

FOURTH AMENDMENT TO
AND RESTATEMENT OF DECLARATION OF RESTRICTIONS
for
FRANKLIN COLONY CLUB

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This Fourth Amendment to and Restatement of the Declaration of Restrictions for Franklin Colony Club is made this 7th day of September, 1993, by Franklin Colony Club Association, a non-profit corporation organized to administer the affairs of Franklin Colony Club.

WHEREAS, Franklin Colony Club was established as a subdivision pursuant to the Subdivision Control Act, MCLA Section 560.101 et seq., by the recording of a Plat in Liber 135, Pages 13 and 14, Oakland County Records, on the 2nd day of August, 1972, by Creative Communities, Inc., hereinafter referred to as the Developer; and, Ent 18-36-476-000 lots 1-6 *Colony Park*

ENT

WHEREAS, Franklin Colony Club Subdivision No. 2 was established as a subdivision pursuant to the Subdivision Control Act, MCLA § 560.101 et seq., by the recording of a plat in Liber 138, Pages 27-28, Oakland County Records, on July 23, 1973, by Developer; and Ent 18-36-476-000 lots 7-11 *Refer to*

WHEREAS, Franklin Colony Club Subdivision No. 3 was established as a subdivision pursuant to the Subdivision Control Act, MCLA § 560.101 et seq., by the recording of a plat in Liber 150, Page 39, Oakland County Records, on March 22, 1977, by Developer; and Ent 18-36-476-000 lots 12-15 *Refer to*

WHEREAS, the subdivision was developed under and in accordance with the One Family Residential Cluster Option of the ~~West Bloomfield Township~~ Zoning Ordinance and has included within its boundaries certain parks and common areas which are available for the common use and enjoyment of the owners and residents of lots included within the subdivision; and,

WHEREAS, it is necessary and desirable to update the binding conditions and restrictions applicable to all property within the subdivision which were established by the developer to insure the continued proper maintenance and government of the common areas and to promote the rights and interests of the property owners and residents of the subdivision; and,

WHEREAS, this Fourth Amendment to and Restatement of the Declaration of Restrictions was approved by two-thirds (2/3rds) of the lot owners as provided by Article VII, Section 8 of the original Declaration;

NOW, THEREFORE, IT IS HEREBY DECLARED that the covenants, conditions, and restrictions contained in the Declaration of Restrictions for Franklin Colony Club recorded in Liber 5917, Page 197, as amended by a First Amendment recorded in Liber 5941, Page 130, a Second Amendment recorded in Liber 5980, Page 410, and a Third Amendment recorded in Liber 6124, Pages 653 are hereby amended and fully restated as provided by Article VII, Section 8 of the original Declaration of Restrictions. It is further declared that the covenants, conditions, and restrictions stated herein are covenants running with the land and are binding upon the heirs, personal representatives, successors, and assigns of Franklin Colony Club Association and all of the current and future owners of individual lots and other parcels contained within the subdivision described in the attached Exhibit A.

ARTICLE I
DEFINITIONS

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The following definitions shall apply to the several terms used in this Declaration.

1. "Association" shall mean Franklin Colony Club Association, the Michigan non-profit corporation organized to administer the affairs of the subdivision.

2. "Bylaws" means the Corporate Bylaws of Franklin Colony Club Association as provided for under the Michigan Non-Profit Corporation Act.

3. "Common Areas" shall mean Colony Park and Club Park of Franklin Colony Club Subdivision; the streets, drives, and courts contained within the subdivision; and any other areas reserved for the common use of the lots owners and residents of the subdivision. Nothing herein shall be construed as a declaration or dedication of Colony Park, Club Park, or any of the streets, drives, and courts to the use of the general public, it being the intention for each of these common areas to retain their private nature.

4. "Lot" shall mean each of the plated lots within Franklin Colony Club Subdivision as noted in the plats recorded in Liber 135, Pages 13 and 14 of Plats, Oakland County Records, or any other separate parcel into which any such lot may be divided, but shall not include Colony Park or Club Park.

