front. The Association shall be responsible for maintaining, repairing, and replacing all front Unit entry doors referred to in Article IV, Section 2(K) above, not including any exterior storm door or screen door installed with the front Unit entry door, but not the costs thereof.

The Co-owners shall be responsible for all costs to maintain, repair, and replace the front Unit entry door referred to in Article IV, Section 2(K) above. The Co-owners shall be responsible for the decoration (painting) of the exterior and interior of the front Unit entry door, and the costs associated with such decoration. The Co-owners shall also be responsible for the maintenance, repair, and replacement of locking mechanisms, handles and knobs on both sides of the front Unit entry door, as well as storm doors and screen doors, storm and screen door closers, and all related hardware for the storm doors and screen doors, and the costs thereof.

The Board of Directors may adopt rules, regulations, and policies governing the standards applicable to the paint color of the exterior of the front Unit entry door. The Board of Directors may also adopt rules, regulations, and policies governing the standards applicable to exterior storm doors or screen doors attached to a front Unit entry door, and their maintenance, decoration, repair, and replacement. Such standards may include, but are not limited to, the acceptable styles, colors, and materials that may be used for Co-owner maintenance, decoration, repair, and replacement of said exterior storm doors or screen doors. The style, color, and material of the exterior storm doors or screen doors attached to a front Unit entry door shall be subject to the prior written approval of the Board and subsequent recording of a Consent to Alteration/Modification Agreement, pursuant to the provisions of Article VI, Section 3 of the Condominium Bylaws (Exhibit A hereto).

(b) Unit Entry Doors – Back. The Co-owners shall be responsible for maintaining, decorating, repairing, and replacing all back Unit entry doors referred to in Article IV, Section 2(L) above, including any exterior storm door or screen door installed with the back Unit entry door. The Co-owners shall also be responsible for the locking mechanisms, handles and knobs on both sides of any back Unit entry door, as well storm and screen door closers, and all related hardware for the storm doors and screen doors. The Co-owners shall be responsible for all costs thereof.

The Board of Directors may adopt rules, regulations, and policies governing the standards applicable to back Unit entry doors, exterior storm doors, or screen doors attached to a back Unit entry door, and their maintenance, decoration, repair, and replacement. Such standards may include, but are not limited to, the acceptable styles, colors, and materials that may be used for Co-owner maintenance, decoration, repair, and replacement of said back Unit entry doors, exterior storm doors, or screen doors. The style, color, and material of the back Unit entry doors, exterior storm doors, or screen doors attached to a back Unit entry door shall be subject to the prior written approval of the Board and subsequent recording of a Consent to Alteration/Modification Agreement, pursuant to the provisions of Article VI, Section 3 of the Condominium Bylaws (Exhibit A hereto).

(c) Interior Doors. The Co-owners shall be responsible for maintaining, decorating, repairing, and replacing all interior doors referred to in Article IV, Section 2(L) above, and the costs thereof. The Co-owners shall also be responsible for the maintenance, decoration, repair, and replacement of locking mechanisms, handles and knobs on both sides of any interior doors, hardware for the interior doors, and the costs thereof.

(d) Door Walls. The Co-owners shall be responsible for maintaining, decorating, repairing, and replacing all door walls referred to in Article IV, Section 2(L) above, and the costs thereof. The Co-owners shall also be responsible for the maintenance, decoration, repair, and replacement of the frames, tracks, glass, locking mechanisms, handles and knobs on both sides of any door walls and door wall screens, and all related hardware for the door walls and door wall screens, and the costs thereof.

The Board of Directors may adopt rules, regulations, and policies governing the standards applicable to door walls, and their maintenance, decoration, repair, and replacement. Such standards may include, but are not limited to, the acceptable styles, colors, and materials that may be used for Co-owner maintenance, decoration, repair, and replacement of said door walls. The style, color, and material of the door walls shall be subject to the prior written approval of the Board and subsequent recording of a Consent to Alteration/Modification Agreement, pursuant to the provisions of Article VI, Section 3 of the Condominium Bylaws (Exhibit A hereto).

(e) Windows. The Association shall be responsible for maintaining original windows (not replaced after the building was completed in 1929) referred to in Article IV, Section 2(L) above, and the costs thereof. The following Units still have original windows, as of the recording of the Second Amended and Restated Master Deed:

- Unit 6 – 474 St. Clair (tiny window on front of Unit, 1st floor)
- Unit 22 – 506 St. Clair (window on back of Unit, first floor)
- Unit 29 – 520 St. Clair (window above front door, 2nd floor)

The Co-owners shall be responsible for decorating, repairing, and replacing an original window located in a Unit identified above, and the costs thereof. Original windows must be replaced at the Co-owner's cost under any of the following conditions:

- (i) When the original window may no longer be maintained or repaired, as determined by a window professional selected by the Board of Directors; or
- (ii) At the discretion of the Co-owner; or
- (iii) Upon transfer of ownership of Unit to which the original window is appurtenant, after the recording of the Second Amended and Restated Master Deed.

The Co-owners shall also be responsible for maintaining, decorating, repairing, and replacing non-original or replacement windows referred to in Article IV, Section 2(L) above, and the costs thereof.

