

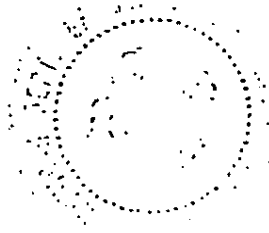
Lansing, Michigan

To All To Whom These Presents Shall Come:

I, Richard K. Helmbrecht, Director, Michigan Department of Commerce,  
Do Hereby Certify That Articles of Incorporation of \_\_\_\_\_

SHEFFIELD SQUARE CONDOMINIUM II ASSOCIATION

were duly filed in this office on the \_\_\_\_\_ 19th day of \_\_\_\_\_ November, 19 75,  
in conformity with Act 284, Public Acts of 1972, as amended, and Act 327, Public  
Acts of 1931, as amended.



In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this \_\_\_\_\_ 19th day  
of \_\_\_\_\_ November, 19 75.

*Richard K. Helmbrecht*  
Director

NON-PROFIT  
ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1931, as amended, and Act No. 284 of the Public Acts of 1972, as follows:

ARTICLE I

The name of the corporation is Sheffield Square Condominium II Association.

ARTICLE II

The purpose or purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Sheffield Square Condominium II, a condominium, (hereinafter called the "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as Landlord or Tenant) any real and personal property, including, but not limited to, any apartment in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this Corporation as may hereafter be adopted;
- (j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 229 of Public Acts of 1963, as from time to time amended;
- (k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

Location of the first registered office is: 31800 West Eight Mile Road, Farmington, Oakland County, Michigan.

Post office address of the first registered office is: 31800 West Eight Mile Road, Farmington, Michigan 48024.

ARTICLE IV

The name of the first resident agent is: Milton Barnett.

ARTICLE V

Said corporation is organized upon a non-stock basis;

The amount of assets which said corporation possesses is:

- Real Property: None
- Personal Property: None

Said corporation is to be financed under the following general plan:  
Assessment of Members

ARTICLE VI

The names and places of business of each of the incorporators are as follows:

- Essel W. Bailey, Jr., 2700 City National Bank Building, Detroit, Michigan 48226
- William T. Myers, 2700 City National Bank Building, Detroit, Michigan 48226
- Robert L. Nelson, 2700 City National Bank Building, Detroit, Michigan 48226

ARTICLE VII

The names and addresses of the first Board of Directors are as follows:

- Gordon Grossman, 31800 W. Eight Mile Road, Farmington, Michigan 48024
- William I. Touran, 17000 W. Eight Mile Road, Farmington, Michigan 48075
- Evelyn Schwartz, 17000 W. Eight Mile Road, Farmington, Michigan 48075

ARTICLE VIII

The term of corporate existence is perpetual.

ARTICLE IX

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

- (a) Each co-owner (including the Developer) of an apartment in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to any non-co-owner incorporators, who shall cease to be members upon the qualification for membership of any co-owner) shall be established by acquisition of fee simple title to an apartment in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located, a deed or other instrument establishing a change of record title to such apartment and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new co-owner thereby becoming a member of the corporation, and the membership of the prior co-owner thereby being terminated.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his apartment in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

We, the incorporators, sign our names this 12th day of November, 1976.

/s/ Essel W. Bailey, Jr.  
Essel W. Bailey, Jr.

/s/ William T. Myers  
William T. Myers

/s/ Robert L. Nelson  
Robert L. Nelson

TRUE COPY  
MICHIGAN DEPARTMENT  
OF COMMERCE

C & S - 113 (Rev. 7/74)

(For Use by Domestic and Foreign Corporations)  
**CERTIFICATE OF CHANGE OF REGISTERED OFFICE  
AND/OR CHANGE OF RESIDENT AGENT**

Please Read Carefully Instructions on Back of this Form

The undersigned corporation, in accordance with the provisions of Section 242 of Act 234, Public Acts of 1972, as amended, does hereby certify as follows:

1. The name of the corporation is SHEFFIELD SQUARE CONDOMINIUM II ASSOCIATION

2. The address of its ~~former~~ registered office is: (See instructions on reverse side)  
31600 W. Eight Mile Rd., Farmington, Michigan 48024  
(No. and Street) (Town or City) (Zip Code)

The mailing address of its former registered office is: (Need not be completed unless different from the above address)  
\_\_\_\_\_  
(No. and Street or P.O. Box) (Town or City) Michigan (Zip Code)

3. (The following is to be completed if the address of the registered office is changed.)  
The address of the registered office is changed to:  
\_\_\_\_\_  
(No. and Street) (Town or City) Michigan (Zip Code)

The mailing address of the registered office is changed to: (Need not be completed unless different from the above address)  
\_\_\_\_\_  
(No. and Street or P.O. Box) (Town or City) Michigan (Zip Code)

4. The name of the former resident agent is Milton Barnett

5. (The following is to be completed if the resident agent is changed.)  
The name of the successor resident agent is William I. Touran

6. The corporation further states that the address of its registered office and the address of the business office of its resident agent, as changed, are identical.