5. "Lot owners" shall be defined as every person or entity who or which is a record owner of a fee simple interest in any lot, but not including any such record owners who have sold their entire interest pursuant to a land contract. During such time as a land contract remains executory, the land contract vendee shall be considered to be the lot owner; provided, however, that the land contract vendor's interest in the property shall be subject to the lien provided in Article IV below.

6. "Township" shall mean and refer to the Township of West Bloomfield, Oakland County, Michigan.

7. "Franklin Colony Club" or "Subdivision" shall mean and refer to Franklin Colony Club Subdivision as recorded in Liber 135 of Plats, Pages 13 and 14 of Plats, Oakland County Records; Franklin Colony Club Subdivision No. 2 as recorded in Liber 138 of Plats, Pages 27 and 28, Oakland County Records; and Franklin Colony Club Subdivision No. 3 as recorded in Liber 150 of Plats, Pages 37-39, including all of the property contained in the description attached as Exhibit A.

8. "Declaration of Restrictions" or "Declaration" means and includes this Declaration of Restrictions as recorded with the Oakland County Register of Deeds.

9. "Subdivision Documents" means and includes the Declaration of Restrictions and any amendments thereto; the Agreement for One Family Clustering Plan recorded in Liber 5917, Page 208 et seq.; Oakland County Records; the Corporate Bylaws for Franklin Colony Club Association; the Articles of Incorporation for Franklin Colony Club Association, and the

Subdivision Plan for Franklin Colony Club Subdivision recorded in Liber 135 of Plats, Pages 13 and 14, Oakland County Records, the Subdivision Plan for Franklin Colony Club Subdivision No. 2 recorded in Liber 138 of Plats, Pages 27 and 28, Oakland County Records, and the Subdivision Plan for Franklin Colony Club Subdivision No. 3 recorded in Liber 150 of Plats, Pages 37-39, Oakland County Records.

ARTICLE II AGREEMENT WITH THE TOWNSHIP

That certain Agreement for One Family Clustering Plan between the developer and the Township defining and setting forth the conditions upon which approval was granted by the Township for the development of Franklin Colony Club as a cluster subdivision, dated the 8th day of June, 1972, and recorded in Liber 5917, Pages 208 et seq., Oakland County Records, is hereby incorporated and made a part of this Declaration.

ARTICLE III ASSOCIATION

Section 1. The subdivision shall be administered by Franklin Colony Club Association, hereinafter called the "Association", organized under the laws of the State of Michigan, which Association shall be responsible for the management, maintenance, operation and administration of the common area, easements, and affairs of the subdivision in accordance with the Subdivision Documents and any duly adopted Rules and Regulations of the Association. All lot owners in the subdivision and all persons using or entering upon or acquiring any interest in the subdivision or any lot therein shall be subject to the provisions and terms set forth in the Subdivision Documents.

Section 2. The affairs of the subdivision shall be administered by the Association in accordance with the Declaration of Restrictions and the Corporate Bylaws for Franklin Colony Club Association. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and all whom must be a lot owner. The number of directors, term of office, and manner of election shall be as stated in the Corporate Bylaws.

Section 3. Each lot owner shall be a member of the Association and no other person or entity shall be entitled to membership. The share of the lot owner in the funds and assets of the Association cannot be assigned, pledged, or transferred in any manner except as an appurtenance to a lot in the subdivision.

Section 4. Each lot owner shall be entitled to one vote for each lot owned. In the case of any lot owned jointly by more than one lot owner, the voting rights appurtenant to the lot may only be exercised jointly as a single vote.

Section 5. No lot owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a lot in the subdivision to the Association. The vote of each lot owner may only be cast by the individual representative designated by such lot owner in Section 6 below, or by written vote or a proxy given by such individual representative.

Section 6. Each lot owner shall file a written notice with the Association designating the individual representative who shall vote at the meetings of the Association and receive all notices and other communication from the Association on behalf of the lot owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of lots owned by the lot owner, and the name and address of each person, firm, corporation, partnership, association, trust, or other entity who is the lot owner. Such notice shall be signed and dated by all of the lot owners. The individual representative designated may be changed by the lot owner at any time by filing a new notice in the manner herein provided.