The Board of Directors may adopt rules, regulations, and policies governing the standards applicable to windows, and their maintenance, decoration, repair, and replacement. Such standards may include, but are not limited to, the acceptable styles, colors, and materials that may be used for Co-owner maintenance, decoration, repair, and replacement of said windows. The style, color, and material of the windows shall be subject to the prior written approval of the Board and subsequent recording of a Consent to Alteration/Modification Agreement, pursuant to the provisions of Article VI, Section 3 of the Condominium Bylaws (Exhibit A hereto).

(9) Water Distribution System. The Association shall be responsible for the maintenance, repair, reconstruction, and replacement of the water distribution system lines throughout the Condominium Project and all exterior water spigots, up to the shut-off valve within each Unit, including the common fresh water supply line that runs through all Units, from basement to basement, referred to in Article IV, Section 1(N) above, and the costs thereof.

The Co-owners shall be responsible for the maintenance, repair, reconstruction, and replacement of the water distribution system lines from the shut-off valve within each Unit, lines within Unit walls, plumbing fixtures, and appliances within each Unit, and connections to and in any floor drains/systems, referred to in Article IV, Section 1(N) above, and the costs thereof. The Co-owners of Unit 4 (17107 Maumee), Unit 18 (498 St. Clair), and Unit 29 (520 St. Clair) in which main water shut-off valves referred to in Article IV, Section 1(N) above are located shall grant the Association access necessary to inspect same and to perform its responsibilities of maintenance, repair, and replacement thereon, as provided in the Bylaws.

C. Co-owner Responsibilities for Common Elements. Each Co-owner shall be solely responsible for the maintenance, decoration, repair, and replacement of the Limited

Common Elements described in this Article IV, Section 3(C) below, as they may pertain to their Unit, and the costs associated with such maintenance, decoration, repair, and replacement:

(1) **Decks and Patios.** Any deck or patio, plus steps and railings connected to the deck or patio, appurtenant to the Co-owner's Unit referred to in Article IV, Section 2(B) above, and identified on the Master Courtyard Landscaping Plan, as defined in Article VI, Section 15 of the Condominium Bylaws.

The Board of Directors may adopt rules, regulations, and policies governing the standards applicable to decks and patios, and their maintenance, decoration, repair, and replacement. Such standards may include, but are not limited to, the acceptable styles, colors, and materials that may be used for Co-owner maintenance, decoration, repair, and replacement of said decks and patios. The style, color, and material of each deck and patio shall be subject to the prior written approval of the Board and subsequent recording of a Consent to Alteration/Modification Agreement, pursuant to the provisions of Article VI, Section 3 of the Condominium Bylaws (Exhibit A hereto).

(2) **Drain Lines.** Drain lines located within Unit walls and drainage/discharge lines which service an appliance, fixture, or plumbing, heating or cooling device or operation for that Unit, regardless of whether located in General Common Elements, referred to in Article IV, Section 2(C) above.

(3) **Dryer Vents.** Dryer vents and any other such appliances and venting equipment, and any related operational accessories, including power and service supply lines, referred to in Article IV, Section 2(D) above.

(4) **Exterior Lighting.** Exterior light fixtures mounted on Unit perimeter walls and at the Unit deck or patio, if any, referred to in Article IV, Section 2(E) above.

The Board of Directors may adopt rules, regulations, and policies governing the standards applicable to exterior light fixtures described herein, and their maintenance, decoration, repair, and replacement. Such standards may include, but are not limited to, the acceptable styles, colors, and materials that may be used for Co-owner maintenance, decoration, repair, and replacement of said items. The style and color of each exterior light fixture described herein shall be subject to the prior written approval of the Board, pursuant to the provisions of Article VI, Section 3 of the Condominium Bylaws (Exhibit A hereto).

(5) **Fireplaces.** All fireplaces, fireboxes, pull chains, dampers, flues, chases, ash/clean out pits, combustion chambers, venting systems, and equipment for the fireplaces, referred to in Article IV, Section 2(F) above. Any maintenance, repair, or replacement to the flues, chases, fireplace combustion chambers, and venting systems must receive prior written approval of the Association to ensure the safety of the structures and residents of the Condominium. If a Co-owner fails to maintain, repair, or replace the flues, chases, combustion chambers, or venting systems, the Association may undertake such maintenance, repair, and replacement and add the costs thereto to the next regular monthly assessment installment due on such Unit and may collect such amount in accordance with Article II of the Condominium Bylaws.

The Board of Directors may require periodic cleaning and inspection as set forth in the Rules and Regulations.

The following Units have wood-burning fireplaces, as of the recording of the Second Amended and Restated Master Deed:

- Unit 1 – 17129 Maumee
- Unit 3 – 17111 Maumee
- Unit 7 – 476 St. Clair
- Unit 8 – 478 St. Clair
- Unit 10 – 484 St. Clair
- Unit 12 – 486 St. Clair
- Unit 21 – 504 St. Clair
- Unit 28 – 518 St. Clair
- Unit 29 – 520 St. Clair
- Unit 30 – 522 St. Clair

Wood-burning fireplaces located in the above-referenced Units must be permanently removed or replaced with a new gas fireplace at the Co-owner's cost upon transfer of ownership of the Unit to which the wood-burning fireplace is appurtenant, after the recording of the Second Amended and Restated Master Deed. If a wood-burning fireplace is permanently removed, the Co-owner must properly seal the hole left by the fireplace and seal the flues, chases, combustion chambers, or venting systems that will no longer be functional without the fireplace. A wood-burning fireplace damaged in a casualty, as identified in Article V of the Condominium Bylaws (Exhibit A hereto), may only be replaced with a new gas fireplace.