7. The changes designated above were authorized by resolution duly adopted by its board of directors.

Signed this 21<sup>st</sup> day of FEBRUARY, 19 77

SHEFFIELD SQUARE CONDOMINIUM II ASSOCIATION  
(Name of Corporation)  
BY William I. Touran  
(Signature of President, Vice-President, Chairman or Vice-Chairman)  
William I. Touran, Vice President  
(Type or Print Name and Title)

(See Instructions on Reverse Side)

(Please do not write in spaces below - for Department use)

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU	
Date Received	<p><b>FILED</b></p> <p>FEB 7 1977</p> <p><i>Richard K. Healy</i> DIRECTOR Michigan Department of Commerce</p>
FEB 4 1977	

C & S - 113 (Rev. 2-74)

**INFORMATION AND INSTRUCTIONS**

*Certificate of Change of Registered Office and/or Change of Resident Agent*

1. Insert the present address of the registered office in part 2 of the certificate. This address must agree with the address of the registered office as designated in the articles of incorporation or subsequent corporate certificate reflecting a change as filed with the Corporation and Securities Bureau.
2. A post office box is not permitted to be designated as the address of the registered office. The mailing address may differ from the address of the registered office only if a post office box address in the same city as the registered office is designated as the mailing address.
3. Insert the name of the present resident agent in part 4 of the certificate. This name must agree with the name of the resident agent as designated in the articles of incorporation or subsequent corporate certificate reflecting a change as filed with the Corporation and Securities Bureau.
4. The Certificate is required to be signed in ink by the chairman or vice-chairman of the board, or the president or a vice-president of the corporation.
5. One original copy is required. A true copy will be prepared by the Corporation and Securities Bureau and returned to the person submitting the Certificate for filing.
6. Filing fee . . . . . \$5.00  
(Make fee payable to State of Michigan)
7. Mail form and fee to:  
  
Michigan Department of Commerce  
Corporation and Securities Bureau  
Corporation Division  
P.O. Drawer C  
Lansing, Michigan 48904

EASEMENT, LICENSE AND JOINT MAINTENANCE AGREEMENT

This Easement, License and Joint Maintenance Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 1977, by Whittier Construction Company, a Michigan corporation ("Developer"), 17000 West Eight Mile Road, Suite 275, Southfield, Michigan 48075, and Sheffield Square Condominium Association, a Michigan non-profit corporation ("Association"), 31800 West Eight Mile Road, Farmington, Michigan 48024.

W I T N E S S E T H :

WHEREAS, Developer is the owner of the following described property, all or part of which Developer intends to establish as one or more condominium projects:

Commencing at the Southwest corner of Outlot B of Rolling Meadows Community No. 6, a subdivision of part of the East 1/2 of Section 36, T.3S., R.5E., City of Saline, Washtenaw County, Michigan, as recorded in Liber 19 of Plats, Pages 13, 14 and 15, Washtenaw County Records; thence South 89 degrees 03 minutes 30 seconds East 461.17 feet to the point of beginning; thence North 00 degrees 16 minutes West 289.68 feet; thence North 08 degrees 07 minutes East 45.73 feet; thence North 01 degree 51 minutes 30 seconds East 93.42 feet; thence North 89 degrees 44 minutes East 424.81 feet; thence along the West line of Harris Street (66.0 feet wide) along the arc of a circular curve to the right, radius 3404.72 feet, chord South 03 degrees 14 minutes East 438.55 feet; thence North 88 degrees 59 minutes 30 seconds West 80 feet; thence North 89 degrees 03 minutes 30 seconds West 377.73 feet to the point of beginning (hereinafter, "Parcel No. 1"), and

WHEREAS, the Association is the entity that is responsible for managing and administering the affairs of Sheffield Square Condominium, a condominium established pursuant to the Master Deed thereof, as recorded in Liber 1493, Page 282, Washtenaw County Records (hereinafter, "Parcel No. 2"), and

