

OWNER INFORMATION BOOKLET

FOR

FRANKLIN COLONY CLUB

**A RESIDENTIAL COMMUNITY
LOCATED IN THE TOWNSHIP OF WEST BLOOMFIELD
OAKLAND COUNTY, MICHIGAN**

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FRANKLIN COLONY CLUB SUBDIVISION, FRANKLIN COLONY
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**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR FRANKLIN
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LIBER 55238 PAGE 407
\$21.00 MISC RECORDING
\$4.00 REMONUMENTATION
\$5.00 AUTOMATION
11/25/2020 06:56:02 PM RECEIPT# 199514
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR
FRANKLIN COLONY CLUB SUBDIVISION, FRANKLIN COLONY CLUB
SUBDIVISION NO. 1 AND FRANKLIN COLONY CLUB SUBDIVISION NO 2.**

This Amended and Restated Declaration of Restrictions for Franklin Colony Club Subdivision, Franklin Colony Club Subdivision No. 2 and Franklin Colony Club Subdivision No. 3 (the "Amended and Restated Declaration") is made and executed this 23rd day of November, 2020, by Franklin Colony Club Association, a Michigan nonprofit corporation (the "Association").

The Association desires by recording this Amended and Restated Declaration to continue to provide for and reaffirm the affirmative obligations, restrictions and covenants upon the Subdivisions (defined below) and the owners of lots within the Subdivisions and to ensure the harmony and attractiveness of the Subdivisions. The original Declaration of Restrictions for Franklin Colony Club, recorded in Liber 5917, Pages 197 et seq., as amended by the First Amendment recorded in Liber 5941, Pages 130 et seq., the Second Amendment recorded in Liber 5980, Pages 410 et seq., the Third Amendment recorded in Liber 6124, Pages 653 et seq., and the Fourth Amendment recorded in Liber 13989, Pages 461 et seq., Oakland County Records, are superseded by the recording of this Amended and Restated Declaration.

The real property described on Exhibit A (the "Property") and included within the Subdivisions shall be held, transferred, sold, conveyed, occupied, encumbered, leased, improved and utilized subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Amended and Restated Declaration, all of which run with such real property and which are a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, administrators and assigns.

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

Section 1. Definitions. Certain terms are utilized not only in this Amended and Restated Declaration, but may be used in various other instruments such as, by way of example and not limitation, the Bylaws, Articles of Incorporation and any Association Rules and Regulations. Wherever used in these documents or any other pertinent instruments, these terms are defined as follows:

A. "Assessments" means the various forms of payment that Owners (defined below) are required to make to the Association, including without limitation annual, additional and special assessments described in Article III of this Declaration, and any interest, late fees, fines, costs and attorneys' fees incurred in collecting the same.

B. "Association" means Franklin Colony Club Association, a Michigan nonprofit corporation of which all Owners are members.

C. "Bylaws" or "Amended and Restated Bylaws" means the Amended and Restated Bylaws of the Association attached as Exhibit B and made a part of this Amended and Restated Declaration, and as may be amended from time to time.

D. "Common Areas" mean those items or areas of land within the Subdivisions designated on the Plats (defined below) as Common Areas or that are for the beneficial use and enjoyment of the Owners, including Club Park, Colony Park, the private roads, drives, courts, cul-de-sac islands, common parking areas to the extent not located within a Lot, swimming pool, pool house, entryway signs and improvements, mailbox gazebos, common site lighting, Common Area irrigation, retention ponds, retaining walls, beneficial easements including the Pedestrian Access Easement (defined below) and the storm sewer, sanitary sewer and electrical systems up to but not including the service lateral for each Residence (defined below). Title to the Common Areas is vested in the Association subject to the rights and easements of enjoyment in and to the Common Areas by the Owners.

E. "Declaration" or "Amended and Restated Declaration" means this document and all its Exhibits, as the same may be amended from time to time.

F. "Electronic transmission" means transmission by any method authorized by the person receiving the transmission and not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained and that may directly reproduce in paper through an automated process

G. "Good standing" means an Owner who is current in all financial obligations to the Association and is not in default of any of the Subdivision Document provisions.

H. "Lot" means any Lot on the recorded Plats.

I. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion thereof. Both land contract vendors and vendees shall be considered Owners, and are jointly and severally liable for all obligations and responsibilities of Owners under this Amended and Restated Declaration.

J. "Plats" mean one or more of the Plats attached as Exhibit A and made a part of this Amended and Restated Declaration, which individually and collectively cover the Property, as recorded in Oakland County Records.

K. "Property" means the property described in Exhibit A, together with the improvements and additions to the Property. The Property includes the Common Areas and 45 Residences constructed on 15 Lots.

L. "Residence" means any single-family residence constructed on a Lot.

M. "Subdivisions" means all subdivisions listed in Exhibit A and covered by the Plats.

N. "Subdivision Documents" means and includes this Amended and Restated Declaration, the Bylaws, the Plats, the Association's Articles of Incorporation and any Association Rules and Regulations.

O. "Township" means the Township of West Bloomfield, Oakland County, Michigan.

Section 2. Interpretation. This Amended and Restated Declaration, the Articles of Incorporation, the Bylaws and any Association Rules and Regulations shall be liberally construed to effectuate the purposes expressed in these documents with respect to the efficient operation of the Association and the Subdivisions, the beautification, betterment, protection and harmony of the external design and appearance of the Subdivisions, and the preservation of values of the Lots and Residences.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. The Association. The Subdivisions shall be administered by the Association. The Association is responsible for the management, maintenance, operation and administration of the Common Areas, easements and affairs of the Subdivisions subject to and in accordance with the Subdivision Documents. All Owners and all persons using or entering upon the Subdivisions or acquiring any interest in any Residence are subject to the provisions and terms set forth in the Subdivision Documents.

Section 2. Board of Directors. The Association's Board of Directors shall govern the affairs of the Association. Any action required of or permitted to the Association is exercisable by its Board of Directors unless specifically reserved to the Owners by the Subdivision Documents. The Association's Corporate Bylaws provide the number, term and manner of election of the Directors and other provisions pertinent to Directors.

Section 3. Association Membership. Each Owner is a member of the Association and no other person is entitled to membership.

Section 4. Owner's Share of Funds. An Owners share in the Association's funds and assets cannot be assigned, pledged or transferred in any manner except as a Lot appurtenance. An Owner selling a Residence shall not be entitled to any refund from the Association with respect to any reserve account or other Association asset.