(6) **Heating and Cooling Systems.** Furnace or boiler heating systems and cooling systems, located within each Unit, including the heat-generating equipment, pipes, flues, conduits, connections, tubing or duct work, vents, drip pans and drain lines, wiring, cables, service supply lines, power sources, shutoffs, and controls, referred to in Article IV, Section 2(H) above.

(7) **Interior Surfaces.** All interior surfaces contained within a Unit including walls, ceilings, hardwood or other flooring, and coverings, referred to in Article IV, Section 2(I) above.

(8) **Interior Utility Lines.** Gas, water, sewer, and all plumbing lines; electrical, telephone, television, cable, and any other utility or multimedia lines servicing the Unit from the Unit meter inward or from the point of entry into a Unit, referred to in Article IV, Section 2(J) above.

(9) **Water Heaters.** The water heater servicing each Unit, including service supply lines, back flow preventers, vents, power source, shutoffs and controls, discharge pipes and tubing, referred to in Article IV, Section 2(L) above.

D. Co-owner Improvements, Additions, and Modifications. Co-owner improvements, additions, or modifications, even though approved by the Association or installed upon purchase, shall not be considered General or Limited Common Elements in any case, and shall be the complete responsibility of the Co-owner. The Co-owner shall be responsible for uncovering and providing access to any Common Element needing repair by the Association, as well as the restoration of the affected improvement, addition, or modification. Should the

Association require access to any Common Element which requires the moving or destruction of all or part of any such improvement, addition, or modification, all costs, damages, and expenses involved in providing access to the Common Element and restoring the improvement, addition, or modification shall be borne by the Co-owner. In such cases, the Association's sole responsibility will be to correct the root problem that is its responsibility under the provisions of the Condominium Documents.

E. Co-owner Responsibility for Damage to Common Elements. Pursuant to the Condominium Bylaws, the Association shall carry property insurance coverage for all Common Elements of the Condominium. The following provisions shall apply when determining which party shall bear the duty and cost of repair and replacement of Common Elements, in the event a damaged item is covered by the terms of the Association's property insurance policy, as required by Article IV of the Condominium Bylaws, but insurance proceeds are, for the reasons listed below, either partially or totally unavailable under the Association's policy:

(1) **Exclusions.** To the extent that the Association's property insurance coverage would otherwise apply to any loss, but coverage is denied as a result of the application of an exclusion contained in the Association's policy, such as, by way of illustration but not limitation, an exclusion for mold or the Co-owner's failure to provide heat to the Unit. In such cases, the Association shall only be responsible for the duty of repairing the Common Elements as set forth in Article IV of this Master Deed. The Co-owner of the Unit that was damaged in such case shall have the duty to repair any and all damaged Common Elements in accordance with Article IV, Section 3(B) and (C) above regarding such duties. The Association may assess any costs, damages, or expenses incurred in repairing the Common Elements in such cases to the Co-owner of the Unit from which cause of the loss or damage originated, regardless of whether that Co-owner's fault, negligence, actions, or inactions caused the loss.

(2) **Deductibles.** In those instances where sufficient insurance proceeds are unavailable for the complete repair of any damage to Common Elements as a result of the application of a deductible under the Association's insurance policy, the Association may assess the deductible amount to the Co-owner, in accordance with the relevant provisions of Article IV of the Condominium Bylaws. The Association may charge and collect such costs from the responsible Co-owner in the same manner as an assessment, in accordance with Article II of the Condominium Bylaws.

(3) **Total Loss Less Than the Deductible.** In those instances where insurance proceeds are completely unavailable for the repair of any damage to Common Elements as a result of the total amount of the loss being less than the deductible under the Association's insurance policy, the Association shall have the right and duty to repair or replace the damaged Common Elements and to assess all costs and expenses incurred to the responsible Co-owner in the same manner as it may assess a deductible to a Co-owner under Article IV of the Condominium Bylaws.

(4) **Co-owner Fault.** Any and all costs or expenses for maintenance, decoration, repair, remediation, extraction and desiccation, and replacement of any Common

Element or Unit attributable to the actions or omissions or negligence of any Co-owner, Non-Co-owner Occupant, mortgagee, or family members of household, guests, agents, licensees or invitees of a Co-owner or Non-Co-owner Occupant, shall be borne by the Co-owner and Non-Co-owner Occupant determined responsible by the Board of Directors. The Association may incur such costs and expenses, and charge for any abatement, work, or repairs, replacement, remediation, extraction, and desiccation performed to any Common Element of Unit and collect for same from the responsible Co-owner and Non-Co-owner Occupant in the same manner as an assessment in accordance with Article II of the Condominium Bylaws.