Section 7. There shall be annual meetings of the members of the Association held as provided for in the Corporate Bylaws of the Association. Notice of the time, place, and subject of all meetings shall be mailed to each lot owner or individual representative at least ten (10) days but not more than ninety (90) days prior to the meeting.

Section 8. The presence in person or by proxy of more than thirty percent (30%) in number of the lot owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person was not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the written vote is cast.

Section 9. Votes may be cast in person, by proxy, or by written vote duly signed by the designated voting representative. Proxies and written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. No proxy shall be valid after eleven (11) months from its date and cumulative voting shall not be permitted.

Section 10. Unless otherwise provided by law or by the subdivision documents, any action which could be authorized at a meeting of the members shall be authorized by the affirmative vote of more than fifty percent (50%) of the members present in person or by proxy (except to the extent that these documents require a greater majority).

ARTICLE IV ASSESSMENTS

All expenses arising from the management, administration, and operation of the Association shall be levied by the Association against the lots and the lot owners thereof in accordance with the following provisions:

Section 1. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the subdivision including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repair, and replacement of the common areas shall be established in the budget and shall be funded as a part of the annual budget as a component of the annual assessment. Upon adoption of the annual budget by the Board of

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Directors, copies of the budget shall be delivered to each lot owner and the annual assessment for that year shall be established in accordance with the budget, although non-delivery of a copy of the budget to each lot owner shall not affect or in any way diminish the liability of any lot owner for any existing or future assessments.

Section 2. Should the Board of Directors determine, at any time, in its sole discretion, that the assessments levied are or may prove to be insufficient, (1) to pay the costs of operation and maintenance of the Association, (2) to provide replacements of existing common areas, (3) to provide additions to the common areas not exceeding \$1,000.00 annually for the entire subdivision, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the annual assessment or to levy such additional assessment or assessments as it shall deem necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Special assessments, in addition to those provided in Section 2 above, may be made by the Board of Directors from time to time and approved by the co-owners to meet other needs or requirements of the Association including, but not limited to (1) assessments for additions to the common areas of a cost exceeding \$1,000.00 per year, (2) assessments to purchase a lot upon foreclosure of the lien for assessments described below, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Section (but not including those assessments referred to in Section 2 above) shall not be levied without the prior approval of more than sixty percent (60%) of all lot owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 4. Annual assessments provided in Section 1 above shall be levied against all the lot owners in accordance with the schedule of values attached as Exhibit B. All other assessments shall be apportioned among lot owners equally. Annual assessments as determined in accordance with Section 2 above shall be payable by lot owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in the lot or with the acquisition of fee simple title to a lot by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the first of each month. Each installment in default for ten or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. Each co-owner shall be and remain personally liable for the payment of all assessments (including interest, costs of collection, and reasonable attorney fees incurred by the Association in enforcement of payment) pertinent to his lot which may be levied while such co-owner is the owner thereof. Payments made while in default shall be applied first to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges for late payment on such installments, and third to installments in default in order of their due dates.

Section 5. No co-owner may exempt himself from liability for his

contribution toward the expenses of the Association by waiver of the use or enjoyment of any of the common areas or by abandonment of his lot.

Section 6. Lien. In addition to any other remedies provided to the Association, there shall exist a lien against each lot owner's lot in the subdivision to secure any unpaid assessments together with all interest, costs of collection, and reasonable attorney fees incurred in collection. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. In the event of default by any lot owner in the payment of any installment of the annual assessment levied against his lot, the Association shall have the right to declare all unpaid installments on the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any utilities or other services to a lot owner in default upon seven days written notice to such lot owner of its intention to do so. A lot owner in default shall not be entitled to use any of the common areas and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, that this provision shall not operate to deprive any lot owner of ingress or egress to or from his lot. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the lot from the lot owner thereof or any person claiming under him. All of these remedies shall be cumulative and not alternative.

Section 7. Foreclosure. Each lot owner and every other person who from time to time has any interest in the subdivision shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action or by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each lot owner and every other person who from time to time has any interest in the project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the lot with respect to which assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each lot owner of a lot in the subdivision acknowledges that at the time of acquiring title to his lot, he was notified of the provisions of this subparagraph and he voluntarily, intelligently, and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the lot.