WHEREAS, Parcel No. 1 and Parcel No. 2 now are separate parcels and it is the intention of Developer and Association that such parcels and all improvements from time to time located thereon hereafter will be maintained as separate parcels, and

WHEREAS, it is therefore necessary to declare a certain non-exclusive easement over Parcel No. 1 for the purpose of assuring adequate ingress to and egress from Parcel No. 2 from and to Harris Street; to grant a certain non-exclusive license over Parcel No. 2 for the purpose of assuring adequate ingress to and egress from the parking area contiguously located on Parcel No. 1 and Parcel No. 2; to provide for the joint maintenance of the areas that are subject to the foregoing easement and license; to provide reciprocal utility easements and/or licenses for the benefit of Parcel No. 1 and Parcel No. 2 and to provide for the joint maintenance of the utility mains located in and on Parcel No. 1 and Parcel No. 2 in the event that such mains are not maintained by the local public authorities or by the pertinent utility company.

NOW, THEREFORE, the Developer and the Association hereby declare, grant and agree to the following easements, licenses and joint maintenance obligations, which easements, licenses and joint maintenance obligations shall, to the extent permitted by law, be irrevocable, perpetual and run with the land.

I. Easements and Licenses for Ingress and Egress and Utilities

A. Gordon Grossman Building Company, a Michigan corporation, previously declared and granted a certain ingress-egress easement over Parcel No. 1, as shown on Sheet 2 of Exhibit "B" to the Master Deed of Sheffield Square Condominium, as recorded in Liber 1493, Page 304, Washtenaw County Records. The Developer hereby redeclares, restates, reaffirms and grants such easement in the manner set forth below, and also hereby declares and grants the utility easement set forth below.

(i) Ingress-Egress Easement: The Developer hereby reddeclares, restates, reaffirms and grants to the Association and to each member thereof the following non-exclusive easement over Parcel No. 1 for the purpose of ingress to and egress from Parcel No. 2 from and to Harris Street, as shown on Exhibit "A" hereto:

(a) A 30.0 foot wide easement for ingress and egress, being 15.0 feet on either side of the following described center line:

Commencing at the Southwest corner of Outlot B of Rolling Meadows Community No. 6, a subdivision of part of the East 1/2 of Section 36, Town 3 South, Range 5 East, City of Saline, Washtenaw County, Michigan, as recorded in Liber 19 of Plats, Pages 13, 14 and 15, Washtenaw County Records; thence South 89°03'30" East 461.17 feet along the South line of said Outlot; thence along the Southerly extension of the center line of the parking lot within Sheffield Square Condominium and Sheffield Square Condominium II, North 0°16' West 20.50 feet for a place of beginning; thence South 89°03'30" East 382.13 feet; thence South 88°59'30" East 75.83 feet to the West line of Harris Street for a place of ending, being a part of said Outlot B of Rolling Meadows Community No. 6, a part of the East 1/2 of Section 36, Town 3 South, Range 5 East, City of Saline, Washtenaw County, Michigan, and

(b) A 12.0 foot wide easement for ingress and egress over the land situated between the following described line and a line parallel to such line and located 12.0 feet to the east thereof:

Commencing at the Southwest corner of Outlot B of Rolling Meadows Community No. 6, a subdivision of part of the East 1/2 of Section 36, Town 3 South, Range 5 East, City of Saline, Washtenaw County, Michigan, as recorded in Liber 19 of Plats, Pages 13, 14 and 15, Washtenaw County Records; thence South 89°03'30" East 461.17 feet along the South line of said Outlot for a place of beginning; thence along the Southerly extension of the center line of the parking lot within Sheffield Square Condominium and Sheffield Square Condominium II and the center line of said parking lot North 0°16' West 289.68 feet; thence continuing along the center line of said parking lot North 08°07' East 45.73 feet for a place of ending, being a part of said Outlot B of Rolling Meadows Community No. 6, a part of the East 1/2 of said Section 36, Town 3 South, Range 5 East, City of Saline, Washtenaw County, Michigan.

(ii) Utility Easement: The Developer hereby declares and grants to the Association and to each member thereof a non-exclusive easement to enter upon such portions of Parcel No. 1 and to perform such acts thereon as may be reasonably required to maintain, repair and replace the water, sanitary sewer, storm sewer, electrical, telephone and gas mains that serve any structure located upon Parcel No. 2. The easement hereby granted may be exercised by the beneficiaries or their designees only if the municipality or utility company that provides the utility service does not maintain, repair and replace the pertinent mains, and only upon compliance with the terms hereof.