F. Repair to Association Specifications. All maintenance, repair, and replacement obligations of the Co-owners as described above and as provided in the Condominium Bylaws shall be performed subject to the Association's mandatory prior approval and control with respect to color, style, timing, material, and appearance. In the event of failure by a Co-owner to follow such specifications and approval requirements, the Co-owner shall be assessed for, and shall be responsible for, all costs of correction and for bringing the altered element into conformity with these requirements, including, without limitation, possible complete removal, and replacement. Any and all such maintenance, repair, and replacement performed or arranged by the Co-owner must satisfy all applicable City codes and ordinances. The Co-owner is responsible for obtaining any permits or approvals that might be required by the City for any such work. Upon request, the Co-owner shall provide copies of any and all permits and/or approvals obtained by the City to the Board of Directors.

G. Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair, or replace any items for which they are responsible, the Association shall have the right, but not the obligation, to take whatever action or actions it deems desirable to maintain, decorate, repair, or replace any such Common Elements, at the expense of the Co-owner of the Unit. Failure of the Association to take such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association from performing any responsibilities under this Article IV which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner, and collected in the same manner as an assessment in accordance with Article II of the Condominium Bylaws.

Section 4. Additional Co-owner Responsibilities. In addition to the Co-owner's responsibilities under Article IV, Sections 3(B) and 3(C) above, each Co-owner shall be responsible for the duty and cost of maintenance, decoration, remediation, extraction and desiccation, repair, replacement, and insurance for the following items, regardless of whether some items or portions thereof might be designated as part of the Common Elements:

A. Air Conditioning Systems. All air conditioning systems, including through-the-wall and window units, and related ductwork, vents, drain lines, pad and operational accessories, service supply lines, connections, shutoffs, powers sources, and controls.

The following Unit has through-the-wall and window air conditioning units, as of the recording of the Second Amended and Restated Master Deed:

Unit 26 – 514 St. Clair

- *Three (3) through-the-wall units: north wall of the 1st floor; east wall of the 2nd floor; and east wall of the 3rd floor*
- *One (1) window unit: north wall of the 1st floor*

Through-the-wall and window-air conditioning units located in the above-referenced Unit must be removed at the Co-owner's cost upon transfer of ownership of the Unit to which the air conditioning unit is appurtenant, after the recording of the Second Amended and Restated Master Deed. Though-the-wall and window-air conditioning units damaged in a casualty, as identified in Article V of the Condominium Bylaws (Exhibit A hereto), may not be replaced with new through-the-wall or window-air conditioning units.

The Board of Directors may adopt rules, regulations, and policies governing the standards applicable to air conditioning systems. Such standards may include, but are not limited to, the acceptable styles, colors, and materials that may be used for the exterior mounting of system lines. The installation of an air conditioning system shall be subject to the prior written approval of the Board, pursuant to the provisions of Article VI, Section 3 of the Condominium Bylaws (Exhibit A hereto).

B. Appliances and Equipment. All appliances and supporting operational equipment within the Unit, whether free-standing or built-in, and supporting hardware, including, without limitation, hot water heater, water softeners, filter, humidifier, dehumidifier, air cleaner, other environmental appliances, garbage disposal, refrigerator, microwave, dishwasher, range, oven, range vent fan and related duct work, vent covers, vent filters, air purifiers, smoke detectors, carbon monoxide detectors, fire extinguishers, clothes washer, clothes dryer and related duct work, bathroom exhaust fans and related duct work, all related accessory items or equipment including power supply, shut offs, connections and source, drain lines, vents, and other items servicing a Unit that are not General Common Elements, whether they are within the Unit they service.

C. Electrical. All electrical fixtures and appliances from the point of connection within the individual Unit including, without limitation, doorbell systems (all components inside and outside of Unit), lighting fixtures, plugs or switches, outlets, antenna outlets, and circuit breakers.

D. Improvements, Decorations, and Trim. All improvements and decorations including, without limitation, window treatments, paint, wallpaper, paneling, carpeting, linoleum, tile, finished floors, other floor coverings, and trim, regardless if the same is damaged or removed as a malfunction of part of the Common Elements or as a result of the Association performing its maintenance, repair, or replacement responsibilities as to the Common Elements.

E. Interior Environmental Condition of Unit. Co-owners and Non-Co-owner Occupants are solely responsible for the interior environmental conditions of their Unit and any effects, damages, or impact the conditions may have on any Unit and Common Element.

F. Interior Walls and Surfaces. All interior wall framing, construction,

plaster, drywall, including all interior finished wall surfaces.

G. Kitchen and Bathrooms. All interior fixtures, equipment, and trim located within any kitchen or bathroom, including, without limitation, any and all cabinets, counters, sinks, mirrors, interior trim, closets doors, laundry tubs, tile, and wood (either floor or wall), and all related hardware.

H. Plumbing. All plumbing fixtures and pipes from the point of connection within the individual Unit, including sinks, toilets, tubs, Jacuzzi tubs and motors, shower pans, shower stalls, shower enclosures, tub and shower caulking, faucets, water shut-off valves, rings, seals and washers, water supply lines, and all exterior spigots located within an individual Unit's exterior perimeter walls.

I. Sump Pumps. Any sump pump and all piping, wiring, or other material appurtenant thereto which is installed by a Co-owner. Common Elements, betterments, improvements, decorations, or personal property of the Co-owner which may be damaged in the course of maintenance, repair, replacement, or operating malfunction of a sump pump shall be replaced by the Co-owner of the Unit containing such sump pump.

J. Other. All other items not specifically enumerated above which may be located within the individual Unit's perimeter walls.