Section 5. Voting.

A. **Voting Rights.** Except as otherwise limited in the Subdivisions Documents, each Owner is entitled to one vote for each Residence owned, provided the Owner is in good standing. Voting shall be by number. In the case of any Residence owned by more than one Owner, the voting rights associated with that Residence may be exercised only as a single vote. Except as otherwise provided, the vote of each Owner may be cast only by the individual representative designated by the Owner in the notice required in subsection C below or by a proxy given by the individual representative.

B. **Evidence of Ownership for Voting Purposes.** No Owner shall be entitled to vote at any Association meeting unless their ownership of a Residence is reflected in the County's records by way of a recorded Deed, recorded Land Contract or recorded Memorandum of Land Contract.

C. **Designation of Voting Representative.** Each Owner shall file a written notice with the Association designating the individual representative who shall vote at Association meetings and receive all notices and other Association communications on behalf of the Owner. The notice shall state the name and address of the individual representative designated, the number or numbers of the Residence or Residences owned by the Owner, and the name and address of each person that is the Owner. The Owner shall sign and date the notice. The Owner may change the individual representative designated at any time by filing a new notice in the manner provided in this subsection. At any Association meeting or where action is taken without a meeting, the chairperson of the meeting or the Board may waive the filing of the written notice as a prerequisite to voting.

D. **Voting Method.** Votes may be cast in person, by proxy, in writing signed by the designated voting representative, or by any other means allowed by the voting procedures adopted by the Board of Directors for a given vote. The Board of Directors may permit the casting of votes by mail, personal delivery, electronic transmission, or by other Board-approved means. Any proxies, written votes or other votes cast by permitted means must be filed with the Association's Secretary or the Association's management agent at or before the appointed time of the Association meeting or voting deadline if no meeting is held. No proxy shall be valid after 11 months from its date. Cumulative voting is not permitted.

E. **Majority.** Unless otherwise provided, any action that could be authorized at an Association meeting or by written vote shall be authorized by the vote of a simple majority of those Owners in good standing.

Section 6. Annual Meeting. There Association shall hold an annual membership meeting as more fully set forth in the Bylaws.

Section 7. Quorum. The presence in person or by proxy of 30% of the Owners in good standing constitutes a quorum for holding an Association meeting. The written vote of any person furnished at or prior to any Association meeting at which meeting the person is not otherwise present in person or by proxy, or by the date as is established for voting in cases where

no meeting is held, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

ARTICLE III ASSESSMENTS

Section 1. Determination of Assessment. Assessments shall be determined in accordance with the following provisions:

A. Annual Budget; Annual Assessments. The Board of Directors shall establish an annual budget in advance for each fiscal year and the budget shall project all expenses for the forthcoming year that may be required for the proper operation, management and maintenance of the Subdivisions, including a reasonable allowance for contingencies and reserves. Any adopted budget shall include an allocation to a reserve fund for repairs and replacement of those Common Areas that must be replaced on a periodic basis. Upon the Board of Director's adoption of an annual budget, copies of the budget shall be delivered to each Owner and the annual assessment for the year shall be established based upon that budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future assessments. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay the allocable share of the common expenses whenever they shall be determined. In the absence of any annual budget or adjusted budget each Owner shall continue to pay each installment at the rate established for the previous fiscal year until notified of any change in the installment payment which shall not be due until at least ten (10) days after a new annual or adjusted budget is adopted. Owners shall have a ten (10) day grace period commencing with notice from the Board of Directors in which to submit their new or adjusted assessment payment.

B. Additional Assessments. The Board of Directors has the authority to increase the annual assessment or to levy additional assessments as it deems necessary, provided the same are only for the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance; (ii) to provide repairs or replacements of existing Common Areas; (iii) to provide additions to the Common Areas at a total annual cost not exceeding 2% of the Association's annual operating budget; or (iv) for any emergencies. The authority to levy assessments under this subsection is solely for the Association's benefit and is not enforceable by any Association creditors or the Owners except the Association may voluntarily and conditionally assign the right to levy assessments to any lender relating to any voluntary loan transaction the Association enters into.

C. Special Assessments. Special assessments, in addition to those described in subsections A and B above, may be made by the Board of Directors from time to time if approved by the Owners as provided in this subsection, to meet other Association requirements, including, but not limited to: (i) assessments to provide additions to the Common Areas at a total cost exceeding 2% of the Association's annual operating budget; or (ii) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subsection shall not be levied without the prior approval of more than 60% of all Owners in good

standing. The authority to levy assessments under this subsection is solely for the Association's benefit and is not enforceable by any Association creditors or the Owners except the Association may voluntarily and conditionally assign the right to levy assessments to any lender relating to any voluntary loan transaction the Association enters into.

Section 2. Payment of Assessments and Penalty for Default. Annual assessments levied against the Owners in accordance with Section 1A shall be apportioned among and paid by Owners in accordance with the percentage of value allocated to each Residence as shown on Exhibit C. Annual assessments shall be payable by Owners in twelve (12) monthly installments or in installments as may be provided by the Board in its sole discretion, commencing with acceptance of a deed to or a land contract vendee's interest in a Residence, or with the acquisition of fee simple title to a Residence by any other means. Additional and Special Assessments shall be apportioned among and paid by Owners equally and shall be payable as stated in the notice announcing their levy. The payment of an assessment shall be in default if the assessment, or any part of the assessment, is not paid to the Association in full on or before the due date for the payment, which shall be the first (1st) day of each calendar month or any other date the Board may establish from time to time for any assessment. Assessments in default may bear interest at 7% or the highest rate allowed by law, whichever is greater, until paid in full. In addition, all assessments, or installments of assessments, that remain unpaid 10 days after the due date (based on the postmark date), shall incur a uniform late charge of \$25.00 per month to compensate the Association for administrative costs incurred because of the delinquency. The Board of Directors may revise the amount and frequency of uniform late charges from time to time and may levy additional late fees for special and additional assessments without the necessity of amending this Declaration. Once there is a delinquency in the payment of any assessment installment lasting for more than two months, the Board of Directors may accelerate the remaining unpaid installments of the assessment so that all unpaid installments are immediately due and payable. Each Owner (whether one or more persons) shall be personally liable for the payment of all assessments (including, without limitation, late fees, administrative fees and costs of collection and enforcement of payment, including actual attorneys' fees) levied against their Residence while the Owner has an ownership interest in the Residence. Payments on installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines, administrative fees and late fees on the installments; and third, to installments in default in order of their due dates.