B. The Association hereby grants the following non-exclusive licenses to the Developer:

(i) Ingress-Egress License: A license over that portion of Parcel No. 2 described below for the purpose of ingress to and egress from the parking area contiguously located upon Parcel No. 1 and Parcel No. 2, as shown on Exhibit "A" hereto:

A 12.0 foot wide easement for ingress and egress over the land situated between the following described line and a line parallel to such line and located 12.0 feet to the west thereof:

Commencing at the Southwest corner of Outlot B of Rolling Meadows Community No. 6, a subdivision of part of the East 1/2 of Section 36, Town 3 South, Range 5 East, City of Saline, Washtenaw County, Michigan, as recorded in Liber 19 of Plats, Pages 13, 14 and 15, Washtenaw County Records; thence South 89°03'30" East 461.17 feet along the South line of said Outlot for a place of beginning; thence along the Southerly extension of the center line of the parking lot within Sheffield Square Condominium and Sheffield Square Condominium II and the center line of said parking lot North 0°16' West 289.68 feet; thence continuing along the center line of said parking lot North 8°07' East 45.73 feet for a place of ending, being a part of said Outlot B of Rolling Meadows Community No. 6, a part of the East 1/2 of said Section 36, Town 3 South, Range 5 East, City of Saline, Washtenaw County, Michigan.

(ii) Utility License: A non-exclusive license to enter upon such portions of Parcel No. 2 and to perform such acts thereon as may be reasonably required to maintain, repair and replace the water, sanitary sewer, storm sewer, electrical, telephone and gas mains that serve any structure located upon Parcel No. 1. The license hereby granted may be exercised by the holder or its designees only if the municipality or utility company that provides the utility service does not maintain, repair and replace the pertinent mains, and only upon compliance with the terms hereof.

C. The owners of Parcel No. 1 and Parcel No. 2 shall be entitled to park upon only that portion of the parking area referred to above that is located upon the parcel that they respectively own. The purpose of the ingress-egress easement and license granted above is merely to provide convenient access to such parking area and is not intended to authorize the owners of Parcel No. 1 to park upon that portion of the parking area that is located upon Parcel No. 2 or to authorize the owners of Parcel No. 2 to park upon that portion of the parking area that is located upon Parcel No. 1.



D. The beneficiaries of the easements and licenses set forth above shall include the respective owners of the benefited parcels and their successors, assigns, invitees, employees, licensees, guests and such other persons as may be authorized by a beneficiary.

## II. Joint Maintenance of Ingress-Egress Roadway, Parking Area and Utilities

A. Part of the ingress-egress roadway described above is paved and part of such roadway is gravel. Until such time as the gravel portion of the roadway is paved, the Developer shall be solely responsible for determining the level and frequency of all maintenance, repair and replacement of the gravel portion of the ingress-egress roadway (except for snow removal, which shall be the responsibility of the Association) and the Association shall have the corresponding responsibility for the paved portion thereof. Each party shall consult with the other in discharging its obligations under this paragraph, and both parties shall be obligated to maintain that portion of the roadway for which it is responsible in a reasonable state of repair so as to permit unimpeded ingress and egress. All expenses of maintenance, repair and replacement of the gravel portion of the roadway (except for expenses of snow removal, which shall be borne in equal shares by the parties) shall be borne exclusively by Developer, and the parties shall share the expenses of maintenance, repair and replacement of the remainder thereof in accordance with paragraph IID below. Nothing contained herein shall obligate the Developer to pave any portion of the gravel part of the ingress-egress roadway; provided, however, that if and when such gravel portion is paved, the responsibility for maintaining, repairing and replacing the entire ingress-egress roadway shall be determined in accordance with paragraphs IIB through IID below.

B. The Association shall be responsible for determining the level and frequency of maintenance (including without limitation, snow removal), repair and replacement of the parking area described above (and, if and when applicable, the ingress-egress roadway). In making its determination with respect to such matters, the Association shall from time to time consult with the owner(s) of Parcel No. 1 or their representatives, but the Association shall have the final authority to make such determination; provided, however, that the level and frequency of such maintenance, repair and replacement shall be the same for both parcels.