Section 5. Use of Units and Common Elements. No Co-owner, Non-Co-owner Occupant, or mortgagee shall utilize, permit, or allow their Unit or the Common Elements to be utilized in any manner inconsistent with the private residential purposes of the Condominium Project, the terms and provisions of the Condominium Documents, or in any manner which will constitute a nuisance, interfere with, or impair the rights of any other Co-owner or resident in the quiet, peaceful use and enjoyment of, or provision of services to, their Unit or the Common Elements. No Co-owner, Non-Co-owner Occupant, or mortgagee shall prohibit, restrict, limit, or in any manner interfere with the normal ingress and egress, and use by any other Co-owner, Non-Co-owner Occupant, or mortgagee. Normal ingress or egress, and use shall include use by family, guests, invitees, tradespersons, and others bound to or returning from any of the properties having the right to use the road.

Section 6. Unusual Expenses. Any unusual expenses benefiting less than all of the Condominium Units or Co-owners, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their family, household members, Non-Co-owner Occupants, licensees or invitees, agents, renters, lessees, vendees, mortgagees, may be specifically assessed against the Unit or Units involved, in accordance with Section 69 of the Condominium Act.

Section 7. Environmental. Except as a direct consequence of action taken by the Association, the Association has no liability or responsibility for the naturally occurring conditions of the grounds, including without limitation, radon gas.

Section 8. Utility Expenses. The Condominium Project is serviced with public water and sewer, and all charges for same shall be invoiced to and paid by the Association as an expense

of administration, together with all utility charges pertaining to the Common Elements.

The Association shall have the right to reasonably surcharge any Unit or group of Units for water and sewer, above and beyond that amount used on average in the Condominium by other comparable Units or groups of Units. The Association may only surcharge a Unit or group of Units under this provision if, after investigation of the interiors of the affected Units, the Board of Directors reasonably concludes that the excessive water and sewer usage more likely than not resulted from the failure of a Co-owner to comply with their obligation to maintain, repair, or replace their Unit, its appurtenant Common Elements, or any non-Common Element items within the Unit which the Co-owner had a duty to maintain, repair, or replace under the Condominium Documents.

All charges and expenses for electricity and gas relating to Unit interiors shall be individually metered to each Unit and shall be payable as the sole obligation of the Co-owner of each Unit. All charges and expenses for electricity and gas relating to General Common Element lighting shall be payable as the sole obligation of the Association.

Public utilities furnishing services such as electricity, telephone, and telecommunications to the Condominium shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair, or maintenance of such services, and any costs incurred in opening and repairing any wall of the Condominium to reconstruct, repair, or maintain such service shall be borne by the individual Co-owners and/or the Association, as the case may be, as set forth in the provisions of Article IV, Section 3.

ARTICLE V **UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

Section 1. Unit Description. The Condominium Project consists of 30 Units total, numbered 1 to 30 inclusive, and are contained within one (1) building. Each Unit in the Condominium Project is described in this Section with reference to the Condominium Subdivision and Site Plan of St. Clair Terraces Condominium as surveyed by the McMahon Engineering Company and attached hereto as Exhibit B. Each Unit shall include all that space contained within certain horizontal planes designated and delimited by "X" and "Y" coordinate lines and certain vertical planes designated and delimited by "Z" coordinate lines, less any Common Elements contained therein. In determining dimensions, each Unit shall be measured from the main walls and ceiling, and from the interior surface of the finished sub-floor.

Notwithstanding anything hereinabove to the contrary, although within the boundaries of a Unit for purposes of computation of square footage in the Condominium Subdivision Plan, the Co-owner of a Unit shall not own or tamper with any structural components contributing to the support of the building in which such Unit is located, including, without limitation, support columns, pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within such Unit which service the Common Elements or a Unit or Units in addition to the Unit where located. Easements for the existence, maintenance, and repair of all such structural components shall exist for the benefit of the Association.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is set forth below. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the administration, however, the value of each Co-owner's vote at meetings of the Association of Co-owners shall be equal. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the Common Elements of the Condominium. The total value of the Condominium Project is 100 percent.

Set forth below is each Unit number as it appears in the Condominium Subdivision Plan, the percentage of value assigned to each Unit, a description of each Unit by means of the coordinates pertinent to such Unit, and the garage(s) assigned to each Unit:

