

DECLARATION OF RESTRICTIONS - FRANKLIN COLONY CLUB

Lib 135 Pages 13 & 14

This Declaration is made this 30th day of May, 1972, by Creative Communities, Inc., a Michigan Corporation of 5555 Powder Horn Drive, Birmingham, Michigan, hereinafter referred to as the Developer.

WITNESSETH:

WHEREAS, the Developer is the owner of certain property located in Section 36 of the Township of West Bloomfield, Oakland County, Michigan, Town 2 North, Range 9 East, and described in Exhibit A attached hereto and made a part hereof, to be subdivided and known as Franklin Colony Club, and

WHEREAS, there are to be included within this subdivision certain parks and common areas which are to be available for the common use and enjoyment of owners and residents of residential properties included within the subdivision, and

WHEREAS, said subdivision is being developed under and in accordance with the One Family Residential Cluster Option of the West Bloomfield Township Zoning Ordinance, and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to all property within the subdivision to insure the proper maintenance and government of the Common Areas and of the several lots within the subdivision and to promote the rights and interest of property owners and residents therein, and

WHEREAS, it is the purpose and intention of this Declaration that all properties included within the subdivision shall be held and/or conveyed subject to the restrictions and conditions contained in this Declaration,

IT IS HEREBY DECLARED, that the following restrictions and conditions are covenants running with the land, binding upon the heirs, personal representatives, successors and assigns of the Developer and the Grantees of all individual lots and other parcels contained within the subdivision.

ARTICLE I.

DEFINITIONS

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

1. The "Association" shall mean the Franklin Colony Club Association, a Michigan Non-Profit Corporation.

2. ~~"Common Area" shall mean XXXXX/and/XXXXX 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 lot owners and residents, of the subdivision.~~
~~Colony Park Club Park~~

3. "Lot" shall mean each of the platted lots within the Franklin Colony Club Subdivision or any separate parcel into which any such lot may be divided, but shall not include Colony Park or Club Park.

4. "Lot Owner" shall be defined as every person or entity who or which is a record owner of a fee or undivided fee interest in any lot, ~~but not including any such owners who have sold their interest under Executory Land Contract. During such time as such a Land Contract is in force, the Land Contract Vendee shall be considered to be the lot owner.~~ The words "Co-Owner" shall mean "Lot Owner."

ARTICLE I - DEFINITIONS (continued)

5. "Township" shall refer to the Township of West Bloomfield, Oakland County, Michigan.

6. "Franklin Colony Club," when used in this agreement, shall mean the Franklin Colony Club Subdivision and all other subdivisions included within the description contained in Exhibit A.

ARTICLE II.

AGREEMENT WITH THE TOWNSHIP

That certain Agreement 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 8 day of JUNE, 1972 and recorded in Liber 35, Pages 15 through 17, inclusive, is hereby incorporated herein and made a part of this Declaration.

ARTICLE III.

ASSOCIATION

1. Franklin Colony Club shall be administered by an association of co-owners which shall be a non-profit corporation organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common area, easements and affairs of the Franklin Colony Club in accordance with this Declaration and the Articles of Incorporation and Bylaws of the Association adopted in accordance with the Michigan General Corporation Act. Each lot owner shall be a member of the Association. The share of a lot owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his property.

2. The Association shall be organized for the following purposes:

(a) To manage and administer the affairs of and to maintain Franklin Colony Club, a cluster development located in the southwest 1/4 of Section 36, West Bloomfield Township, Oakland County, Michigan;

(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 Association and Development;

(f) To make and enforce reasonable regulations concerning the use and enjoyment of said Association and Development;

(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as Landlord or Tenant) real and personal property, in accordance with and limited by the provisions of its Bylaws and the recorded restrictions applicable to the development;

ARTICLE III - ASSOCIATION (continued)

(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 Agreement with the Township of West Bloomfield and Bylaws of the Association 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 Association.

(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 Association and to the accomplishment of any of the purposes thereof.

3. The Association shall adopt and maintain Bylaws which Bylaws shall be binding upon the lot owners in the same manner and to the same extent as this Declaration is binding upon the lot owners. ~~The Bylaws shall be amended from time to time by the affirmative vote of sixty (60%) percent of the lot owners, or by a majority of the members of the Association called for that purpose after the first annual meeting.~~ No change in the Bylaws shall be inconsistent with or contrary to the provisions of this Declaration.

4. Prior to the first annual meeting of the Members of the Association, the Board of Directors shall be appointed by the Developer. The first annual meeting may be convened only by Developer and may be called at any time after fifty (50%) percent of the lots of the Association have been sold and the purchasers thereof qualified as members of the Association, and shall be called when all lots in Franklin Colony Club have been sold or leased by the Developer, but in no event later than December 31, 1978. Developer may call meetings of members for informative or other appropriate purposes prior to the first annual meeting of members, and no such meeting shall be construed as the first annual meeting of members. The date, time and place of such meetings shall be set by the Developer, and at least ten (10) days' written notice thereof shall be given to each co-owner. Thereafter, the annual meetings of the members of the Association shall be held in accordance with the Bylaws.

5. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area and all other property and easements under its jurisdiction which regulations shall be binding upon the lot owners and all residents of the subdivision. The Association shall be obligated to maintain the Common Area including its park, easements, roads, drives, courts or other such property and such obligation may be enforced by the lot owners or any of them.

ARTICLE IV.

ASSESSMENTS

1. All of the lots within the Franklin Colony Club shall be subject to assessments to be paid by the respective lot owners to the Association in accordance with the following provisions.

2. 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 Association, including a reasonable allowance for contingencies and reserves. Upon adoption of such annual budget by the Board of Directors, copies of said budget

ARTICLE IV - ASSESSMENTS (continued)

shall be delivered to each lot owner and the assessment for said year shall be established in accordance with the Bylaws based upon said budget, although the delivery of a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. The requirement of establishing and furnishing a budget shall not apply to the First Board of Directors serving prior to the First Annual Meeting of Members.

3. Should the Board of Directors, at any time, determine in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Association, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

4. Special assessments, in addition to those required above, may be made by the Board of Directors from time to time to meet other requirements of the Association, including, but not limited to, (1) assessments for capital improvements for additions (but not replacements) of a cost exceeding \$1,000.00 per year. (2) Assessments for the purchase or lease of property in the Association, upon foreclosure of the lien for assessments, or upon the exercise of its option to purchase hereinafter set forth.

Special assessments shall not be levied without the prior approval of at least sixty (60%) percent of all lot owners present and voting at any meeting of the Association called for such purpose.

5. Developer shall not be subject to assessment, except as provided below, but shall be required to pay a proportionate share of certain maintenance expenses actually incurred based upon the number of lots owned by it at the time the expense is incurred. The expenses of which the Developer is required to bear a portion are: maintenance of Common Area; utility bills for lighting outside areas, Common Areas, and recreational areas; all water; cleaning and snow removal from roads and common areas; management fees. The Developer, even though a member of the Association, shall not be responsible for payment of the monthly association assessment except with respect to occupied units owned by it. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacements, for capital improvements or other special assessments, except with respect to occupied units owned by it. "Occupied unit" shall mean a unit used as a residence.