Section 8. Neither a judicial foreclosure action shall be commenced nor shall any notice of foreclosure by advertisement be published until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent lot owner at his or her last known address, a written notice that one or more assessments levied against the lot are delinquent and that the Association may invoke any of its remedies provided herein if the default is not cured within ten days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth the affiant's capacity to make the affidavit, the authority for the lien, the amount outstanding (exclusive of interest,

costs, attorney fees, and future assessments), the legal description of the lots, and the name of the lot owner of record. Such affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to commencement of any foreclosure proceeding but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event that the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent lot owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

Section 9. The expenses incurred in collecting unpaid assessments, including interest, actual costs, actual reasonable attorney fees, and advances for taxes or other liens paid by the Association to protect its lien shall be chargeable to the lot owner in default and shall be secured by the lien on his lot.

Section 10. Except with respect to any mortgage recorded against any lot in the subdivision at the time of recording of this Fourth Amendment to and Restatement of the Declaration of Restrictions, the lien of the Association shall take priority over all other encumbrances against a lot except any sums outstanding on a first mortgage of record recorded prior to the Association's lien and any federal or state tax liens. Any person claiming an interest in any lot which interest is recorded subsequent to the date of recording of this Fourth Amendment to and Restatement of the Declaration of Restrictions shall be deemed to have consented and agreed to the priority provided by this Section by the recording of the instrument affecting title.

ARTICLE V RESTRICTIONS ON USE OF PROPERTY

Section 1. No lot in the subdivision shall be used for other than single family residence purposes and the common areas shall be used only for purposes consistent with the use of single family residences.

Section 2. No immoral, improper, unlawful or offensive activity shall be carried on in any home or on any lot or upon the common areas, nor shall anything be done which may be or become an annoyance or a nuisance to the lot owners of the Association or tend to spoil the appearance of Franklin Colony Club subdivision. No lot owner shall do or permit anything to be done or keep or permit to be kept in his home or on his lot or the common areas anything that will increase the rate of insurance, and each lot owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. No unsightly condition shall be permitted to exist on any lot, and only furniture and equipment consistent with normal outdoor residential use shall be permitted to remain out of doors during seasons when outdoor areas are reasonably in use. No furniture or equipment of any kind shall be stored out of doors during other seasons. Each lot owner shall maintain his property in a safe, clean, and sanitary condition. Each lot owner shall be responsible for damages or costs to the Association not otherwise covered by insurance held by the Association resulting from his negligent damage to or misuse of any of the common areas. Any such costs or damages to the Association may be assessed to and collected from the lot owner in the

manner, provided in Article IV hereof.

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Section 3. No animals except one dog or one cat shall be maintained by any lot owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary condition. No animal may be permitted to run loose at any time on the common areas and any animal shall at all times be attended by some responsible person while on the common area. No savage or dangerous animal shall be kept and any lot owner who causes any animal to be brought or kept upon the premises shall indemnify and hold harmless the Association and all lot owners from any loss, damage, or liability which the Association or the other lot owners may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Deposits of fecal matter shall be made only in those areas specifically designated for such purpose by the Association. The Association may charge all lot owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article IV of this Declaration of Restrictions in the event the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals within Franklin Colony Club. The Association may, without liability to the owner thereof, remove or cause to be removed any animal which it determines to be in violation of the Restrictions imposed by this Section. The Association shall also have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper pursuant to Section 11 below.

Section 4. No lot shall be used for storage of supplies, materials, personal property, or trash or refuse of any kind, except in enclosed garages or as otherwise provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in garages or other enclosed areas designated therefor at all times and shall not be permitted to remain elsewhere on the lot or the common areas except for short periods of time as may be reasonably necessary to permit periodic collection of trash. The lots or the common areas shall not be used in any way for the outdoor drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a lot owner, either on a lot or upon the common areas which detracts from the appearance of the subdivision.