Section 3. Waiver of Use or Abandonment of Residence. Owners shall not be exempt from liability for their contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of their Residence.

Section 4. Enforcement.

A. Lien. Sums assessed to an Owner that are unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorneys' fees and fines, constitute a lien upon the Residence or Residences owned by the Owner at the time of the assessment before other liens except tax liens on the Residence in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a recorded notice of lien have

priority over a mortgage recorded subsequent to the recording of the notice and affidavit of lien. The Association may foreclose the lien by judicial action or by advertisement.

B. Remedies. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both. An Owner may not withhold or escrow assessments, and may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of assessments, the fact the Association or its agents have not provided services or management to an Owner. Except as provided in the Bylaws, an Owner in default shall not be qualified to run for or function as an Association officer or Director, shall not be entitled to vote so long as the default continues, and shall not be entitled to utilize any of the Common Areas; provided, however, this provision shall not operate to deprive any Owner of ingress or egress to and from their Residence. The Association may also discontinue the furnishing of any services to an Owner in default. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Residence from the Owner or any persons claiming under them, and if the Residence is not occupied by the Owner, to lease the Residence and collect and apply the rents received. The Association may also assess fines for late payment or nonpayment of assessments. All remedies shall be cumulative and not alternative.

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

D. Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a foreclosure by advertisement action shall be commenced until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Owner at their last known address, of a written notice that one or more installments of the annual, additional or special assessment, as the case may be, levied against the pertinent Residence is or are delinquent and that the Association may invoke any of its remedies under this Article if the default is not cured within ten (10) days after the date of mailing. The written notice shall set forth (i) the statutory and other authority for the lien, (ii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iii) the legal description of the subject Residence, and (iv) the name of the Owner of record. The notice shall be recorded in the

Oakland County Register of Deeds, but it need not have been recorded as of the date of mailing to the delinquent Owner. If the delinquency is not cured within the ten (10) day period, the Association may take any remedial action as may be available to it under the Subdivision Documents or Michigan law.

E. Expenses of Collection. All expenses incurred in collecting unpaid assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees and including attorneys' fees and costs related to appellate court proceedings or that are incidental to any bankruptcy proceedings filed by the delinquent Owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or attorneys' fees and costs incurred incidental to any State or Federal Court proceeding filed by the Owner) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on their Residence.

Section 5. Liability of Mortgagee. Notwithstanding any other provisions of the Subdivision Documents, the holder of any first mortgage covering a Residence, or the first mortgage holder's successors and assigns, that obtains title to the Residence pursuant to the foreclosure remedies provided in the mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Residence which become due prior to the acquisition of title to the Residence (the date of the foreclosure sale) by such person or entity, except for claims for a pro rata share of the assessments or charges resulting from a pro rata reallocation of the assessments or charges to all Residences including the mortgaged Residence, and except for claims evidenced by a Notice of Lien recorded prior to the recording of the first mortgage.

Section 6. Assessment Status upon Sale of Residence. Upon the sale or conveyance of a Residence, any unpaid assessments, interest, late fees, fines, costs and attorneys' fees against the Residence shall be paid out of the net proceeds of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision of the State for taxes or special assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid assessments. A purchaser or grantee of a Residence is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late fees, fines, costs and attorneys' fees outstanding against the Residence and the purchaser is not liable for any unpaid assessments, interest, late fees, fines, costs and attorneys' fees in excess of the amount set forth in the written statement, nor shall the Residence be subject to any lien for any amounts in excess of the amount set forth in the written statement. The Board of Directors may charge a reasonable administrative fee for preparing this written statement, which may be assessed to the Residence and collected in the same manner as the collection of assessments under this Article. Any purchaser or grantee who fails to request a written statement from the Association at least five (5) days before the conveyance shall be liable for any unpaid assessments against the Residence together with interest, late fees, fines, costs and attorneys' fees incurred in connection with the collection of the assessments.

**ARTICLE IV
RESTRICTIONS**

Section 1. Use of Lots and Residences.

A. Single Family Use. No Residence or Lot shall be used for other than single-family residential purposes as defined by Township of West Bloomfield Zoning Ordinances, and the Common Areas shall be used only for purposes consistent with such use. No Owner shall carry on any business enterprise or commercial activities anywhere on the Common Areas or Lots or within a Residence, including without limitation for profit or nonprofit daycare, adult foster care, nursing facilities, transitional housing, group homes and similar enterprises; provided, however, that Owners shall be allowed to have home offices in their Residences so long as the use does not (1) involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Subdivisions, (2) utilize or involve the presence of any employees within the Residences other than the Residence occupants, (3) disturb other Owners, (4) involve additional expense to the Association (such as utility charges and insurance), (5) violate any other provision or restriction contained in the Subdivision Documents, (6) involve the storage of bulk goods for resale, and (7) constitute a violation of any ordinances or regulations of the Township of West Bloomfield.

B. Occupancy Restrictions. The number of persons allowed to occupy or reside in any Residence shall be governed by the restrictions and regulations of the International Property Maintenance Code or other codes or ordinances that may be adopted by the Township of West Bloomfield from time to time governing occupancy. The restrictions shall automatically change, without the necessity of an amendment to this Declaration, upon the adoption of alternative regulations by the Township of West Bloomfield, so that all Residence occupancy shall be in accordance with all Township of West Bloomfield regulations.

Section 2. Conduct within the Subdivisions. No harmful, improper or unlawful activity, including without limitation speeding or other vehicular infractions, shall be engaged in on or upon the Common Areas or any Lot or Residence, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners, nor shall any unreasonably noisy activity be carried upon the Common Areas or any Lot or Residence. There shall not be maintained any device or thing of any sort whose normal activities or existence is in any way harmful, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Residences. No Owner shall do or permit anything to be done or keep or permit to be kept within the Subdivisions that will increase the Association's rate of insurance without the Board's written approval and each Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. All applicable municipal codes and ordinances must be followed.

Section 3. Animals.

A. Number and Type. No more than 2 household pets shall be kept, maintained or allowed within any Residence. As used in this Section, "household pets" means dogs and cats. Small animals, fish or birds that are constantly caged or in a tank are permitted and shall not be

included in the term "animal" or "household pet." Reptiles and exotic pets (i.e. rare or unusual animals or animals generally thought of as wild and not typically kept as a household pet) are prohibited.