Unit Number	Unit Address	Percentage of Value Assigned	Description by Coordinate	Garage(s) Assigned
1	17129 Maumee	3.5	X _n X _o X _q X _s Y ₃₈ Y ₃₉ Y ₄₁ Y ₄₃ Y ₄₄ Z _a Z ₄	1
2	17121 Maumee	3.5	X _k X _n X _o Y ₃₈ Y ₃₉ Y ₄₃ Z _a Z ₄	9
3	17111 Maumee	3.5	X _d X _f X _j X _k Y ₃₈ Y ₄₀ Y ₄₃ Y ₄₄ Z _a Z ₄	3
4	17107 Maumee	3.5	X _b X _d X _f Y ₃₇ Y ₃₈ Y ₄₀ Y ₄₂ Z _a Z ₄	6, 7
5	472 St. Clair	3.4	X _n X _c X _e Y ₃₃ Y ₃₅ Y ₃₇ Z _a Z ₄	8
6	474 St. Clair	3.5	X _b X _c X _e X _h Y ₃₂ Y ₃₃ Y ₃₅ Z _a Z ₄	4, 5
7	476 St. Clair	3.2	X _h X _j X _i Y ₃₂ Y ₃₄ Y ₃₆ Z _a Z ₄	12
8	478 St. Clair	3.2	X _i X _m X _n Y ₃₂ Y ₃₄ Y ₃₆ Z _a Z ₄	2
9	480 St. Clair	3.3	X _n X _p X _q Y ₃₁ Y ₃₂ Y ₃₄ Z _a Z ₄	10, 11
10	482 St. Clair	3.3	X _p X _r X _t Y ₂₉ Y ₃₀ Y ₃₁ Z _a Z ₄	13, 17
11	484 St. Clair	3.3	X _p X _r X _t Y ₂₇ Y ₂₈ Y ₂₉ Z _a Z ₄	16
12	486 St. Clair	3.3	X _n X _p X _q Y ₂₃ Y ₂₄ Y ₂₇ Z _a Z ₄	14, 15
13	488 St. Clair	3.2	X _j X _m X _n Y ₂₂ Y ₂₃ Y ₂₄ Z _a Z ₄	20, 21
14	490 St. Clair	3.2	X _h X _j X _i Y ₂₂ Y ₂₃ Y ₂₄ Z _a Z ₄	19
15	492 St. Clair	3.5	X _b X _c X _e X _h Y ₂₃ Y ₂₅ Y ₂₆ Z _a Z ₄	24, 25
16	494 St. Clair	3.4	X _n X _c X _e Y ₂₁ Y ₂₃ Y ₂₅ Z _a Z ₄	26, 27
17	496 St. Clair	3.3	X _n X _e X _g Y ₁₉ Y ₂₀ Y ₂₁ Z _a Z ₄	31
18	498 St. Clair	3.3	X _n X _e X _g Y ₁₇ Y ₁₈ Y ₁₉ Z _a Z ₄	18
19	500 St. Clair	3.4	X _a X _c X _e Y ₁₃ Y ₁₅ Y ₁₇ Z _a Z ₄	28
20	502 St. Clair	3.5	X _b 0 _c X _e X _h Y ₁₂ Y ₁₃ Y ₁₅ Z _a Z ₄	30
21	504 St. Clair	3.2	X _h X _j X _i Y ₁₂ Y ₁₄ Y ₁₆ Z _a Z ₄	29
22	506 St. Clair	3.2	X _i X _m X _n Y ₁₂ Y ₁₄ Y ₁₆ Z _a Z ₄	22
23	508 St. Clair	3.3	X _n X _p X _q Y ₁₁ Y ₁₂ Y ₁₄ Z _a Z ₄	32
24	510 St. Clair	3.3	X _p X _r X _t Y ₉ Y ₁₀ Y ₁₁ Z _a Z ₄	33, 34
25	512 St. Clair	3.3	X _p X _r X _t Y ₇ Y ₈ Y ₉ Z _a Z ₄	35
26	514 St. Clair	3.3	X _n X _p X _q Y ₄ Y ₆ Y ₇ Z _a Z ₄	40
27	516 St. Clair	3.2	X _i X _m X _n Y ₂ Y ₄ Y ₆ Z _a Z ₄	41
28	518 St. Clair	3.2	X _h X _j X _i Y ₂ Y ₄ Y ₆ Z _a Z ₄	39
29	520 St. Clair	3.5	X _b X _c X _e X _h Y ₃ Y ₅ Y ₆ Z _a Z ₄	37, 38

30	522 St. Clair	3.2	X _a X _c X _e Y ₁ Y ₃ Y ₅ Z _a Z ₄	36
		100.0%		

The percentage of value allocated to each Unit in this Section 2 shall not be changed except with the unanimous consent of all the Co-owners expressed in an amendment to this Second Amended and Restated Master Deed duly approved and recorded.

ARTICLE VI

EASEMENTS

Section 1. Easement for Encroachments, Utilities, and Support. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors, or construction deviations, reconstruction, replacement, renovation or repair, additions, or deletions, then reciprocal easements shall exist for the maintenance of the encroachment throughout its existence, and for maintenance after rebuilding in the event of any destruction or casualty. There shall be easements to, through, and over these portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing installation, maintenance, service, and repair of all utilities in the Condominium, including, without limitation, lighting, heating, power, sewer, water, and communications, including telephone and cable television lines. Utility companies and governmental units furnishing services such as water, sanitary sewer, storm sewer, electricity, television, cable, gas, oil, and telephone shall have access to the Common Elements and the Units as may be reasonable for the installation, maintenance, or repair of such services designated as General Common Elements. Any costs related to accessing the Common Elements and Units for the purposes of installation, maintenance, or repair of services designated as General Common Elements shall be an expense of administration to be paid by the Association. Any costs, including damage to any Common Elements which are the responsibility of the Co-owner, shall be paid by the Co-owner of the Unit to which the Common Element is appurtenant.

Every portion of a Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements and any affected Units.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors, is empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes, or other lawful purposes, as may be necessary for the benefit of the Condominium.