Section 5. Sidewalks, yards, landscaped areas, driveways, roads, parking areas and porches shall not be obstructed in any way nor shall they be used for purposes other than which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the common area. Use of the common areas may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

Section 6. No house trailers, commercial vehicles, boat trailers, boats, camping trailers, snowmobiles, snowmobile trailers, all terrain vehicles, motorcycles, or other vehicles other than automobiles may be parked or stored upon the subdivision except in such cases as the Board may designate. Commercial vehicles and trucks shall not be parked in or about the subdivision unless while making deliveries or pickups in the normal course of business. All automobiles shall be parked overnight in assigned garages except where a lot owner maintains three cars, in which

event one car only may be parked upon the lot owner's driveway. A lot owner may not have more than one guest car parked overnight on the common area unless approved in writing in advance by the Association. In the event that there arises a shortage of parking spaces, the Association shall allocate or assign parking spaces from time to time on an equitable basis. If the Association deems it necessary to alleviate any parking shortage, the Association may temporarily or permanently prohibit the maintenance of more than two cars by a lot owner or may construct additional parking facilities and assess those lot owners maintaining more than two cars for the expense of such construction and use. Lot owners shall, upon request of the Association, register all cars maintained in the subdivision. Use of motorized vehicles anywhere on the Association premises other than passenger cars, authorized maintenance vehicles, or commercial vehicles as provided herein, is absolutely prohibited.

Section 7. Lakes, streams or ponds and decorative pools in the subdivision shall be for ornamental purposes only and shall not be used for swimming, bathing, boating, sailing, or other purposes prohibited by the Association. No lot owner shall perform any landscaping on the common areas without the express written approval of the Association.

Section 8. No signs or other advertising devices shall be displayed, including "For Sale" signs, without the express written approval of the Association. No exterior or outside television, radio or other type of antenna or antenna-like device or structure shall be erected, used or maintained by any lot owner or group of lot owners unless such antenna shall be specifically approved in writing by the Association. This section shall not be construed so as to prohibit the use or maintenance of any interior or inside television, radio, or other type of antenna or antenna-like device which may be contained within a lot owner's house, including so called "rabbit ears", dipole, or interior attic antennas.

Section 9. No lot owner shall use or permit the use by any occupant, agent, employee, invitee, guest or member of its family, of any firearms, rifles, pellet guns, B-B guns, bows and arrows, slings, sling shots or other similar dangerous weapons, projectiles or devices anywhere on or about the subdivision premises.

Section 10. Reasonable regulations consistent with all laws, this Declaration of Restrictions, and the Corporate Bylaws and Articles of Incorporation of the Association concerning the use of the common areas or the rights and responsibilities of the lot owners and the Association with respect to the subdivision or the manner of operation of the Association and of the subdivision may be made and amended from time to time by the Board of Directors. Copies of all Rules and Regulations and amendments thereto shall be furnished to all co-owners or be posted on a common area. Any such regulation or amendment shall take effect thirty (30) days after the mailing of a copy thereof by first class mail to the designated voter representative of each lot. Any such regulation or amendment may be revoked at any time by an affirmative vote of a majority of the lot owners.

Section 11. The Association and its duly authorized agents shall have access to each lot and any structure thereon from time to time, during reasonable working hours, upon notice to the lot owner thereon, as may be necessary for the maintenance, repair, or replacement of any of

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the common areas. The Association or its agent shall have access to each lot and any structure thereon at all times without notice as may be necessary to make emergency repairs to prevent damage to the common areas or to another lot or structure thereon. It shall be the responsibility of each lot owner to provide the Association means of access to the lot owner's lot and any structure thereon during all periods of absence and in the event of failure of the lot owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances. The Association shall not be liable to a lot owner for any necessary damage to any lot or structure thereon caused by gaining access or for repair or replacement of such damage.

Section 12. Each lot owner shall maintain his lot and any structures thereon in a safe, clean, and sanitary condition. Each lot owner shall also use due care to avoid damaging any of the common areas including, but not limited to, the telephone, water, gas, plumbing, and electrical conduits and systems throughout the common areas. Each lot owner shall be responsible for damages or costs to the Association resulting from the negligent damage to or misuse of any of the common areas by the co-owner unless such damages or costs were covered by insurance carried by the Association, in which case there shall be no such responsibility unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible lot owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible lot owner in the manner provided in Article IV hereof.