ARTICLE V.

RESTRICTIONS ON USE OF PROPERTY

1. Use and occupancy shall be in accordance with the following provisions:

(a) No property shall be used for other than single family residence purposes. A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage or legal adoption.

(b) No more than four (4) persons may continuously occupy any property described as a two-bedroom home and no more than six (6) persons may continuously occupy any property described as a three-bedroom home. Continuous occupancy shall mean occupancy for more than thirty (30) nights in any calendar year.

(c) Gratuitous guests of any family shall be permitted to occupy a home without restriction so long as such occupancy does not exceed the limit on the number of persons per unit as outlined in (b) above, and no one guest occupies the home for more than thirty (30) nights in any calendar year. In addition to the above, gratuitous guests shall be permitted to occupy a home for a total of thirty (30) person nights in any one calendar year when the total occupancy of the home exceeds the

ARTICLE V - RESTRICTIONS ON USE OF PROPERTY (continued)

limit as specified in (b) above. A "person night" shall mean occupancy by one gratuitous guest for one night. Any occupancy beyond the above restrictions requires written approval by the Association.

2. No buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in ~~the~~ or design), except interior alterations. Nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable 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 shall have been submitted to and approved in writing by the Association, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Association. The Association shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plan which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it 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 effect the same, and the degree or harmony thereof with the Association as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Association as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all co-owners.

3. The Association may consider and approve additions or alterations within the rear area of the lot by majority vote of its Board of Directors, but may not approve such additions or alterations in the front or side areas of the lot without the affirmative vote of eighty (80%) percent of the Directors elect. 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, and it must be determined that the proposal will be advantageous to the Franklin Colony Club. The Board of Directors shall not approve a proposal 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.

4. No immoral, improper, unlawful or offensive activity shall be carried on in any home on any lot or upon the Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the Association, or tend to spoil the appearance of Franklin Colony Club. No lot owner shall do or permit anything to be done or keep or permit to be kept in his home or on the common elements 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, and 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 resulting from his negligent damage to or misuse of any of the Common Area. Any such costs or damages to the Association may be assessed to and collected from the co-owner in any manner provided in these restrictions, in the Bylaws or by law.

5. No animals (except one cat or one dog not to exceed thirty (30) pounds in weight) 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 conditions. No animal may be permitted to run loose at any time, 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 co-owner who causes any animal to be brought or kept upon the premises shall indemnify and hold harmless the Association

ARTICLE V - RESTRICTIONS ON USE OF PROPERTY (continued)

for any loss, damage or liability which the Association may sustain as the 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 co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in the Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost 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 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.

6. 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 except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The lots shall not be used in any way for the outdoor drying.

7. Franklin Colony Club is designed to be a residential community to be occupied and utilized primarily by adults. To that end, certain restrictions are intended to impose limitations on usage of the Common Area by children. Wherever the word "child" or "children" is used, it shall refer to persons under eighteen (18) years of age. The Board of Directors of the Association shall make regulations and rules from time to time in implementation of the purpose of the development as expressed in this section.

8. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, porches, hallways, stairs and lobbies shall not be obstructed in any way nor shall they be used for purposes other than for 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 swimming pool and the area surrounding the pool by children may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.~~ Specific play areas may be set aside for children.

9. ~~No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises.~~ Commercial vehicles and trucks shall not be parked in or about Franklin Colony Club (except as above provided) 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 lot owner's driveway. A co-owner may not have more than one guest car parked overnight on Common Area unless approved in writing in advance by the Association. In the event that there arises a shortage of parking spaces due to maintenance of three cars by a number of lot owners, 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 arising from maintenance of three cars by a number of lot owners, 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 three cars for the expense of such construction and use. Maintenance of more than three cars shall be prohibited. Lot owners shall register with the Association, all cars maintained on Franklin Colony Club. Use of motorized vehicles anywhere on the Association premises other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided herein, is absolutely prohibited.

10. ~~Lakes or ponds and decorative pools in the development shall be for ornamental purposes only and shall not be utilized for swimming, bathing, boating, sailing or other purposes prohibited by the Association.~~

11. ~~No signs or other advertising devices shall be displayed, including "For~~

ARTICLE V - RESTRICTIONS ON USE OF PROPERTY (continued)

~~Sale" signs, without written permission from the Association.~~

12. No lot owner shall use, or permit the use by any occupany, agent, employee, invitee, guest or member of his family, of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about Franklin Colony Club.

13. None of the restrictions shall apply to the commercial activities or signs or billboards, if any, of the developer during the construction and sales period as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein, and in its Articles of Association and Bylaws as the same may be amended from time to time. For the purposes of this Section, the construction and sales period shall be deemed to continue so long as Developer owns any property which he offers for sale or for so long as Developer continues to construct additional residential units within Franklin Colony Club.

14. Notwithstanding anything to the contrary elsewhere herein contained, Developer and/or its successors and assigns, may construct and maintain at any place on the premises any one or more of the following: A sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the same; and may continue to do so during the entire construction and sales period.

15. Other restrictions upon the use, occupancy, or maintenance of the lots and the Common Area may be included within the Bylaws and such restrictions shall be as binding upon the lot owners as if fully included herein.

ARTICLE VI.

SALE, LEASE OR OTHER TRANSFER OF PROPERTY

1. No lot owner may dispose of his property in the Franklin Colony Club, or any interest therein, by sale or lease without the written approval of the Association, which approval shall be obtained in the manner hereinafter provided:

(a) A lot owner, except the Developer, intending to make a sale or lease of his home or lot, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office, and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. At the time of giving such notice, such lot owner shall also furnish the Association copies of all instruments setting forth the terms and conditions of the proposed transaction. The giving of such notice shall constitute a warranty and a representation by such lot owner to the Association and to any purchaser or lessee produced by the Association that the lot owner believes the proposed sale or lease to be bona fide in all respects. The selling or leasing lot owner shall be responsible to the Association for any damages suffered by it in exercise of its rights hereunder and, in the event any proposed sale is not bona fide, such damages to include (but not be limited to) the difference between the price or rent paid by the Association for the property, and the fair market or rental value thereof as determined by appraisal in the same manner as provided in Section 16 (c) of this Article. In the event a sale or lease transaction is consummated between a lot owner and any proposed purchaser or lessee upon any basis other than as disclosed to the Association, the Association shall have the same rights with respect to the sale or lease of said property as though it, or the leasehold interest therein, were acquired by gift, devise or inheritance.