C. In pursuance of its responsibilities and authority as set forth above, the Association shall, after consultation with the owner(s) of Parcel No. 1 in accordance with paragraph IIA, select the persons or subcontractors who shall perform the required maintenance and/or repair services. In making such selection, the Association shall at all times act in the best interests of the owners of Parcel No. 1 and Parcel No. 2, but the Association shall not necessarily be responsible for obtaining the lowest price for the service or commodity purchased pursuant to this paragraph IIC.

D. The owners of Parcel No. 1 and Parcel No. 2 shall share equally the costs of maintaining, repairing and replacing the areas referred to above.

E. In the event the local public authority or the pertinent utility company does not maintain, repair and replace the utility mains that are located on and in Parcel No. 1 and Parcel No. 2, the cost of such maintenance, repair and replacement shall be borne equally by the owners of Parcel No. 1 and Parcel No. 2. The cost of maintaining, repairing and replacing utility leads located on each parcel, however, shall be borne entirely by the owner of the parcel upon which the utility leads that require maintenance, repair or replacement are located.

III. Lien for Enforcement of Expense-Sharing Obligations

A. All sums assessed to the owners of Parcel No. 1 pursuant to the expense-sharing formula set forth in Section II shall constitute a lien against Parcel No. 1 from the date of assessment; all sums assessed to the owners of Parcel No. 2 pursuant to the expense-sharing formula set forth in Section II shall constitute a lien against Parcel No. 2 from the date of assessment. All such liens shall be junior to any lien arising under federal or state law and all sums unpaid on a mortgage held by an institutional lender regardless of the priority that otherwise would be accorded the liens arising hereunder. The priority of the liens arising hereunder as to all other competing liens shall be determined by the general Michigan law of priorities in real property matters.

B. In the event the owner of Parcel No. 1 or Parcel No. 2 defaults in its obligation to pay any assessment levied under Section II, the non-defaulting owner may enforce collection of such assessment by a suit at law for a money judgment or by foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed under Michigan law. The expenses incurred in connection with collecting unpaid assessments, including interest, costs and attorneys' fees and advances for other liens paid by the non-defaulting owner to protect its lien, shall be chargeable to the owner in default, and shall be secured by the lien on the defaulting owner's parcel. Further, no owner of Parcel No. 1 or Parcel No. 2 who is in default hereunder shall be entitled to the benefits hereof. The non-defaulting owner shall be entitled to cause a suitable notice of default to be recorded in the Washtenaw County records, to be served upon the defaulting owner and to be otherwise published.

C. No owner of Parcel No. 1 or Parcel No. 2 may exempt itself from liability for any assessments levied under Section II by waiver of use or enjoyment of this Easement, License and Joint Maintenance Agreement.

IV. Miscellaneous

A. In the event of any dispute or disagreement arising hereunder, the matter shall be submitted to arbitration under the Commercial Arbitration Rules then in force of the American Arbitration Association, and the resolution of the matter by such arbitration shall be binding upon all persons affected hereunder, and a judgment upon such award may be entered by any circuit court in Michigan.

B. The Sheffield Square Condominium Association expressly joins in this instrument for purposes of agreeing to pay on behalf of its members the share of the costs of maintenance, repair and replacement that may be imposed on the co-owners of Parcel No. 2 as a result of this Easement, License and Joint Maintenance Agreement.

C. The rights and obligations of the owner of Parcel No. 1 and the Association arising under this Agreement shall inure to the benefit of, and be binding upon, the owner of Parcel No. 1, the owner of Parcel No. 2 and their respective successors and assigns. In the event one or more condominium projects is established upon all or part of Parcel No. 1, the rights and obligations of the owner of that portion of Parcel No. 1 that is included in such condominium project(s) shall be administered by the entity

that is responsible for managing and administering the affairs of such condominium project(s).

WITNESSES:

WHITTIER CONSTRUCTION COMPANY,  
a Michigan corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

SHEFFIELD SQUARE CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

STATE OF MICHIGAN )  
                          ) ss  
COUNTY OF            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1977, by \_\_\_\_\_, who is \_\_\_\_\_ of WHITTIER CONSTRUCTION COMPANY, a Michigan corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN )  
                          ) ss  
COUNTY OF            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1977, by \_\_\_\_\_, who is \_\_\_\_\_ of SHEFFIELD SQUARE CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, on behalf of the association.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

DRAFTED BY:

Robert L. Nelson of  
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG  
2401 West Big Beaver Road  
Troy, Michigan 48084

WHEN RECORDED, PLEASE RETURN TO DRAFTER.