Also included are easements created as a result of condemnation or eminent domain proceedings or easements created from time to time by the Board of Directors of the Association (including without limitation those created as a result of repairs, renovations, remediation, extraction and desiccation, or alterations made or approved by the Board) or in documents affecting or pertaining to the Condominium. In addition, each Unit has, and is subject to all easements of necessity in favor of the Condominium Unit or in favor of any other affected Units and the Common Elements.

Section 3. Ingress and Egress. The Association reserves an unrestricted easement and license for ingress and egress over all of the roads, walkways, and driveways in the Condominium Project.

Section 4. Association's Easements for Maintenance, Repair, and Replacement. The Association and its agents or contractors and all public or private utilities shall have such easements over, under, across, and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of inspection, maintenance, repair, decoration, replacement, remediation, extraction and desiccation, or upkeep which it or any of them are required or permitted to perform under the Condominium Documents, by law, or in response to any emergency or common need of the Condominium. These easements include, without any intent of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and any other Common Elements located within any Unit or its appurtenant Limited Common Elements.

While it is intended that each Co-owner, Non-Co-owner Occupant, or mortgagee shall be responsible for the performance and costs of all maintenance, repair, replacement, and decoration of their Unit and Limited Common Elements (as such duties are more specifically set forth in Article IV, Section 3 of this Second Amended and Restated Master Deed), it is nevertheless a matter of concern that a Co-owner, Non-Co-owner Occupant, or mortgagee may fail to properly maintain their Unit interior or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in the Condominium Documents. Therefore, in the event a Co-owner, Non-Co-owner Occupant, or mortgagee fails, as required by the Condominium Documents, to properly and adequately maintain, decorate, repair, replace, remediate, perform extraction and desiccation, or otherwise keep the Unit or any improvements to the Unit, or any Limited Common Elements in good repair, condition and aesthetics, then the Association shall have the perpetual and nonexclusive right of access, and all necessary easements (but not the obligation) to remedy or summarily abate any violations of the Condominium Documents or Laws or Ordinances and to take whatever action or actions it deems desirable and/or necessary to inspect and prevent damage, and to maintain, decorate, repair, remediate, perform extraction and desiccation, or replace the Unit, its improvements or any of its Limited Common Elements, and the General Common Elements, all at the chargeable expense and assessable as an additional assessment of the Co-owner, Non-Co-owner Occupant or mortgagee of the Unit as determined by the Board of Directors.

No Co-owner, Non-Co-owner Occupant, or mortgagee of any Unit shall, in any way, restrict access to any of the common utilities, utility distribution systems, or any other Common Elements that must be accessible to service any Units. Should access to any of these facilities be required, the Association may remove any coverings or attachments that restrict such access. The Association shall not be liable to the Co-owner, Non-Co-owner Occupant or mortgagee of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section 4 or any other provision of the Condominium Documents which grant such easements, rights of entry, or other means of access.

Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time nor is there any obligation for the

Association to do so in accordance with the business judgment of the Board of Directors. All costs and expenses incurred by the Association in evaluating, undertaking, or performing any responsibilities which are required, in the first instance to be borne by any Co-owner, Non-Co-owner or mortgagee, shall be assessed against the Unit, and shall be collected in the same manner as an assessment in accordance with Article II of the Condominium Bylaws and the Condominium Act.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors, is empowered to grant such easements, licenses, and other rights-of-entry, use, and access, and to enter into any contract or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements, and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient, or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multichannel multipoint distribution service and similar services (collectively "Telecommunications") or any other easements or licenses the Board deems necessary or appropriate for the Condominium Project or any Unit in the Condominium Project. Notwithstanding the foregoing, in no event shall the Board enter into any contract or agreement, or grant any easement, license, or right-of-entry, or do any other act or thing which will violate any provision of any Federal, State, or local law or ordinance.

Any and all sums paid by any Telecommunications or other company or entity in connection with any such services, including fees, if any, for the privilege of installation, marketing, or sharing periodic subscriber service fees, are receipts affecting the administration of the Condominium Premises within the meaning of the Act and shall be paid over to and are the property of the Association.

Section 6. Right of Access of Board of Directors. The Board of Directors or its agents or employees have a perpetual and non-exclusive right of access to each Condominium Unit and Common Element:

A. To inspect, maintain, renovate, replace, remediate, perform extraction and desiccation, and make repairs or renovation to the Common Elements contained in the Unit or elsewhere in the Condominium Premises;

B. To prevent damage or deterioration to the Common Elements or to other Condominium Units;

C. To perform any operations required in connection with the decoration, maintenance, repair, replacement, renovation, remediation, extraction or desiccation, or improvement of or to the Common Elements, or any equipment, facilities or fixtures affecting or serving the Unit, other Units, or the Common Elements. Any improvements or alterations by Co-owner can be removed by the Association to perform such functions without liability to affected Co-owner(s); and

D. To remedy or abate at the option of the Board of Directors in their exercise of business judgment any violations of the Condominium Documents or Federal or State laws,

orders, Ordinances, Rules or Regulations of any governmental authority having jurisdiction.

Section 7. Existing Easements of Record; Reserved Easements. The Condominium is subject to all easements of record and all easements as are depicted in the Condominium Subdivision Plan, attached as Exhibit B to the Master Deed. The Association reserves all easements granted by the Condominium Act without restriction of any kind. The maintenance of all easements relating to the Common Elements shall be the responsibility and expense of the Association.