ARTICLE VI - SALE, LEASE OR OTHER TRANSFER OF PROPERTY (continued)

(b) Within twenty (20) days after receipt of such notice of intention to sell or lease, the Association shall either approve the transaction or furnish a purchaser or lessee satisfactory to it (and give notice thereof to the selling or leasing lot owner) who will immediately execute a contract of sale or lease upon terms as favorable to the seller or lessor as the terms furnished with the notice. During said twenty (20) day period, the Association shall have the right to show the property to prospective purchasers and lessees. A purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of his approval by the Association within which to close the transaction. Such seller or lessor shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association. In case of sale, the approval of the Association shall be in recordable form, signed by the President or Vice President, and the Secretary or Treasurer of the Association, and shall be delivered to the purchaser. Failure of the Association to either approve such sale or lease to or furnish an appropriate substitute purchaser or lessee within such twenty (20) day period for any reason whatsoever shall be deemed to constitute approval, following which the Association shall, nevertheless, prepare and deliver written approval, and in the event of sale, in recordable form.

(c) Developer shall not be subject to this paragraph in the sale or lease of any property.

(d) This paragraph shall neither apply to a public or private sale held pursuant to foreclosure, or in lieu thereof, of a first mortgage on any lot or to a sale or lease of a lot or any interest therein, made by a mortgagee which has become a lot owner of such apartment by purchase at such a sale or through acceptance of a deed in lieu of foreclosure.

2. Ownership acquired by gift, devise or inheritance shall be subject to the written approval of the Association, which approval shall be obtained in the manner hereinafter provided:

(a) A lot owner intending to make a gift of property or any interest therein (other than to such lot owner's spouse) shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended donee and such other information as the Association may reasonably require. Any person (other than a spouse of a co-owner) who has acquired title by gift, devise or inheritance, without prior notice thereof to the Association, shall give notice to the Association of such ownership and shall furnish to the Association such information as the Association may reasonably require.

(b) Within twenty (20) days after receipt of notice of intention to make a gift or within twenty (20) days after receipt of notice of a completed gift, devise or inheritance, the Association shall either approve the intended or completed gift (as the case may be) or the continued ownership acquired by inheritance or devise or give notice of disapproval of the same. Approval shall be in the recordable form as described above.

(c) In the event of disapproval, the donee, devisee or inheritor (or the personal representatives of the deceased lot owner) shall have six (6) months from the date of notice of disapproval to sell to a purchaser approved by the Association in the manner described above. If such sale is not consummated within six (6) months, then the Association shall have the right to show the property to prospective purchasers and to purchase or furnish a purchaser for cash at a price to be

ARTICLE VI - SALE, LEASE OR OTHER TRANSFER OF PROPERTY (continued)

determined by appraisal. The parties shall have thirty (30) days after the expiration of the six (6) month period within which to agree upon an appraiser. If they are unable to agree within such time, then within fifteen (15) days, each shall appoint one appraiser and the two so appointed shall appoint a third. The appraisers so appointed shall then each determine a fair market value within fifteen (15) additional days and the property shall be sold to the Association or its duly approved purchaser at a price determined by two of the three appraisers and the sale shall be consummated within thirty (30) days after completion of the appraisal.

(d) In no event shall notice of an intended or completed gift or the acquisition thereof by devise or inheritance shall be deemed to be given to the Association until the Association shall have received actual written notice thereof, but the Association may exercise its rights at any time after it learns of any completed gift, devise or inheritance. Acquisition by devise or inheritance shall be deemed to occur at the date of death of the lot owner.

ARTICLE VII.

ENFORCEMENT, SEVERABILITY AND TERMS OF RESTRICTIONS

1. Violation of any restriction or condition contained in this Declaration shall afford the Association, in addition to all other remedies provided by law, the right to enter upon any lot as to which the violation or breach exists and summarily to abate and remove, at the expense of the owner thereof, any structure, sign, thing or condition that may exist contrary to the intent and meaning of the provisions hereof and the Grantor shall not thereby be deemed guilty of any trespass for such entry, abatement or removal.

2. All actions or other legal proceedings to enforce these restrictions shall be brought by and in the name of the "Association" which shall be deemed to be the agent of the lot owners for said purpose. No lot owner shall bring any action or other legal proceeding to enforce any of the covenants or restrictions contained in this Declaration or in the Bylaws unless said lot owner shall have first made written demand upon the "Association" to enforce said covenant or restriction and the "Association" to enforce said covenant or restriction and the "Association" has refused or failed to take action to enforce said covenant or restriction within thirty (30) days thereafter without good cause shown for such refusal or failure.

3. In any proceeding arising because of an alleged default by any co-owner the Association, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court.

4. The failure of the Association or of any lot owner to enforce any right, provision, covenant or condition shall not constitute a waiver of the right of the Association or of any such lot owner to enforce such right, provision, covenant or condition in the future.

5. All rights, the remedies and privileges granted to the Association or any lot owner or lot owners 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.

6. If a lot owner fails to fulfill his obligations on three or more occasions, the Association, upon the affirmative vote of more than fifty (50%) percent of the

ARTICLE VII - ENFORCEMENT, SEVERABILITY AND TERMS OF RESTRICTIONS (continued)

co-owners at a special meeting of the members called for such purpose in the manner provided by these Bylaws, (such vote to be by secret ballot and supervised by an impartial party appointed by the Board of Directors), may exercise the same rights with respect to such property as though it were acquired without notice to the Association by gift, devise or inheritance.

7. The covenants and restrictions contained in this Declaration are severable and in the event that any Court of competent jurisdiction should find any sentence, paragraph or clause hereof to be unenforceable, the same shall not affect the validity of the remaining sentences, paragraphs, or sections of this Declaration.

8. All of the restrictions, conditions, covenants and agreements contained in this Declaration shall continue in force until January 1, 1992 and shall automatically be continued thereafter for successive periods of twenty (20) years each, provided however, that after January 1, 1982, the lot owners representing not less than two-thirds (2/3) of the total votes of the "Association" may amend these restrictions by written instrument executed by said owners and recorded in the Oakland County Records. However, notwithstanding this item, the flood plain restriction provided for herein per Article VIII shall continue in perpetuity.

ARTICLE VIII.

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 elevations shall be a minimum of one foot (1') above the elevation defining the flood plain limits.

2. Basement walls and floors, below the elevation defining the flood plain limits shall be watertight and reinforced to withstand hydrostatic pressures from a water level equal to the flood plain elevation.

3. No openings, including windows and doors, shall be permitted into the proposed building below the elevation defining the flood plain limits.

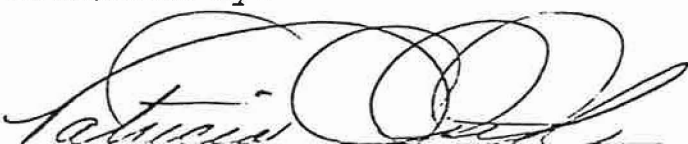
4. Sewer lines and drains which serve the building below the elevation defining the flood plain must be equipped with a positive means of preventing sewer backup.

5. 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.

6. Paragraph 8 of Article VII does not apply to the provisions of this Article VIII; the flood plain restrictions provided for herein shall continue in perpetuity.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the day and year above stated at the Township of West Bloomfield, Oakland County, Michigan.

Witnessed by:


Patricia A. Orth


Christine M. Bittner

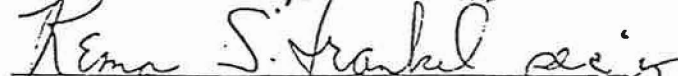
Signed by
CREATIVE COMMUNITIES, INC.