B. Restrictions Applicable to Animals; Responsibilities of Owners.

(1) The Board of Directors may require that Owners register their animals with the Association before the animal may be maintained on or within the Subdivisions.

(2) No animals may be kept or bred for any commercial purpose.

(3) All animals shall be kept either on a leash in the control of a responsible person or properly restrained via the utilization of an invisible fence; provided, that invisible fences are only permitted to be installed in the Residence's rear-yard.

(4) Each Owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by the Owner or their occupants, anywhere in the Subdivisions.

(5) Any animal permitted to be kept in the Subdivisions shall have such care and restraint as not to be obnoxious because of noise, odor or unsanitary conditions. No savage or dangerous animal of any type shall be kept on the Subdivisions. No animal that creates noise and can be heard on any frequent or continuing basis shall be kept in any Residence or on the Lots or Common Areas.

(6) Any Owner who causes or permits any animal to be brought, maintained or kept on the Subdivisions for any length of time shall indemnify and hold harmless the Association for any loss, damage or liability, including attorneys' fees and costs, that the Association may sustain because of the presence of the animal on the Subdivisions, whether the animal is permitted or not. The Association may assess and collect from the responsible Owner all losses and damages in the manner provided in Article III of this Declaration.

(7) The Association may charge Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article III if the Board determines the assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Subdivisions.

(8) All animals kept in accordance with this Section shall be licensed by the municipal agency having jurisdiction, and proof of the animal's shots shall be provided to the Association upon request.

C. Association Remedies. The Association may, after notice and hearing and without liability, remove or cause to be removed any animal from the Subdivisions that the Board determines to be in violation of the restrictions imposed by this Section or by any applicable Association rules and regulations. The Board may adopt additional reasonable rules and regulations with respect to animals, as it may deem proper.

Section 4. Storage; Handling of Refuse; Garage, Rummage, Estate and Other Sales; Unsightly Conditions.

A. **Storage; Handling of Refuse.** Owners and other users of the Subdivisions shall not use the Common Areas or Lots for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Subdivisions Documents. Trash receptacles must be maintained inside each Residence or its garage and are not permitted to remain elsewhere on Lots or Common Areas except for such short periods of time as may be reasonably necessary to permit periodic collection of trash or except as the Board otherwise approves in writing. Trash shall be stored and handled in accordance with all applicable Association rules and regulations and Township of West Bloomfield ordinances and Owners shall be responsible for the collection and proper disposal of trash (or the Association's costs collecting and disposing of the trash) dispersed about the Lots or Common Areas, regardless of the reason.

B. **Unsightly Conditions.** No unsightly condition shall be maintained on or in any deck, patio or porch, and only furniture and equipment consistent with ordinary deck, patio or porch use shall be permitted on these areas. The Lots and Common Areas shall not be used for the drying or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained that detracts from or is detrimental to the Subdivisions' appearance.

C. **Garage, Rummage, Estate and Other Sales.** Except as the Board otherwise approves in writing or as otherwise set forth in any Association rules and regulations, no garage sales, rummage sales, estate sales or any other type of sale open to the public shall be permitted within the Subdivisions.

D. **General.** The Common Areas, Lots and Residences shall only be used for purposes for which they are reasonably and obviously intended. All municipal ordinances pertaining to the use of the Lots, Residences and Common Areas must be followed.

Section 5. Obstructions and Storage. Except as otherwise expressly permitted in the Subdivision Documents, the Common Areas, including, without limitation, roads, shall not be obstructed in any way. Except as otherwise expressly permitted in the Subdivision Documents, no bicycles, toys, baby carriages or other personal property may be left unattended on Lots or the Common Areas; provided, however, that furniture and equipment consistent with ordinary deck, patio or porch may be placed on these areas.

Section 6. Vehicles.

A. **Permitted Vehicles in General.** Except as otherwise provided in this Section or in the Association's rules and regulations, only currently licensed automobiles, non-commercial pickup trucks, SUVs, and passenger vans, which are used as an occupant's primary means of transportation and not for any commercial purposes, may be parked in the Subdivisions. Unless parked fully in a Residence garage or except as otherwise provided in this Section, no house trailers, motorcycles, commercial vehicles (as defined in subsection C below), boat trailers, watercraft, boats, motor homes, camping vehicles, camping trailers, trailers, snowmobiles, snowmobile trailers, recreational vehicles, off-road vehicles or all-terrain vehicles shall be

parked or stored in the Subdivisions. No Owner shall use, or permit the use by an occupant, agent, employee, invitee or guest of any casual motorized transportation or entertainment anywhere within the Subdivisions, including, without limitation, motorized scooters, mopeds, go-carts, dirt bikes and the like.

B. Temporary Presence. The Board of Directors has the discretion to issue rules and regulations permitting the temporary presence of recreational/leisure vehicles within the Subdivisions for purposes such as loading and unloading. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of or to designate a parking area for such vehicles.

C. Commercial Vehicles. Except as otherwise provided, commercial vehicles shall not be parked in or about the Subdivisions unless parked in an area specifically designated for such vehicles or trucks by the Board, or while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 12,000 pounds, overall length in excess of 21 feet, or with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior, vehicles not designed or intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. For purposes of this Section, passenger vans, SUVs and pickup trucks, used for primary transportation and not for commercial purposes shall not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained in this Section. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area for parking such vehicles.

D. Standing Vehicles, Repairs. Nonoperational vehicles or vehicles with expired license plates shall not be parked on the Subdivisions, other than inside an Owner's garage, without the Board's written approval. Nonemergency maintenance or repair of vehicles is not permitted on the Subdivisions without the Board's written approval.

E. Parking Restrictions. All occupant vehicles shall be parked overnight in Residence garages except where the occupants maintain three cars, in which case one car may be parked on the Residence driveway. Except as the Board otherwise approves in writing, no more than one guest vehicle per Residence may be parked overnight on the Common Areas. If the Board deems it necessary to alleviate any parking shortage, the Board may prohibit the maintenance of more than two vehicles per Residence or may construct additional parking facilities and assess those Residences maintaining more than two vehicles for the expense of such construction and use. The Board of Directors may assign Common Area parking spaces to Owners on an equitable basis. No person shall park a vehicle in violation of the Association's rules and regulations or in designated fire lanes. The Board of Directors may require that Residence occupants register their vehicles with the Association before the vehicle may be maintained on or within the Subdivisions.