Section 13. No lot owner may lease his property for an initial term of less than one year. No lot owner may lease less than his entire property; no room shall be rented nor transient tenants accommodated. Any lot owner intending to lease his property shall notify the Association at least ten days prior to entering into a lease and shall provide the Association with an exact copy of the lease form to be used. All tenants and non-lot owner occupants shall be subject to the terms and conditions of the subdivision documents and all leases shall so provide.

Section 14. If any lot owner shall fail to maintain his lot and any structures thereon in good order and repair by the judgment of the Board of Directors, the Association shall send notice to the lot owner advising of the defects and/or deficiencies noted. The lot owner shall have thirty days to remedy the defects and deficiencies contained in the notice. If the co-owner fails to remedy the defects and deficiencies within the thirty days, the Association shall have the right to enter into the lot and any structures thereon and perform the necessary repairs and/or maintenance. All costs incurred by the Association pursuant to this Section shall be assessed against the lot owner and may be liened and recovered in the manner provided in Article IV for other assessments.

ARTICLE VI ALTERATIONS AND MODIFICATIONS

Section 1. No lot owner shall make alterations in exterior appearance or make structural modifications to any lot or structure thereon or make changes in any of the common areas without the express written approval of the Board of Directors including, but not limited to, exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications. The

Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the condominium.

No outbuildings, fences, walls, retaining walls, drives, walks, or other structures or improvements shall be commenced, erected, maintained, or replaced without the express written approval of the Board of Directors, nor shall any hedges, trees, or substantial plants or landscaping modifications be made, until plans and specifications are provided to the Association, showing the nature, kind, shape, height, materials, color, scheme, location, and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected, and shall have been approved in writing by the Board of Directors. The Board of Directors shall have the right to refuse to approve any such plans, specifications, grading, or landscaping which is not suitable or desirable, in the sole discretion of the Board of Directors, for aesthetic or other reasons; in passing upon such plans, specifications, grading, or landscaping, the Board shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site upon which it is proposed to effectuate the same, and the degree of harmony thereof with the Association as a whole and any adjoining properties. The purpose of this Section is to assure the continued maintenance of the Association as a beautiful and harmonious residential development.

Section 2. The Association may consider and approve additions or alterations to a structure on a lot within the rear area of the lot by a majority vote of the Board of Directors, but may not approve such additions or alterations in the front or side areas of the lot. Proposed changes must be submitted as complete architectural drawings. All proposals must conform to the ordinances of West Bloomfield Township and these restrictions. Criteria for approval must be based upon aesthetic compatibility as described in the previous section and it must be determined by the Board of Directors that the proposal will be advantageous to the Franklin Colony Club subdivision as a whole. The Board of Directors shall not approve any addition or alteration unless approval is first obtained from all of the lot owners in the particular cluster involved. The decision of the Board of Directors shall be final.

ARTICLE VII REMEDIES AND ENFORCEMENT

Section 1. Any default by a lot owner shall entitle the Association or another lot owner to the following relief:

- A. Failure to comply with any of the terms or provisions of the Subdivision Documents or the Rules and Regulations of the Association shall be grounds for relief, which may include without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessments) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved lot owner; provided, however, that no lot owner shall bring any action or other legal proceeding to enforce any of the covenants or restrictions contained in the Declaration of Restrictions or the Corporate Bylaws unless such lot owner shall have first made written demand upon the Association to enforce said covenant or restriction and the Association has

refused or failed to take action to enforce such covenant or restriction within thirty (30) days thereafter without good cause shown for such refusal or failure.

- B. In any proceeding arising because of an alleged default by a lot owner, the Association, if successful, shall be entitled to recover the cost of the proceeding and such reasonable attorney fees (not limited to statutory fees) as may be determined by the court, but in no event shall any lot owner be entitled to recover any such attorney fees.