BY:


Ivan Frankel, President

and:

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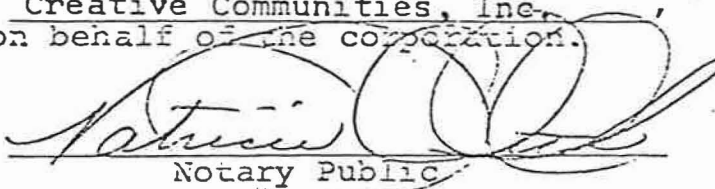

Rema S. Frankel, Secretary

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

LIBER 5917 PAGE 207

The foregoing instrument was acknowledged before me this 30th
day of May, 1972, by Ivan Frankel and
Rena S. Frankel of Creative Communities, Inc.
a Michigan corporation, on behalf of the corporation.

My Commission expires: PATRICIA A. ORTH
Notary Public, Livingston County, Mich.
Acting in Oakland County
My Commission Expires July 15, 1972


Notary Public

AGREEMENT FOR ONE FAMILY CLUSTERING PLAN

This Agreement is made this 8th day of June, 1977, by and between the Township of West Bloomfield, Oakland County, Michigan, herein called the "Township", 4460 Orchard Lake Road, Orchard Lake Michigan, and Creative Communities, Inc., a Michigan Corporation of 5555 Powder Horn Drive, Birmingham, Michigan, herein called the "Developer".

WITNESSETH:

WHEREAS, the Developer is the owner of land located in the Township of West Bloomfield, County of Oakland, State of Michigan, described in exhibit A. attached hereto and forming part hereof, hereafter called Franklin Colony Club.

WHEREAS, Section 1303, One Family Clustering Option, of the West Bloomfield Township Zoning Ordinance provides an optional method for the development of a subdivision with dwelling units to be clustered and with areas to be set aside for the benefit of lot owners therein while maintaining the density standards of the Zoning Ordinance, and

WHEREAS, the Developer wishes to develop the hereinabove described property under the provisions of said Section 1303, and

WHEREAS, the Developer applied for approval under said Section 1303 at the time of submission of the proposed plat and final approval has been granted by the Township Board of the Township as to the preliminary plat and general plan of development, and

WHEREAS, the Developer wishes at this time to obtain approval of the final plat of Franklin Colony Club Subdivision, first stage of the development, and

WHEREAS, it is now desirable that the Developer and the Township enter into a binding contract relative to the details of development of said subdivision, as required by Paragraph 14, of Section 1303 of the West Bloomfield Zoning Ordinance.

NOW THEREFORE, in consideration of the approval by the Township Board of the Township of the final plat of Franklin Colony Club Subdivision and of the mutual promises contained herein, the parties hereto agree as follows:

1. The Developer hereby dedicates and conveys to each lot owner of a lot or portion thereof in Franklin Colony Club a right and easement of enjoyment in and to Park A and Park B of Franklin Colony Club Subdivision, hereinafter referred to as "Common Area" and hereby covenants for itself, its successors and assigns that it will convey fee simple title to the Common Area to the Association hereinafter described, free and clear of all encumbrances and liens, prior to the conveyance of the first lot or part thereof in Franklin Colony Club Subdivision.

2. Reference to this Agreement and to the fact that it governs the use of said ~~ParxxxA~~ ^{Colony Park} and ~~ParxxxB~~ ^{Club Park} shall be included in the final plat of Franklin Colony Club Subdivision and in the final plats of any other subdivision included within the property described in Exhibit A.

3. Title to the Common Area shall be vested in the Association hereinafter described as Trustee for the benefit of the lot owners and subject to the right and easement of enjoyment in and to such Common Area by the lot owners. Such easement shall not be personal but shall be considered to be appurtenant to said lots, which easement shall pass with the title to said lots whether specifically set forth in deeds to the lots or not.

~~4. Control and jurisdiction over the Common Area shall be vested in the Association of said lot owners to be known as the Franklin Colony Club Association and referred to herein as the~~ "Association". Such Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan. Such Association shall be incorporated prior to the sale of any of the lots or portions thereof in Franklin Colony Club Subdivision but in any event within ninety (90) days following the recording of the final plat of Franklin Colony Club Subdivision.

~~Membership in the Association shall be mandatory for each owner and any successive owner of residential lots in Franklin Colony Club Subdivision.~~ The Association shall be responsible for the proper maintenance of the open spaces and for compliance with this Agreement. The By-Laws of the Association shall provide for a Board of Directors of not less than five (5) members to be elected by the lot owners, but

may provide that such Board of Directors may be appointed by the Developer until such time as all homesites in said Franklin Colony Club Subdivision shall have been leased or sold by the Developer. Thereafter the Board of Directors shall be elected by the lot owners.

The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the lot owners.

5. Common Area 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 (60%) percent of said lot owners present and voting at a meeting of the Association called for said purpose and thereafter ratified by the West Bloomfield Township Board.

6. All residents of Franklin Colony Club and guests accompanying said residents shall have equal access to the Common Area.

7. In the event that the Association shall at any time fail to maintain the Common Area in reasonable order and condition or to pay any taxes assessed thereon, the Township may serve written notice upon the Association or upon said lot owners setting forth the manner in which the Association has failed to maintain the Common Area in reasonable condition or the fact that taxes have not been paid, and said notice shall include a demand that said deficiencies be cured within thirty (30) days thereof, and, further, shall state the date and place of a hearing thereon before the Township Board or such other Board, body or official to whom the Township Board shall delegate such responsibility, which shall be held within fourteen (14) days of the notice. At such hearing the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof, shall not be cured within said thirty (30) days or any extension thereof, the Township, in order to preserve the taxable value of the properties within Franklin Colony Club Subdivision and to prevent the Common Area from becoming a public nuisance may enter upon said Common Area and maintain the same for a period of one (1) year. Said maintenance by

the Township shall not constitute a taking of the Common Area nor vest in the public any right to use the the same. Before the expiration of the said year, the Township shall upon its own initiative or upon the request of the Association call a public hearing upon notice to the Association and to the lot owners of Franklin Colony Club Subdivision at which hearing such Association or the lot owners of the Subdivision shall show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township shall determine that the Association is ready and able to maintain the Common Area in reasonable condition, the Township shall cease to maintain the Common Area at the end of said year. If the Township shall determine that the Association is not ready and able to maintain the Common Area in a reasonable condition, the Township may in its discretion continue to maintain said Common Area during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. The cost of such maintenance by the Township or the amount of any unpaid taxes shall be assessed against the properties within Franklin Colony Club Subdivision and shall become a lien on said property. The Township at the time of entering upon said Common Area for the purpose of maintenance shall file a notice of lien in the office of the Register of Deeds of the County of Oakland upon the properties affected by the lien within said subdivision.

8. Notwithstanding any other provisions of the Agreement, the Developer reserves the right to grant easements within the Common Area for the installation, repair and maintenance of water mains, sewers, drainage courses and other public utilities, subject to the approval of the Township, provided that such utilities shall be installed in such manner as to minimize damage to the natural feature of the Common Area.

