

Lexington Place Responsibility Matrix* (March 2013) REV May 2025

****This Matrix does not replace the recorded condominium documentation. In the event this matrix conflicts with the recorded condominium documentation, the recorded condominium documentation will govern. The 50 units or homes in Lexington Place include 12 units or homes in four attached buildings identified as Units 1-5 and 54-60 with the remaining 38 units or homes identified as Units 69 through 106 comprising single family structures.***

Item	Assoc	Co-Owner	Comments	NOTES
Roads, parking area, pedestrian pathways, entrance facilities, landscaped and open areas	X		Excludes roads dedicated to public use. <i>See note 1 below</i>	MD Art IV, par (a)(1)
Electrical System	X		Up to electrical outlets in Units 1-5 and 54-60; Up to point of connection with meter for Units 89-106	MD Art IV, par (a)(2) as revised by 1st Amnd, par 3(2)
Electrical fixtures and appliances within unit		X	Requires approval of Association to modify electrical system. Requires work to be done by licensed electrician. <i>See note 2 below</i>	MD Art IV, par (d)(5) and (6)
Gas lines	X		Up to point of connection with gas fixture in Units 1-5 and 54-60; Up to point of connection with the meter for Units 69-106	MD Art IV, par (a)(3) as revised by 1st Amnd, par 3(3)
Water system including sprinkler system. Fire Hydrants	X		Association only responsible for water lines up to point where service is connected or enters Residence.	MD Art IV, par (a)(4) as revised by 1st Amnd, par 3(4)
Drain lines. Water softener discharge line		X		MD Art IV, par (d)(10) as supp by 1st Amnd, par 7
Sump pumps (attached units)	X		Association responsible for sump pumps for attached units because they are shared by more than one unit	MD Art IV, par (d)(7) as revised by 2nd Amnd, par 1(7)
Sump pumps (detached units)		X		<i>See reference immediately above</i>
Sanitary sewer system	X		Up to point where service enters or is connected with each Residence	MD Art IV, par (a)(5) as revised by 1st Amnd, par 3(5)
Storm sewer and storm water drainage system	X			MD Art IV, par (a)(6)
Plumbing	X		Up to point of connection with fixtures in Units 1-5 and 54-60. Up to point of connection with Residences for Units 69-106.	MD Art IV, par (a)(7) as revised by 1st Amnd, par 4(7)

Plumbing Fixtures		X	Excludes sump pump which is Association responsibility for attached units only	MD Art IV, par (d)(7) as revised by 2nd Amnd, par 1(7)
Cable phone lines	X		Up to point of connection with outlets in Units 1-5 and 54-60; Up to point of connection with Residences for Units 59-106	MD Art IV, par (a)(8) as revised by 1st Amnd, par 4(8)
Structural members, materials and components of exterior walls; roof, furnace chimneys' foundations; walls and floors; ceilings and floors which envelop the air space within the unit or residence and air space within the attics perimeter walls (including window and door frames therein, excluding the glass within the frames and glass sliding doors including the frames).	X			MD Art IV, par (a)(9) as revised by 1st Amnd, par 4(9)
Site Lighting	X		Includes all wiring, fixtures, posts and meters	MD Art IV, par (a)(10)
Porches, courtyards, decks and exterior light fixtures, including fixtures on porches and decks and near garage doors		X	Includes any installed gas barbeque. Excludes brick walls or piers enclosing individual courtyard (Association responsibility)	MD Art IV, par (b)(1) and (2); MD Art IV, par (d) (6) re exterior electrical outlets. See Note 2 below
Fireplace combustion chamber (in or outside unit)		X		MD Art IV, par (b)(4)

Garage Doors, openers, interior of garage		X	Co-owner responsible for maintenance of garage floors. Association responsible for replacing garage floor as part of foundation if and when replacement is necessary. Putting responsibility for repair and ordinary maintenance of the interior floors of garages on the Association would pose problems in that a number of owners have applied sealants to their garage floors without submitting modification requests which the Association has not required in the past. Monitoring the condition of interior garage floors would require an unacceptable level of intrusiveness on the part of the Association.	MD Art IV, par (d)(12) as revised by 1st Amnd, par 7
Heating, ventilation, air conditioning		X	Includes outside AC compressor and pad for same	MD Art IV, par (b)(7) as revised by 1st Amnd, par 5(7)
All appliances within unit		X		MD Art IV, par (d)(1) as revised by 1st Amnd, par 7
Cabinets, counters, interior doors, sinks, tile and wood.		X		MD Art IV, par (d)(8) as revised by 1st Amnd, par 7
Paint, wallpaper, carpeting and trim		X		MD Art IV, par (d)(9) as revised by 1st Amnd, par 7
Liability Insurance	X	X	Association responsible for insurance for Common Elements; Co-owner responsible for insuring personal property, risk liability within own unit	Association obligation in By-Laws, Art IV, Sec 1 as revised by 1st Amnd para 10; Co-owner obligation in By-Laws, Art Sec 3; Also see 1st Amnd para 11 (c)
Interior of all entry doors, all doors, windows, doorwalls, screens and any glass within any entry door or window		X		MD Art IV, para (b)(3)
Landscaping installed near deck and plants maintained on porches or in courtyards		X	Installed landscaping and plants must comply with Association rules and standards	MD Art IV(d)(3), as revised 2d Amnd para 1(3)
Limited Common Element (LCE)-common expenses		X	Are assessed against the unit to which the LCE is assigned at the time the expense is incurred	Fourth paragraph of MD Art IV, para (c) as supp by 1st Amnd, para 6

<p>Note 1 The sidewalks connecting the limited common element driveways to the limited common element porches that are appurtenant to each home in the development have been treated as limited common elements that are to be repaired and replaced by the owner because they only benefit the owner of the home accessed by the sidewalk.</p>				
<p>Note 2 The rationale stated in Note 1 above regarding the sidewalks connecting the limited common element driveways to the porches at each unit also applies to the exterior light fixtures on each unit, including those to the side of each garage since the only benefit the owner of the home to which the fixtures are attached.</p>				
<p>The following abbreviations have been used in the Matrix set out above</p>				
<p>“MD” means the Master Deed of Lexington Place Condominium recorded by Lexington Partners, LLC as the original developer on May 23, 2005 in the Oakland County Records along with the Bylaws (Exhibit A) and the Condominium Subdivision Plan (Exhibit B).</p>				
<p>“By-Laws” mean the Bylaws recorded as Exhibit A to the above described original Master Deed.</p>				
<p>“1st Amnd” means the First Amendment to Master Deed of Lexington Place Condominium recorded by Robertson South Lyon LLC as the successor developer on May 30, 2012 in the Oakland County Records.</p>				
<p>“2nd Amnd” means the Second Amendment to Master Deed of Lexington Place Condominium recorded by Robertson South Lyon LLC as the successor developer on April 24, 2013 in the Oakland County Records.</p>				
<p>Note: Robertson South Lyon LLC recorded a Third Amendment to Master Deed on June 3, 2014 in the Oakland County Records to change the designation of all 50 units as “must be built” with the completion of the development. Lexington Place Condominium Association subsequently respectively recorded Fourth and Fifth Amendments to the Master Deed on December 22, 2015 and on June 30, 2022 with respect to issues not related to the assignment of responsibilities for maintenance, repair and replacement of elements of the development.</p>				
<p>“Art” means Article and “par” means paragraph.</p>				