F. Association Rights. Subject to Section 252k or Section 252l of the Michigan Vehicle Code (MCL §257.252k and MCL §257.252l), the Board may cause vehicles parked or stored in violation of this Section, or of any applicable Association rules and regulations, to be stickered and towed from the Subdivisions, and the cost of the removal may be assessed to, and collected from, the Owner responsible for the presence of the vehicle in the manner provided in Article III above. The Owner shall be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Subdivisions.

Section 7. Landscaping and Use of Ponds, Lakes and Streams. No Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials or other decorative items upon the Common Areas or Lots unless in total conformance with the Association's rules and regulations on landscaping as are published from time to time or is otherwise approved by the Board in writing. Lakes, streams or ponds located within the Subdivisions shall not be used for swimming, bathing or other recreational purposes.

Section 8. Signs. No signs, including "for sale" and "open house" signs, shall be displayed which are visible from the exterior of a Residence without the Board's written permission, unless in complete conformance with the Association's rules and regulations.

Section 9. Prohibition of Certain Items. Except as otherwise set forth in the Association's rules and regulations as are published from time to time or as otherwise approved by the Board in writing, no Owner shall use, or permit any occupant, agent, employee, invitee, guest or family member to use any drones, firearms, air rifles, pellet guns, BB guns, bows and arrows, fireworks, slingshots or other similar projectiles or devices anywhere on the Subdivisions, nor shall any Owner use or permit to be brought onto the Subdivisions any unusually volatile liquids or materials deemed to be extra hazardous to life, limb, or property.

Section 10. Rules and Regulations. The Board may make and amend from time to time reasonable rules and regulations consistent with the Subdivision Documents concerning the use of the Common Areas or the rights and responsibilities of the Owners and the Association with respect to the Subdivisions or the manner of the Association's or Subdivisions' operation. The Association shall furnish to all Owners all regulations and any amendments to the regulations, which shall become effective as stated in the regulation. Any regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Owners in good standing.

Section 11. Association Access to Lots and Common Areas. The Association or its authorized agents shall have access to each Lot and any structure thereon from time to time, during reasonable working hours, upon notice to the Owner, as may be necessary for the Association to perform its maintenance, repair or replacement obligations under the Subdivision Documents. The Association or its agents shall always also have access to each Lot and the structures thereon without notice as may be necessary to make emergency repairs to prevent damage to the Common Areas or to another Lot or Residence. Each Owner shall provide the Association means of access to their Lot and any structure thereon during all periods of absence and if the Owner fails to provide means of access, the Association may gain access in any

manner as may be reasonable under the circumstances, including removing any obstructions or materials that restrict access, and shall not be liable to the Owner for any damage to their Lot or any structure thereon in gaining access, or for repairing, replacing or reinstalling any removed obstructions or materials in gaining access.

Section 12. Maintenance of Lot and Residence.

A. **Maintain in Good, Safe, Clean and Sanitary Condition.** Except as otherwise assigned to the Association, each Owner shall maintain their Lot and Residence in a good, safe, clean and sanitary condition.

B. **Damage.** Each Owner shall use due care to avoid damaging any of the Common Areas, including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems or any Common Areas. Each Owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of the Owner's Lot or Residence or any of the Common Areas by them, or their family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Owner negligence, involving items that are the Owner's responsibility to maintain, repair and replace, unless the damages or costs are covered by primary insurance carried by the Association, in which case there shall be no responsibility unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association, including actual attorneys' fees, may be assessed to and collected from the responsible Owner in the manner provided in Article III of this Declaration.

Section 13. Leasing.

A. **Right to Lease.**

(1) An Owner may only lease a Residence for the same purposes as set forth in this Article IV, Section 1, and only if the Owner (a) complies with this Section, (b) has followed the disclosure procedures contained in subsection C below, and (c) obtained the Board of Director's prior written approval as more fully set forth in this Section.

(2) Except for those Residences under an approved lease as of date of recording this Amended and Restated Declaration, the Board of Directors shall not grant approval if (a) the Residence has not been occupied as the Owner's primary residence for a minimum of one (1) year immediately preceding the lease, (b) the leasing of the Residence would result in any one person or entity (including affiliates or commonly owned entities) leasing more than 1 Residence at any given time, or (C) the leasing of the Residence would cause the total number of leased Residences to exceed 10%. Owners who were permitted to lease their Residences as of the recording of this Amended and Restated Declaration shall be entitled to continue leasing their Residences despite the foregoing limitations, provided the Subdivision Documents are followed and an approved lease is on file with the Association prior to the recording of this Amended and Restated Declaration. If there is a sale or transfer of ownership of a leased Residence, or if a leased Residence is no longer being leased, being prepared for

lease, or being held out or otherwise marketed for lease, all automatic rights to lease that Residence shall terminate and no further leasing of the Residence shall take place without first obtaining the Board's written approval in compliance with these provisions.

(3) Subject to the provisions of subsections (1) and (2), no Owner shall lease less than an entire Residence, and all leases shall (i) be for an initial term of no less than one (1) year, (ii) require the lessee to comply with the Subdivision Documents, and (iii) provide that failure to comply with the Subdivision Documents constitutes a default under the lease.

(4) No Owner shall accommodate transient tenants or occupants. For purposes of this Section, "transient tenant or occupant" refers to a non-Owner occupying a Residence for less than one (1) year and who has paid consideration for the occupancy. No Owner shall allow their tenant to sublease the Residence.

(5) The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all the Subdivision Document provisions. The Association may require the use of a standard lease addendum to ensure compliance with the requirements of this Section.

B. Exception to 10% Leasing Limitation. Notwithstanding the provisions contained in subsection A above or anything to the contrary contained in the Subdivision Documents, the Association recognizes that circumstances may arise beyond an Owner's control that may justify an exception to allow the temporary leasing of a single Residence, regardless of the 10% rental limitation. Therefore, under the following circumstances, but only for so long as the circumstances exist and in no event longer than twelve (12) months, and only so long as the Owner has occupied the Residence for the immediately preceding six (6) months and the leasing of the Residence will not result in that Owner or any related person or entity leasing more than 1 Residence, the Board may allow an Owner to lease their Residence even though 10% or more of the Residence may already be leased:

(1) An Owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months;

(2) An Owner must relocate for medical purposes (treatment, rehabilitation, or recuperation) for a period likely to exceed six (6) months;

(3) An Owner must relocate for employment purposes for a period likely to exceed six (6) months;

(4) An Owner or the estate of an Owner must rent a Residence due to an inability to sell the Residence without incurring a financial loss because of mortgage liens recorded against the Residence exceeding the fair market value of the Residence; or

(5) Any similar extenuating situation approved by the Board of Directors.