9. It is contemplated by the parties hereto that the Lots in Franklin Colony Club Subdivision, will each be divided into not more than four separate parcels, each parcel containing one dwelling unit in accordance with the approved site plan on file with the Township. Permission is hereby given by the Township for said

division under the provisions of Article VI of Ordinance No. 52E, Subdivision Regulations, provided:

(a) Lines of division shall be as nearly perpendicular to the front lot line and parallel to each other as practicable.

(b) All divisions of a single lot shall be accomplished at the same time.

(c) Application for division of a lot shall be made to the Supervisor in accordance with Section 605 of the Subdivision Regulations Ordinance and shall be accompanied by an accurate survey showing the location of all buildings located upon the lot.

(d) For the purpose of this Agreement, each separate parcel shall thereafter be considered to be a lot and the owner thereof to be a lot owner.

10. The Developer has also submitted to the Township a complete site plan for the development of the Common Area showing all improvements which are proposed to be made thereon and has deposited a cash or corporate surety bond as required by Paragraph 15 of Section 1303 of the West Bloomfield Zoning Ordinance. The improvement shown upon this plan, approved by the Township shall be installed in accordance with the schedule set forth thereon, and no physical improvements to the Common Area shall be removed, reconstructed, altered, or added without the approval of the Township Board.

11. The parties hereto make this Agreement on behalf of themselves, their heirs, successors and assigns and hereby warrant that they have the authority to make this contract.

My Commission expires

EXHIBIT A.

DESCRIPTION OF REAL ESTATE

Land in the Township of West Bloomfield, Oakland County, Michigan,
described as:

Part of the SE 1/4 of Section 36, T 2 N, R 9 E, West Bloomfield Township, Oakland County, Michigan, described as beginning at a point on the E line of said Section 36, distant S 0° 02' W along said E line 659.60 feet from the E 1/4 corner of said Section 36, thence continuing along said E Section line, S 0° 02' W 299.60 feet, thence on a curve to the right, radius equals 779.37 feet, long chord bears S 11° 58' 25" W 324.26 feet, a distance of 326.65 feet, thence south 23° 58' 50" W 428.39 feet thence north 66° 01' 10" W 698.54 feet to a point of traverse along Franklin River, said point later referred to as first mentioned point along said River, thence continuing N 66° 01' 10" W 13.31 feet to a point in the center line of said Franklin River, thence southwesterly along the center line of said River, 530 feet, more or less, to the SE corner of Lot 80 of Franklin Oaks No. 2 Subdivision, said SE lot corner also being located N 44° 24' 50" W 116.13 feet and S 87° 36' 50" W 202.03 feet and S 67° 26' 50" W 210.20 feet and S 2° 16' 30" W 25.0 feet from first mentioned point in said traverse along said Franklin River; thence N 2° 16' 30" E along the E line of Franklin Oaks and Franklin Oaks, No. 2 Subdivision, thence 749.0 feet to the SW corner of Bloomfield Farms No. 1 Subdivision thence N 89° 42' E along the S line of said Bloomfield Farms No. 1 Subdivision, 1327.94 feet to the point of beginning.

Excepting therefrom the easterly 60.0 feet deeded to Oakland County Road Commission.

Drafted by: **BRENNAN & BISEAU**
ATTORNEYS AT LAW
29870 MIDDLEBELT
FARMINGTON, MICH. 48024
851-6111

AMENDMENT TO DECLARATION OF RESTRICTIONS

FRANKLIN COLONY CLUB

This Declaration is made this 2nd day of July, 1973, by Creative Communities, Inc., a Michigan Corporation, of 5555 Powderhorn Drive, Birmingham, Michigan, hereinafter referred to as the Developer, and by such other parties whose names are set forth below, hereinafter referred to as Lot Owners:

WITNESSETH:

WHEREAS, the Developer executed a certain Declaration of Restrictions applicable to certain land located in Section 36 of the Township of West Bloomfield, Oakland County, Michigan, Town 2 North, Range 9 East, and described in Exhibit A attached hereto and made a part hereof, which Declaration of Restrictions is recorded in Liber 5917, Page 197, and following, as amended in Liber 5941, Page 130, and Liber 5980, Page 410, and,

WHEREAS, as of the execution and recording of this instrument, the Developer and the Lot Owners are the owners of the described party, and

WHEREAS, the Developer and the Lot Owners desire to supplement and add to said Declaration of Restrictions, as amended:

IT IS HEREBY DECLARED that the following restrictions and conditions are covenants running with the land, binding upon the heirs, personal representatives, successors, and assigns of the Developer and the Lot Owners and the Grantees of all individual lots and other parcels contained within the property described in Exhibit A.

ARTICLE V.

RESTRICTIONS ON USE OF PROPERTY

(continued)

16. 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 co-owner or group of co-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 wholly contained within the co-owner's house, including so-called "rabbit ears" dipole or interior attic antennae.

IN WITNESS WHEREOF, the Developer and the Lot Owners have executed this Declaration on the day and year above stated at the Township of West Bloomfield, Oakland County, Michigan.

Witnessed by:

Signed by
CREATIVE COMMUNITIES, INC.

Doris S. Dillon
Doris S. Dillon

Ivan Frankel
By: IVAN FRANKEL, President

Jacqueline Miller
Jacqueline Miller

REMA S. FRANKEL
and REMA S. FRANKEL, Secretary

STATE OF MICHIGAN))
COUNTY OF OAKLAND)) SS.

The foregoing instrument was acknowledged before me this 2nd day of July, 1973, by Ivan Frankel, President, and Rema S. Frankel, Secretary, of Creative Communities, Inc., a Michigan Corporation, on behalf of the Corporation.

DORIS S. DILLON
Notary Public, Oakland County, Mich.
My commission expires Oct. 1, 1973

Charles S. Dillon
Notary Public

October 1, 1973

My Commission expires: _____

Drafted by: DOUGLAS M. TISDALE
Brennan and Bibeau
29870 Middlebelt Road
Farmington, Michigan 48024
851-6111

IVAN FRANKEL CONSTR. CO.
2121 Colony Club Drive
West Bloomfield, M. 48033

When recorded return to: West Bloomington, PA 15085

AMENDMENT TO DECLARATION OF RESTRICTIONS -
FRANKLIN COLONY CLUB

This Declaration is made this 7th day of September, 1972, by Creative Communities, Inc., a Michigan Corporation, of 5555 Powderhorn Drive, Birmingham, Michigan, hereinafter referred to as the Developer:

WITNESSETH:

WHEREAS, the Developer executed a certain Declaration of Restrictions applicable to certain land located in Section 36 of the Township of West Bloomfield, Oakland County, Michigan, Town 2 North, Range 9 East, and described in Exhibit A attached hereto and made a part hereof, which Declaration of Restrictions is recorded in Liber 5917, Page 197, and following, and,

WHEREAS, as of the execution and recording of this instrument, the Developer remains the owner of the described property, no part thereof having been conveyed by the owner to any other person or entity, and,

WHEREAS, the Developer desires to supplement and add to said Declaration of Restrictions:

IT IS HEREBY DECLARED that the following restrictions and conditions are covenants running with the land, binding upon the heirs, personal representatives, successors, and assigns of the Developer and the Grantees of all individual lots and other parcels contained within the property described in Exhibit A.