Section 8. Emergency Easements. There shall be an easement for access to the Common Elements and Units as may be reasonable and necessary for police, fire, and medical or other emergency services.

Section 9. Termination of Easements. The Association reserves the right to terminate and revoke any utility or other easement or license granted in this Second Amended and Restated Master Deed at such time as the particular easement or license has become unnecessary. No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Second Amended and Restated Master Deed in accordance with the requirements of the Act and the Condominium Documents.

ARTICLE VII **AMENDMENTS**

This Second Amended and Restated Master Deed and the Exhibits hereto may be amended only in the manner permitted by this Article:

Section 1. Board of Directors Approval. The Association, acting through its Board of Directors, reserves the right to amend the Condominium Documents without the consent of Co-owners or mortgagees for all purposes deemed reasonable and necessary in the exercise of its business judgment to effectuate the intent of the Documents, where such amendments do not materially alter or change the rights of Co-owners or mortgagees. Examples for purposes of illustration include amendments to correct typographical or scrivener's errors, agreements, accommodations, or modifications by and between the Association and any Co-owner, Non-Co-owner Occupant or mortgagee, for the purpose of facilitating mortgage loan financing for existing or prospective Co-owners, and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, or by any other institutional participant in the secondary mortgage market which purposes or insures mortgages.

Section 2. Co-owner Approval. Whenever a proposed amendment to this Second Amended and Restated Master Deed would alter or affect the rights of the Co-owners, such amendment shall require the approval of two-thirds (⅔) of the Co-owners of the Units in the Condominium entitled to vote as of the Record Date for such vote or by valid Court proceeding.

Written notice of any such amendments, as well as any proposed amendments to the Articles of Incorporation, shall be provided to all Co-owners at least thirty (30) days prior to the beginning of any voting on such amendments. The notice shall contain an itemized list of all proposed amendments. Amendments to this Second Amended and Restated Master Deed shall be further governed by Article XV of the Second Amended and Restated Condominium Bylaws regarding "Amendments".

Section 3. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees (as defined in Section 90a(9) of the Condominium Act, as amended), such amendment shall require the consent of not less than two-thirds ($\frac{2}{3}$) of all first mortgagees of record. A mortgagee shall have one (1) vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90a of the Condominium Act.

Section 4. Percentage of Value. Notwithstanding any other provision of this Article VII, the proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and their mortgagee, nor shall the method or formula used to determine the percentages of value of Units in the Condominium, as described in Article V, Section 2 hereof, be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Condominium Act, as amended.

Section 5. Modification of Units and Assignment of Common Elements. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified in any material way without the written consent of such Co-owner and their mortgagee, nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair, or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in the Condominium Documents to the contrary. Common Elements can be assigned and re-assigned only in accordance with Section 39 of the Condominium Act.

Section 6. Cost of Amendments. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners as described above in Section 2 or based upon the Board of Directors' approval as described above in Section 1, the costs of which shall be deemed expenses of administration.

Section 7. Effective Date. An Amendment to this Master Deed shall not be effective until the amendment is recorded. A copy of the recorded amendment shall be delivered to each Co-owner.

ARTICLE VIII **TERMINATION, VACATION, REVOCATION, OR ABANDONMENT**

The Condominium Project shall not be terminated, vacated, revoked, or abandoned without the prior consent of eighty (80%) percent of all Co-owners and eighty (80%) percent of first mortgagees or valid Court proceeding, which shall comply with applicable provisions of the Michigan Condominium Act. Consent of the required majority of Co-owners and mortgagees to

termination, vacation, revocation, or abandonment of the Condominium Project shall be evidenced by their execution of the termination, revocation, vacation, or abandonment agreement or of written ratification thereof, and the termination, revocation, vacation, or abandonment shall become effective only when the agreement is recorded.

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

Upon recording an agreement terminating, revoking, vacating, or abandoning the Condominium Project, any rights the Co-owner may have to the assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except those common profits shall be distributed in accordance with the Condominium Documents and the Laws of the State of Michigan.

ARTICLE IX **CONTROLLING LAW**

The provisions of the Condominium Act, and of the other laws of the State of Michigan, shall be applicable to and govern this Master Deed and all activities hereto.

* * * * *

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association has executed this Second ^{TNDB}~~Amendment to~~
Amended and Restated Master Deed the day and year first above written.

ST. CLAIR TERRACES ASSOCIATION,
a Michigan Nonprofit Corporation

Betty J. Smith

By: Betty J. Smith
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

^{TNDB}
The foregoing Second ~~Amendment to~~ Amended and Restated Master Deed of St. Clair
Terraces Association has acknowledged before me, a Notary Public, on the 9th day of July, 2024,
by Betty J. Smith, the President of St. Clair Terraces Association, a Michigan Nonprofit
Corporation and executing same as her own free act and deed on behalf of the Association.

Tracy Nanner-Bond

Tracy N. Danner-Bond, Notary Public
Wayne County, Michigan
My Commission Expires: 07-07-2025
Acting in the County of Oakland

Drafted by and when recorded return to:

Tracy N. Danner-Bond, Esq.
Hirzel Law, PLC
37085 Grand River Ave., Ste. 200
Farmington, MI, 48335