C. Procedures for Leasing. The leasing of Residences shall conform to the following additional provisions:

(1) Disclosure. An Owner desiring to rent or lease a Residence, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential tenant, and shall at the same time supply the Association with a copy of the exact lease form for its review for its compliance with the Subdivision Documents. Each Owner shall, promptly following the execution of any approved lease of a Residence, forward a true copy of the fully executed lease to the Board of Directors. If no lease form is to be used, then the Owner shall supply the Association with the name and address of the potential tenant or other occupants, along with the amount and due dates of any rental or compensation payable to the Owner, and the term of the proposed occupancy arrangement.

(2) Administrative Fee. The Board of Directors may charge such reasonable administrative fees for reviewing, approving and monitoring lease transactions in accordance with this Section as the Board of Directors, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Owner in the same manner as the collection of assessments under Article III of this Declaration.

(3) Compliance with Subdivision Documents. The tenant or non-Owner occupant shall comply with the Subdivision Documents.

(4) Default by Tenant or Non-Owner Occupant. If the Board of Directors determines that a tenant or non-Owner occupant has failed to comply with the conditions of the Subdivision Documents, the Association shall take the following action:

(a) Notification. The Association shall notify the Owner by certified mail advising of the alleged violation. If the Owner refuses to accept the certified mail, the fifteen (15) days shall commence three (3) days after the date of mailing.

(b) Time to Cure. The Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged tenant or non-owner occupant breach or advise the Association that a violation has not occurred.

(c) Remedies. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Owners on behalf of the Association an action for eviction against the tenant or non-Owner occupant for breach of the conditions of the Subdivision Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold tenant, non-Owner occupant and the Owner liable for any damages caused by the Owner, tenant or non-Owner occupants. The Owner shall be responsible for reimbursing the Association for all costs incurred as a result of a tenant's or non-Owner occupant's failure to comply with the Subdivision Documents, including the pre-litigation costs and actual attorneys' fees incurred in obtaining their compliance with the Subdivision Documents.

(d) Notice to Pay Rent Directly to Association. When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the Owner's tenant or non-Owner occupant and the tenant or non-Owner occupant after receiving the notice shall deduct from their rental payments to the Owner the arrearage and future assessments as they fall due and shall pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant or non-Owner occupant. If the tenant or non-Owner occupant, after being so notified, fails or refuses to remit rent to the Association that is otherwise due the Owner, then the Association may (1) prohibit the tenant from utilizing any of the Common Areas, or (2) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings.

(e) Rent Loss Insurance Coverage. Those Owners that rent their Residence are advised to obtain insurance coverage for reimbursement of rental income that may be lost while the Residence is being repaired, rebuilt or is otherwise not capable of being occupied. The Association shall have no responsibility for obtaining coverage and Owners shall have no claim against the Association for lost rental income.

Section 14. Cost of Enforcing Documents. Any and all costs, damages, expenses and actual attorneys' fees incurred by the Association in enforcing any of the restrictions set forth in this Declaration may be assessed to, secured by a lien on the offending Owner's Lot and collected from the responsible Owner in the manner provided in Article III for unpaid assessments. This includes actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations.

Section 15. Alterations and Modifications.

A. Approvals Required. No Owner may make alterations in exterior appearance or make structural modifications to any Residence or Lot or make changes in the appearance or use of any of the Common Areas, including but not limited to, exterior painting, replacement of windows or doors, or the installation, alteration or replacement of lights, awnings, shutters, decks, patios or other exterior attachments or modifications, until plans and specifications acceptable to the Board showing the nature, kind, shape, height, materials, color scheme, location and approximate cost have first been submitted to and approved in writing by the Board, and a copy of the plans and specifications, as finally approved, delivered to the Board. The Board has the right to refuse to approve any plans or specifications that are not suitable or desirable in its opinion for aesthetic or any other reasons, and in passing upon the plans and specifications it has the right to take into consideration the suitability of the proposed structure, improvement or modification, the area upon which it is proposed to be constructed, and the degree of harmony with all the Subdivisions. The Board has the right to require an Owner to complete the installation of any approved improvements or modifications by a date certain. The purpose of this Section is to ensure the continued maintenance of the Subdivisions as a beautiful and harmonious residential development.

B. Sound Conditioning. An Owner shall not damage, attach anything to, or alter walls between Residences to compromise sound conditioning.

C. Installation of Antennas/Satellite Dishes. The installation of antennas, direct broadcast satellites and other technologies regulated by the Federal Communications Commission shall be in accordance with the Association's rules and regulations, which shall always be construed so as not to violate applicable FCC regulations.

Section 16. Flood Plains. In accordance with the order of the Water Resources Commission, Department of Natural Resources, Michigan, made April 20, 1972, all buildings for residential or community use are subject to the following:

A. First-floor elevation shall be a minimum of one foot (1') above the elevation defining the flood plain limits;

B. 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;

C. No openings, including windows and doors, shall be permitted in the proposed below the elevation defining the flood plain limits;

D. Sewer lines and drain lines that serve the building below the elevation defining the flood plain must be equipped with a positive means of preventing sewer backup;

E. The flood plain, as defined by the Water Resources Commission, varies from elevation 810.0 U.S.G.S. Datum at the upstream limits of the Subdivisions to elevation 806.1 U.S.G.S. Datum at the downstream limits.

ARTICLE V

COMMON AREAS, ASSOCIATION MAINTENANCE, REPAIR, REPLACEMENT AND INSURANCE RESPONSIBILITIES, AND EASEMENTS

Section 1. Easements over Common Area. Each Owner and Residence occupant and guests accompanying a Residence occupant (each, a "permittee"), have a non-exclusive and perpetual easement over and upon the Common Areas for their intended use and enjoyment in common with all other Owners and Residence occupants and their respective permittees including, for instance, ingress and egress over the Common Area roads, subject to the provisions of this Amended and Restated Declaration and the Subdivision Documents.