Section 2. The failure of the Association or of any co-owner to enforce any right, provision, covenant or condition which may be granted by the Subdivision Documents or the Rules and Regulations of the Association shall not constitute a waiver of the right of the Association or of any lot owner to enforce such a right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association or any lot owner pursuant to any terms, provisions, covenants, or conditions of the aforesaid Declaration of Restrictions, Corporate Bylaws, Articles of Incorporation, or Rules and Regulations shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

Section 3. In addition to the other rights and remedies contained in this Declaration of Restrictions, violation of any of the restrictions or conditions contained herein shall afford the Association, in addition to all other remedies provided by law, the right to enter upon any lot or structure thereon as to which the violation or breach exists and summarily to abate and remove at the expense of the lot owner thereof, any structure, sign, thing, or condition that may exist contrary to the intent and meaning of these documents and the Association shall not thereby be deemed guilty of any trespass for such entry, abatement, or removal, nor shall the Association be responsible for any damage caused thereby.

Section 4. The Association of Co-owners and all present or future co-owners, tenants, future tenants, occupants or any other persons acquiring an interest in or using the facilities of the subdivision in any manner are subject to and shall comply with the provisions of Michigan law, the Subdivision Documents, and the Rules and Regulations of the Association. In the event such documents conflict with the provisions of any statute, the statute shall govern.

Section 5. In the event that any of terms, provisions, or conditions of the Subdivision Documents or Rules and Regulations of the Association are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants of such documents held to be partially invalid or unenforceable.

ARTICLE VIII
AMENDMENT

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Section 1. Amendments to this Declaration of Restrictions may be proposed by the Board of Directors of the Association acting upon the vote of a majority of the directors or may be proposed by one-third (1/3) or more in number of the co-owners by instrument in writing signed by them.

Section 2. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Corporate Bylaws.

Section 3. This Declaration of Restrictions may be amended by the lot owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3rds percent of all lot owners.

Section 4. Any amendment to this Declaration of Restrictions shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds. Such amendment may be signed by the President or the Secretary of the Association on behalf of the Association and need not be signed by the lot owners.

Section 5. A copy of each amendment shall be furnished to every lot owner of the Association after adoption; provided, however, that any amendment to the Declaration of Restrictions that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the project irrespective of whether such persons actually receive a copy of the amendment.

Section 6. All of the restrictions, conditions, covenants and agreements contained in this Declaration of Restrictions shall continue in force until January 1, 2000, and shall automatically be continued thereafter for successive periods of twenty (20) years each, unless 66-2/3rds percent of all lot owners shall vote to repeal them at any regular or special meeting of the Association called for such purpose.

Section. 7. Notwithstanding anything to the contrary herein, the flood plain restrictions provided in Article IX below shall continue in full force and effect and shall not be subject to amendment by the lot owners or the Association.

ARTICLE IX
FLOOD PLAIN RESTRICTIONS

In accordance with the order of the Water Resources Commission, Department of Natural Resources, State of Michigan, made April 20, 1972, all buildings for residential or community purposes shall be subject to the following additional conditions and restrictions:

1. First floor elevation shall be a minimum of one foot above the elevation defining the flood plain limits.
2. Basement walls and floors below the elevation defining the flood plain limits shall be water tight and reinforced to

- withstand hydrostatic pressures from a water level equal to the flood plain elevation.
3. All division walls between the several lots or parcels shall be party walls built as to one equal half in width thereof on each of the respective adjoining lots or parcels and shall be deemed to belong to the respective adjoining owners as tenants in common in equal halves and shall be used for the joint purposes of the buildings separated thereby. The adjoining owner shall each have an easement of support therein.
 4. No openings, including windows and doors, shall be permitted in the proposed building below the elevation defining the flood plain limits.
 5. Sewer lines and drain lines which serve the building below the elevation defining the flood plain must be equipped with a positive means of preventing sewer backup.
 6. The flood plain, as defined by the Water Resources Commission under the provisions of Act 288, Public Acts of 1967, varies from elevation 810.0 U.S.G.S. Datum at the upstream limits of the subdivision to elevation 806.1 U.S.G.S. Datum at the downstream limits.

ARTICLE X EASEMENTS

Section 1. In the event that any portion of a residential structure constructed on any lot or parcel of land encroaches upon another lot or parcel of land due to shifting, settling, or moving of the building, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists.

Section 2. There shall be easements in favor of any public utility through and over those portions of all lots or parcels of land as may be necessary for the installation, maintenance, and repair of all public utilities necessary for the use of said lots or parcels.