ARTICLE IX.

EASEMENTS

1. In the event that any portion of a residential unit 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 so long as such encroachment exists.

2. The Franklin Colony Club Association or its duly authorized agents shall have an easement over and access to each lot or parcel of land from time to time, during reasonable working hours, upon notice to the owner thereof, as may be necessary for the Association to carry out its obligations of maintenance, repair or replacement of structures or landscaping on said lot or parcel or on any adjoining lot or parcel as set forth in the Corporate By-Laws. The Association or its agents shall also have the right of access to each lot or parcel at all times without notice when necessary to make emergency repairs, to prevent damage to the structures located thereon, or on an adjoining lot or parcel.

3. There shall be easements through and over those portions of all lots or parcels of land as may be reasonably necessary for the installation, maintenance and repair of all public utilities necessary for the use of said lots or parcels.

ARTICLE X

RESTRICTIONS ON THE USE OF COMMON AREAS

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

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 and 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 those lots directly affected by such other use.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the day and year above stated at the Township of West Bloomfield, Oakland County, Michigan.

Witnessed by:

Signed by
CREATIVE COMMUNITIES, INC.

James E. Frankel
James E. Frankel
Doris S. Dillon
Doris S. Dillon
STATE OF MICHIGAN
COUNTY OF OAKLAND

Ivan Frankel
By IVAN FRANKEL, President
Rema S. Frankel
and REMA S. FRANKEL, Secretary
RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS

The foregoing instrument was acknowledged before me this 7th day of September, 1972, by Ivan Frankel, President, and Rema S. Frankel, Secretary, of Creative Communities, Inc., a Michigan Corporation, on behalf of the Corporation.

Doris S. Dillon
Notary Public Doris S. Dillon
Oakland County

DORIS S. DILLON
Notary Public, Oakland County, Mich.
My commission expires Oct. 1, 1973

AMENDMENT TO DECLARATION OF RESTRICTIONS
FRANKLIN COLONY CLUB72 99072
RECORDED

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This Declaration is made this 8 day of 1972, 1972, by Creative Communities, Inc., a Michigan Corporation, of 5555 Powderhorn Drive, Birmingham, Michigan, hereinafter referred to as the Developer:

WITNESSETH:

WHEREAS, the Developer executed a certain Declaration of Restrictions applicable to certain land located in Section 36 of the Township of West Bloomfield, Oakland County, Michigan, Town 2 North, Range 9 East, and described in Exhibit A attached hereto and made a part hereof, which Declaration of Restrictions is recorded in Liber 5917, Page 197, and following, and,

WHEREAS, as of the execution and recording of this instrument, the Developer remains the owner of the described property, no part thereof having been conveyed by the owner to any other person or entity, and,

WHEREAS, the Developer desires to supplement and add to said Declaration of Restrictions:

IT IS HEREBY DECLARED that the following restrictions and conditions are covenants running with the land, binding upon the heirs, personal representatives, successors, and assigns of the Developer and the Grantees of all individual lots and other parcels contained within the property described in Exhibit A.

ARTICLE IX.

EASEMENTS

1. In the event that any portion of a residential unit 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 so long as such encroachment exists.

2. The Franklin Colony Club Association or its duly authorized agents shall have an easement over and access to each lot or parcel of land from time to time, during reasonable working hours, upon notice to the owner thereof, as may be necessary for the Association to carry out its obligations of maintenance, repair or replacement of structures or landscaping on said lot or parcel or on any adjoining lot or parcel as set forth in the Corporate By-Laws. The Association or its agents shall also have the right of access to each lot or parcel at all times without notice when necessary to make emergency repairs, to prevent damage to the structures located thereon, or on an adjoining lot or parcel.

3. There shall be easements through and over those portions of all lots or parcels of land as may be reasonably necessary for the installation, maintenance and repair of all public utilities necessary for the use of said lots or parcels.

4. 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 owners shall each have an easement of support therein.

0 14176 3

ARTICLE X

RESTRICTIONS ON THE USE OF COMMON AREAS

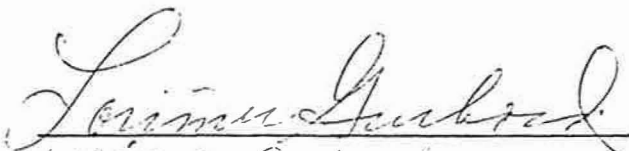
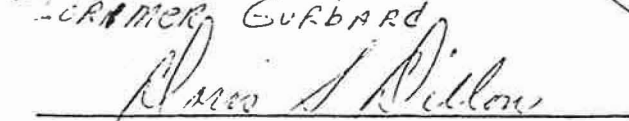
1. Except as limited below, Colony Park and Club Park may be used for adult recreational activities and such passive uses as picknicking, strolling, nature study, and similar pursuits. Additional uses for the common area may be established if approved by not less than sixty (60%) percent of the lot owners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

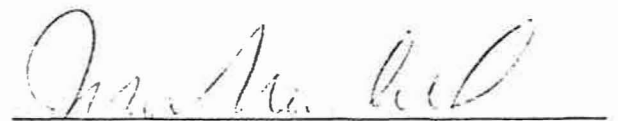
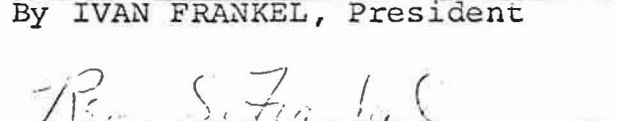
2. That part of Colony Park lying between the west line of Lots 5 and 6, and the easterly bank of the Franklin River, that part of Colony Park lying between the westerly line of Lot 7 and the eastern shore of the pond in Colony Park, and that part of Colony Park between the westerly line of Lots 12 and 13 and 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 those lots directly affected by such other use.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the day and year above stated at the Township of West Bloomfield, Oakland County, Michigan.

Witnessed by:


Signed by
CREATIVE COMMUNITIES, INC.


LEIMER GURBARD

DORRIS S. DILLON


By IVAN FRANKEL, President

and REMA S. FRANKEL, Secretary

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

1972
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14
The foregoing instrument was acknowledged before me this 8th day of November, 1972, by Ivan Frankel, President, and Rema S. Frankel, Secretary, of Creative Communities, Inc., a Michigan Corporation, on behalf of the Corporation.


Notary Public

LEIMER GURBARD
Notary Public, State of Michigan, Inc.
My commission expires Dec. 1, 1973

COPY

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, as follows:

ARTICLE I.