Section 2. Use of Common Areas. Colony Park and Club Park may be used for recreational activities and such passive uses as picnicking, walking, nature study, and similar pursuits. Additional uses for Colony Park and Club Park may be established if approved by not less than sixty percent (60%) of the Owners in good standing present and voting at an Association meeting called for this purpose, and thereafter ratified by the West Bloomfield Township Board. That part of Colony Park lying between the West line of Lots 5 and 6, and the easterly bank of the Franklin River, that part of Colony Park lying between the westerly line of Lot 7 and the eastern shore of the pond in Colony Park, and that part of Colony Park between the westerly line of Lots 12 and 13 in the easterly shore of the pond, and an imaginary line

continuing in a northerly direction from the north end of the pond to the north boundary line of the subdivision, are limited to use only as passive recreational areas, and shall not be used for any other purpose without the specific consent of each of the owners of the units of the lots directly affected by such other use.

Section 3. Association Maintenance of Common Areas and Portions of Lots.

A. Common Areas. Except as otherwise provided in this Subdivision Documents, the Association is responsible for maintaining, repairing and replacing the Common Areas and the cost shall be an expense of administration.

B. Portions of Lots. Except as otherwise provided in this Subdivision Documents, the Association is responsible for the following and the costs shall be an expense of administration:

(1) Lawn. Maintenance of lawn located within Lots, except for lawns within areas containing decks, patios, privacy areas or other improvements that, in the Board's sole discretion, are inaccessible to the Association or its contractors. The Association is not responsible for repairing or replacing lawn within Lots and is not responsible for treating or otherwise removing weeds and invasive grasses within Lots; rather, Owners are responsible for properly treating lawn areas within their Lots to prevent weeds and invasive grasses.

(2) Snow Removal. Snow removal from driveways, porches and walkways providing access from the driveway to the porch;

(3) Front Yard Ballast Light Posts and Bulbs. Maintenance, repair and replacement of front yard ballast light posts and bulbs, but not including any associated wiring as Owners are responsible for electrical wiring serving the front yard ballast light posts, and not including porch or garage light fixtures or bulbs as Owners are responsible for porch and garage light fixtures and bulbs (subject to the Alteration and Modification approval requirements set forth in Article IV, Section 15).

Section 4. Association Insurance.

A. Casualty. The Association shall insure all Common Areas against fire, vandalism, malicious mischief and other perils covered by a special form cause of loss endorsement, in an amount equal to one hundred percent (100%) of the current replacement cost of the insurable improvements, and with a maximum deductible amount no greater than 5% of the face amount of the policy, all as determined annually by the Board of Directors.

B. Liability, Worker's Compensation, Fidelity Bond, Directors and Officer, and Other Required Coverage. The Association shall also carry (a) liability insurance with coverage in the minimum amount of one million dollars (\$1,000,000.00) for a single occurrence pertinent to the ownership, use, and maintenance of the Common Areas and other items the Association has responsibility for maintaining, repairing and replacing under this Article, (b) worker's compensation insurance, if applicable, (c) fidelity bond or equivalent employee dishonesty/crime

coverage, (d) Directors and Officers Liability coverage, and (e) any other insurance as the Board of Directors deems advisable.

C. Association as Attorney-in-Fact. Each Owner is deemed to appoint the Association as their true and lawful attorney-in-fact to act regarding all matters concerning any insurance carried by the Association. Without limiting the generality of the previous sentence, the Association has full power and authority to purchase and maintain insurance, to collect and remit premiums, to collect proceeds and to distribute the same to the Association and the Owners, as their interests may appear, but subject to the Subdivision Documents, to execute releases of liability, and to execute all documents and to do all things on behalf of the Owner and the Subdivisions as necessary or convenient to the accomplishment of the foregoing.

Section 5. Clustering Plan; Township Rights to Cure Deficiencies. The Subdivisions are subject to the Agreement for One Family Clustering Plan, which is recorded in Liber 5917, Pages 208 et seq., and which subjects the Subdivisions to certain conditions including, without limitation, the following:

If the Association fails to maintain Club Park or Colony Park (the "Parks") in reasonable order and condition or to pay taxes assessed thereon, the Township may serve written notice on the Association or on the Owners setting forth the manner in which the Association has failed to maintain the Parks in reasonable condition or the fact that taxes have not been paid. This notice shall include a demand that the deficiencies be cured within thirty (30) days of the notice and shall state the date and place of a hearing 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 the 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 must be cured. If the deficiencies set forth in the original notice or in the modifications to the notice are not cured within the thirty (30) days or any extension of the thirty (30) day period, the Township, in order to preserve the taxable value of the properties within the Subdivisions and to prevent the Parks from becoming a public nuisance, may enter upon the Parks and maintain the same for a period of one (1) year. This maintenance by the Township shall not constitute a taking of the Parks nor vest in the public any right to use the same. Before expiration of the one (1) year period, 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 Owners at which hearing the Association or the Owners shall show cause why the Township's maintenance should not, at the election of the Township, continue for a succeeding year. If the Township determines that the Association is ready and able to maintain the Parks in reasonable condition, the Township shall cease to maintain the Parks at the end of the one-year period. If the Township determines that the Association is not ready and able to maintain the Parks in a reasonable condition, the Township may, in its discretion, continue to maintain the Parks during the next succeeding year and, subject to a similar hearing and determination, in each subsequent year. The cost of the Township's maintenance or the amount of any unpaid taxes shall be assessed against the properties within the Subdivisions and shall become a lien on each Residence. The Township at the time of entering upon the Parks shall file a notice of lien with the County Register of Deeds upon the Residences affected by the lien.

Section 6. Easements for Encroachment and Utilities.

A. **Encroachments.** If any portion of a Residence encroaches upon another Lot by reason of the settling or shifting of any land or improvement, an easement for the encroachment shall exist for as long as the encroachment exists.

B. **Utilities.** There are easements in favor of any public utility through and over those portions of the Property, including Lots, as may be necessary for the installation, maintenance and repair of all utilities in the Subdivision.

Section 7. Pedestrian Access Easement. Pursuant to the Agreement Creating Easement for Pedestrian Access recorded in Liber 8194, Pages 433 et seq., Oakland County Records, there is a pedestrian access easement (the "Pedestrian Access Easement") running from Walden Court to Suncrest Road and over a portion of Lot 13 for the benefit of all Owners. The Association is responsible for maintaining the Pedestrian Access Easement and for maintaining, repairing and replacing the stairway and other associated improvements located within the Pedestrian Access Easement.