Section 3. The Easements recorded in Liber 7637, Page 546, Liber 7637, Page 548, and Liber 8194, Page 433, appertaining to Lots 12 and 13 of Franklin Colony Club Subdivision No. 3, shall be maintained and administered by the Association in accordance with the agreements, condition, and restrictions contained in the declarations thereof.

ARTICLE XI RESTRICTIONS ON USE OF THE COMMON AREAS

Section 1. Except as limited below, Colony Park and Club Park may be used for adult recreational activities and such passive uses as picnicking, strolling, nature study, and similar pursuits. Additional uses for the common area may be established if approved by not less than sixty percent (60%) of the lot owners present in person or by proxy and voting at a meeting of the Association called for a said purpose, and thereafter ratified by the West Bloomfield Township Board.

Section 2. That part of Colony Park lying between the West line of Lots 5 and 6, and the easterly bank of the Franklin River, that part of Colony Park lying between the westerly line of Lot 7 and the eastern shore of the pond in Colony Park, and that part of Colony Park between the westerly line of Lots 12 and 13 in the easterly shore of the pond, and an imaginary line continuing in a northerly direction from the north end of the pond to the north boundary line of the subdivision, are limited to use only as passive recreational areas, and shall not be used for any other purpose without the specific consent of each of the owners of the units of the lots directly affected by such other use.

D. DOUGLAS ALEXANDER

NETTIE RINNA

STATE OF MICHIGAN)

)ss.

COUNTY OF OAKLAND)

FRANKLIN COLONY CLUB ASSOCIATION

BY:

Dolores Fishman
DOLORES FISHMAN
Its President

The foregoing instrument was acknowledged before me this 7 day of SEPTEMBER, 1993, by DOLORES FISHMAN, President of Franklin Colony Club Association.

Karon M. Jackson
Notary Public

OAKLAND

County, MI

My Commission Expires:

KARON M. JACKSON

Notary Public, Oakland County, MI
My Commission Expires June 11, 1997

EXHIBIT B

^{3/2}
[LOT] NO.

	<u>ADDRESS</u>	<u>% of value</u>
1	2157 Colony Club Ct.	2.31
2	7226 Suncrest Rd.	2.09
3	7112 Suncrest Rd.	2.31
4	2177 Colony Club Ct.	2.31
5	2020 Waldon's Ct.	2.09
6	2189 Colony Club Ct.	2.31
7	2007 Waldon's Ct.	2.09
8	7220 Suncrest Rd.	2.09
9	2200 Colony Club Dr.	3.20
10	7206 Suncrest Rd.	2.09
11	7163 Suncrest Rd.	2.09
12	2021 Waldon's Ct.	2.09
13	2014 Waldon's Ct.	2.09
14	7193 Suncrest Rd.	2.09
15	7207 Suncrest Rd.	2.09
16	2173 Colony Club Ct.	2.31
17	7130 Suncrest Rd.	2.31
18	7124 Suncrest Rd.	2.09
19	2149 Colony Club Ct.	2.31
20	2161 Colony Club Ct.	2.31
21	7166 Suncrest Rd.	2.31
22	7175 Suncrest Rd.	2.09
23	7145 Suncrest Rd.	2.09
24	2015 Waldon's Ct.	2.09
25	7142 Suncrest Rd.	2.31
26	2185 Colony Club Ct.	2.31
27	7151 Suncrest Rd.	2.09
28	7172 Suncrest Rd.	2.31
29	2141 Colony Club Ct.	2.31
30	7215 Suncrest Ct.	2.09
31	2181 Colony Club Ct.	2.31
32	7169 Suncrest Rd.	2.09
33	2006 Waldon's Ct.	2.09
34	7227 Suncrest Rd.	2.09
35	7187 Suncrest Rd.	2.09
36	7118 Suncrest Rd.	2.31
37	7160 Suncrest Rd.	2.31
38	7139 Suncrest Rd.	2.09
39	2152 Colony Club Ct.	2.31
40	2165 Colony Club Ct.	2.31
41	7136 Suncrest Rd.	2.31
42	2169 Colony Club Ct.	2.31
43	2145 Colony Club Ct.	2.31
44	7106 Suncrest Rd.	2.31
45	7199 Suncrest Rd.	2.09