The name of the corporation is Franklin Colony Club 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 Franklin Colony Club, a cluster development located in the southwest 1/4 of Section 36, West Bloomfield Township, Oakland County, Michigan;

(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 Association and Development;

~~(f) To make and enforce reasonable regulations concerning the use and enjoyment of said Association and Development;~~

(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as Landlord or Tenant) real and personal property, in accordance with and limited by the provisions of its By-Laws and the recorded restrictions applicable to the Development;

(h) To borrow money and issue evidences of indebtedness to 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 Agreement with the Township of West Bloomfield and By-Laws of the Association and of these Articles of Incorporation and such By-Laws 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 Association;

~~(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 Association and to the accomplishment of any of the purposes thereof.~~

ARTICLE III.

Location of the first registered office is:

5555 Powderhorn Drive
Birmingham, Oakland County, Michigan

Post office address of the first register office is:

5555 Powderhorn Drive
Birmingham, Michigan 48010

ARTICLE IV.

The name of the first resident agent is: Ivan Frankel

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:

Ivan Frankel	4760 Pickering Road Birmingham, Michigan 48010
Rema Frankel	4760 Pickering Road Birmingham, Michigan 48010
Ivan Frankel Construction Company	5555 Powderhorn Drive Birmingham, Michigan 48010

ARTICLE VII.

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

Ivan Frankel	4760 Pickering Road Birmingham, Michigan 48010
Rema Frankel	4760 Pickering Road Birmingham, Michigan 48010
Lorimer Guibard	5555 Powderhorn Drive Birmingham, Michigan 48010

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 lot owner (including the Developer) of a lot in the Development 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 the first annual meeting of the members.
- (b) Membership in the corporation shall be established by acquisition of fee simple title to a lot in the Development and by recording with the Register of Deeds in the County where the Development is located, a deed or other instrument establishing a change of record title to such lot and the furnishing of evidence of same satisfactory to the corporation the new lot owner thereby becoming a member of the corporation and the membership of the prior lot 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 lot.
- (d) Voting by members shall be in accordance with the provisions of the By-Laws of this corporation.

We, the incorporators, sign our names this 2 nd day of August, 1972.

John Mark

Ivan Frankel

Ken. Fr. B. C.

Rema Frankel

IVAN FRANKEL CONSTRUCTION CO.

By *John E. Havel*
James Franklin, President

Ivan Frankel, President

And Kema Frankel
Kema Frankel Secretary

Rema Frankel, Secretary

STATE OF MICHIGAN)
-) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 2nd day of August, 1972 by Ivan Frankel and Rema Frankel.

My Commission expires: Oct. 1, 1973

Notary Public, Doris S. Dillon
County, Michigan (Oakland)

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 2nd day of August, 1972 by Ivan Frankel, President and Rena Frankel, Secretary, of Ivan Frankel Construction Co., a Michigan corporation, on behalf of the corporation.



Notary Public, Doris S. Dillon
County, Michigan (Oakland)

My Commission expires: Oct. 1, 1973

C O D Y

FRANKLIN COLONY CLUB ASSOCIATION

CORPORATE BY-LAWS

ARTICLE I.

ADOPTION OF DECLARATION OF RESTRICTIONS

The Declaration of Restrictions (herein called the Declaration) recorded in Liber 5917, Pages 197 through 214, Oakland County Records are hereby incorporated by reference and adopted in their entirety as a part of the By-Laws of this Corporation.

ARTICLE II.

MEETINGS

Section 1. Meetings of the Association shall be held at a suitable place convenient to the co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and By-Laws of the Corporation, or the Condominium Master Deed or By-Laws or the law of the State of Michigan.

Section 2. The first annual meeting of the members of the Corporation shall be called in accordance with the Declaration. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each co-owner. Thereafter, the annual meetings of the members of the Association shall be held on the third Tuesday of March each succeeding year. At such meetings there shall be elected by ballot of the co-owners, a Board of Directors in accordance with the requirements of Section 1 of Article III of these By-Laws. The co-owners may also transact such other business of the corporation as may properly come before them.

Section 3. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. It shall be the duty of the Secretary (or Other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each co-owner of record, at least seven (7) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article Section 3 (e) of the Condominium By-Laws, shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 5. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE III.

VOTING

Section 1. Except as limited in these By-Laws, each co-owner shall be entitled to one vote for each lot owned in Franklin Colony Club.

Section 2. ~~No lot owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a lot in Franklin Colony Club to the Association.~~ No lot owner, except the Developer, shall be entitled to vote prior to the first official meeting of members. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required below.

Section 3. Each lot owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such lot owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the lots owned by the lot owner, and the name and address of each person, firm, corporation, partnership, association, trust or other legal entity who is the lot owner. Such notice shall be signed and dated by the lot owner. 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 4. ~~The presence in person of forty (40%) percent of the lot owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the By-Laws or the Declaration to require a greater quorum.~~ In cases where written voting is permitted, the written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not present in person, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. ~~If a quorum is not present and the meeting is adjourned as provided in Section 5 of Article II of these By-Laws, the presence in person of twenty (20%) percent of the lot owners qualified to vote shall constitute a quorum at such adjourned meeting.~~

Section 6. Votes may be cast only in person except that it shall be permissible to vote by a writing duly signed by the designated voting representative not present at a given meeting in person. Any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Neither cumulative voting nor voting by proxy shall be permitted.

ARTICLE IV.

BOARD OF DIRECTORS

Section 1. ~~The affairs of the corporation shall be governed by a Board of Directors all of whom must be members of the corporation~~ except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation.

Section 2. The first Board of Directors designated in the Articles of Incorporation shall be composed of three (3) persons and such first Board of Directors shall manage the affairs of the Association until a successor Board of Directors is elected at the first meeting of members of the Association convened at the time required by these By-Laws. ~~At such first meeting of members of the Association, three (3) Directors shall be elected for a term of one (1) year and three (3) Directors shall be elected for a term of two (2) years, and at each annual meeting of the Association held thereafter, three (3) Directors shall be elected.~~ ~~The term of office (except for the original Board of Directors and three of the Directors elected at the First Annual Meeting of Members) of each Director shall be two (2) years.~~ The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all such acts and

things as are not by law, the Declaration , the Articles of Incorporation, or these By-Laws prohibited or directed to be exercised and done by the lot owners.

Section 4. In addition to the foregoing duties imposed by these By-Laws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- (a) Management and administration of the affairs of and maintenance of the Association and the common elements thereof.
- (b) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof .
- (d) To rebuild improvements after casualty.
- (e) ~~To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Association.~~
- (f) To approve or disapprove proposed purchasers or lessees.
- (g) To acquire, maintain and improve , and to buy , sell, convey, assign, mortgage or lease any real or personal property (including easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien , on property owned by the Association ; provided , however, that any such action shall be approved by affirmative vote of ninety (90 %) percent of all of the members of the Association.
- (i) ~~To enforce the provisions of the Declaration and these By-Laws.~~
- (j) Remove and clean snow from all streets and driveways as soon as possible following any snowfall.
- (k) Mow the lawns and provide adequate clean-up on all common areas and lots at least once each week during the months of May 1 st through October 31 st. Fertilize and treat for weeds three (3) times each year and keep said areas free from weeds and other noxious growths.
- (l) Paint and restrain exterior of all dwellings and garages once every four (4) years.
- (m) Perform other optional services for lot owners at prices to be established by the Board.

Section 5. ~~The Board of Directors shall adopt regulations respecting the use and enjoyment of the lots and common areas in Franklin Colony Club, and such other regulations as are necessary for proper maintenance and control .~~

Section 6. The Board of Directors may employ for the Association a management agent at compensation established by the Board to perform such duties and services as the Board shall authorize , including , but not limited to, the duties listed in Sections 3 and 4 of this Article , and the Board may delegate to such management agent any other

duties or powers which are not by law or by the Declaration or by the Articles of Incorporation or By-Laws of this corporation required to be performed by or have the approval of the Board of Directors or the members of the corporation.

Section 7. Vacancies in the Board of Directors (including the first Board of Directors named in the Articles of Incorporation) caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association to act for the unexpired term of his predecessor (or for a full term if the predecessor's term would have expired at the time of such annual meeting).

Section 8. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority of the lot owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the lot owners shall be given an opportunity to be heard at the meeting.

Section 9. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 10. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 11. Special Meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one director.

Section 12. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum.

Section 14. All of the actions (including without limitation, the adoption of these By-Laws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected before the first annual meeting of members shall be binding upon the

Association in the same manner as though such actions had been authorized by a Board of Directors, duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by the Board of Directors as provided in the Declaration and in the Articles of Incorporation or By-Laws of the Association.

Section 15. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of the administration.

ARTICLE V.

OFFICERS

Section 1. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice-President, a Secretary and a Treasurer, all of whom shall serve without compensation if they are members of the Board of Directors. The directors may appoint an assistant Treasurer, and an assistant Secretary, and such other officers as in their judgment may be necessary. Any two officers except that of President and Vice-President may be held by one person.

Section 2. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither President nor Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 7. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

Section 8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors. Officers who handle association funds shall be bonded in an amount approved by the Board.

ARTICLE VI.

SEAL

Section 1. The corporation shall have a seal which shall have inscribed thereon the name of the corporation, the words "corporate seal" and "Michigan."

ARTICLE VII.

FINANCE

Section 1. The fiscal year of the corporation shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 2. The funds of the corporation shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or other of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

Section 3. The Association shall keep detailed books of account pertaining to the administration of the Association in accordance with generally accepted accounting principles. Such accounts shall be open for inspection by the lot owners during reasonable working hours and shall be audited annually by qualified auditors. The cost of such audit shall be an expense of administration.

Section 4. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid monthly in advance by the lot owners. Assessments shall be due and payable on the first of each month, commencing with acceptance of a deed to or a land contract vendee's interest; or with the acquisition of fee simple title 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 end of the month in which such assessment falls due. A late charge of one (1%) percent per month shall be assessed automatically by the Association upon any assessments in default until paid in full. Each lot owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his property which may be levied while such co-owner is the owner thereof. All payments shall be applied first against any outstanding late charges and thereafter against assessments in order of greatest delinquency.

Section 5. Apportionment of assessments shall be as follows:

(a) The annual budget prepared by the Board of Directors for all items except insurance covering homes in Franklin Colony Club shall be divided by the number of completed housing units in Franklin Colony Club. Lot owners on lots 3, 4, 5, 6, 7, 11, 12 and 13 shall be assessed 105% of the average. Lot owners on all other lots shall be assessed 95% of the average.

(b) The cost of insurance covering the dwellings and related structures owned by the lot owners shall be apportioned among the lot owners on the basis of value, each lot owner paying a portion equal to the value of his property insured divided by the total amount of insurance coverage applicable to all such dwellings and related structures owned by the lot owners.

(c) The total annual assessments computed in Paragraphs (a) and (b) above, shall be divided into twelve equal installments and paid in accordance

with Section 4. above. The Board of Directors shall be authorized to round such monthly installments to the nearest even dollar.

(d) Special Assessments levied in accordance with the Declaration, shall be apportioned on the basis of Paragraph (a) of this Section 5.

Section 6. The Association may enforce collection of delinquent assessments by suit at law for a money judgment against the title holder or the land contract vendee or by foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. In an action for foreclosure, a receiver may be appointed to collect a reasonable rental for the property from the co-owner thereof or any persons claiming under him. The expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default, and shall be secured by the lien on his property. A lot owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

ARTICLE VIII.

INSURANCE

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common areas of Franklin Colony Club.

Section 2. The Association shall also carry blanket fire and extended coverage, vandalism and malicious mischief insurance on the dwellings and related structures constituting real property owned by the lot owners and located upon the lots in Franklin Colony Club. The Association shall, from time to time, but not less frequently than every three (3) years, provide for an appraisal of all such insurable property and shall carry coverage in an amount equal to not less than ninety (90%) percent of such appraised value. Such appraisal shall also be the basis for prorating the cost of said insurance as required by Paragraph (b) of Section 5 of Article VII above.

Section 3. All such insurance shall be purchased by the Association for the benefit of the Association, and the lot owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of lot owners. Each lot owner may obtain additional insurance coverage at his own expense upon his property. It shall be each lot owner's responsibility to obtain insurance coverage for his personal property located upon his property and for his personal liability for occurrences within his property or elsewhere, and the Association shall have absolutely no responsibility for obtaining such coverage. The Association and all lot owners shall use their best efforts to see that all property and liability insurance carried by the Association or any lot owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any co-owner or the Association.

Section 4. The proceeds of any insurance received by the Association as a result of any loss to the property described in Section 2 above shall be applied to the repair or reconstruction of said property.

Section 5. Each lot owner, by ownership of property in the Association, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism, and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Association, his property and the common area with such insurer as may, from time to time, provide such insurance for the Association. Without limitation on the generality of the foregoing, the Association as said attorney

shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the lot owners and respective mortgagees, as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such lot owner and the Association as shall be necessary or convenient to the accomplishment of the foregoing.

Section 6. The Association may purchase insurance subject to a deductible not to exceed One Hundred (\$100.00) Dollars per occurrence. In the event of damage to a dwelling owned by a lot owner, the lot owner shall be liable for the amount of the deductible. In the event of damage to property owned by the Association the Association shall be liable for the amount of the deductible.

ARTICLE IX.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

~~Every unpaid director and every officer of the Association shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Association, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.~~

ARTICLE X.

AMENDMENTS

~~Section 1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members of the Association whether meeting as members or 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 these By-Laws.~~

~~Section 3. These By-Laws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of sixty (60%) percent of all co-owners.~~

~~Section 4. At any meeting held to consider such amendment or amendments to these By-Laws, the witnessed and notarized written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting providing such written vote is delivered to the Secretary of the Association at or prior to such meeting.~~

Section 5. Prior to the first annual meeting of members, these By-Laws may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any other person provided such amendments to these By-Laws do not unreasonably increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association.

Section 6. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption.

ARTICLE XI.

SEVERABILITY

In the event that any of the terms, provisions or covenants of these By-Laws or the Association Documents are held to be partially or wholly invalid or unenforceable

for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.