Section 8. Association's Easement for Maintenance, Repair and Replacement. The Association or its authorized agents shall have an easement over and access to each Lot, during reasonable working hours, upon notice to the Owner, as may be necessary for the Association to carry out its obligations of maintenance, repair or replacement on each Lot. The Association or its agents shall also have an easement over and access to each Lot without notice as may be necessary to make emergency repairs. It is a matter of concern that an Owner may fail to properly maintain their Residence exterior in accordance with the standards set forth in the Subdivision Documents. Therefore, if an Owner fails to properly and adequately maintain, decorate, repair, replace or otherwise keep in good condition and repair their Residence exterior, the Association shall have the right, but not the obligation, and all necessary access, to take whatever actions it reasonably deems desirable to so maintain, decorate, repair or replace the Residence exterior, all at the expense of the Owner of the Residence. The Association shall not be liable to any Owner or any other person in trespass or in any other form of action for the exercise of rights pursuant to this Section. Failure of the Association to take any action shall not be deemed a waiver of the Association's right to take any action at a future time. All costs incurred by the Association in performing any Owner responsibilities as set forth in this Section shall be assessed against the Owner in accordance with Article III of this Declaration and shall be immediately due and payable. Further, the lien for nonpayment shall attach as in all cases of regular assessments, and the assessments may be enforced using all means available to the Association under the Subdivision Documents and by law for the collection of regular assessments including, without limitation, legal action and foreclosure of the lien securing payment.

Section 9. Association's Right to Grant Easements. The Board of Directors may grant easements and licenses over or through any portion of the Common Areas for utility, roadway, construction, safety purposes, or for any other purpose as may be beneficial to the Subdivisions.

Section 10. Party-Walls. All division walls between Residences are “party-walls” built to one equal half in width on each of the respective adjoining Residences and are deemed to be owned by the respective Owners as tenants in common in equal halves and shall be used for the joint purposes of the adjoining Residences. Each adjoining Residence has an easement of support in the party-wall. The Owners on either side of a party-wall are jointly responsible for and shall equally share the cost of repairing and replacing the party-wall located between their respective Residences.

ARTICLE VI COMPLIANCE; REMEDIES AND ENFORCEMENT

Section 1. Compliance with Subdivision Documents. The Association and all present or future Owners, tenants, future tenants, or any other persons acquiring an interest in or using the Subdivisions in any manner are subject to and shall comply with the Subdivision Documents. If this Amended and Restated Declaration, the Amended and Restated Bylaws, or Articles of Incorporation conflict with the provisions of any Statute, the Statute shall govern. If any provision of this Amended and Restated Declaration conflicts with any provision of the Amended and Restated Bylaws, this Amended and Restated Declaration shall govern.

Section 2. Default by Owner. Any Owner default shall entitle the Association or another Owner or Owners to the following relief:

A. Remedies for Default by an Owner to Comply with the Subdivision Documents. Failure to comply with the Subdivision Documents shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination of the foregoing, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Owner or Owners.

B. Costs Recoverable from Owner. An Owner’s, non-Owner occupant’s or guest’s failure to comply with the Subdivision Documents shall entitle the Association to recover from the Owner or non-Owner resident or guest the pre-litigation costs and actual attorneys’ fees incurred in obtaining their compliance with the Subdivision Documents, including actual costs and legal fees incurred by the Association in investigating and seeking legal advice concerning violations and actual costs and legal fees incurred in any court proceedings. In addition, in any proceeding arising because of an alleged default by any Owner, including proceedings in the appellate courts, and regardless if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise, the Association, if successful, shall be entitled to recover from the Owner or non-Owner resident or guest pre-litigation costs, the costs of the proceeding and actual attorney’s fees (not limited to statutory fees), incurred in defense of any claim or obtaining compliance or relief, but in no event shall any Owner be entitled to recover such attorney’s fees or costs against the Association. The Association, if successful, shall also be entitled to recoup the costs and attorneys’ fees incurred in defending any claim, counterclaim or other matter. All costs and attorneys’ fees that the Association is entitled to recover or recoup from any Owner or their licensees or invitees under this Section may be assessed to the Owner and against the Owner’s Residence, secured by the lien on the Owner’s Residence, and collected in the manner provided in Article III of this Declaration.

Section 3. Failure to Enforce Rights. The failure of the Association or of any Owner to enforce any right, provision, covenant or condition that may be granted by the Subdivision Documents shall not constitute a waiver of the right of the Association or of any Owner to enforce the right, provisions, covenant or condition in the future.

Section 4. Cumulative Rights. All rights, remedies and privileges granted to the Association or any Owner or Owners pursuant to any terms, provisions, covenants or conditions of the Subdivision Documents 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 other and additional rights, remedies or privileges as may be available to the party at law or in equity.

Section 5. Association's Right to Abate. The violation of the Subdivision Documents shall give the Association or its authorized agents the right, in addition to the rights set forth above, to enter upon any Lot where reasonably necessary, and summarily remove and abate, at the expense of the Owner in violation, any structure, thing or condition existing or maintained contrary to the Subdivision Documents. The Association has no liability to any Owner arising out of its exercise of its removal and abatement power.

Section 6. Fines. The violation by any Owner or their permittees of any of the provisions of the Subdivision Documents shall be grounds for Assessment by the Association, acting through its Board of Directors, of monetary fines against the involved Owner. No fine may be assessed unless rules and regulations establishing fines have first been adopted by the Board of Directors. Thereafter, fines may be assessed only upon notice to the offending Owner and an opportunity for the Owner to offer evidence in defense of the alleged violation. Upon finding a violation has occurred after an opportunity for hearing has been provided, the Board may levy a fine in such amount as it, in its discretion, deems appropriate, and as is set forth in the rules and regulations establishing the fine. Any fine levied pursuant this Section shall be assessed to the Owner and against the Owner's Residence, secured by the lien on the Owner's Residence, and collected in the manner provided in Article III of this Declaration.

ARTICLE VII GENERAL PROVISIONS

Section 1. Notice. Any notice required to be sent to any Owner under the provisions of this Amended and Restated Declaration shall be deemed to have been properly sent when sent by electronic transmission, personally delivered or mailed to the last known address of the person who appears as Owner on the Association's records at the time of the notice.

Section 2. Interpretation. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions and interpretation or construction.

Section 3. Severability. Invalidation of anyone of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment

or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

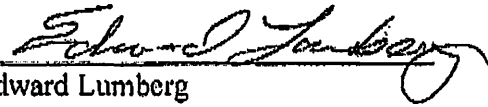
Section 4. Effective Date. This Amended and Restated Declaration shall become effective upon its recordation with the Oakland County Register of Deeds.

Section 5. Amendment. This Amended and Restated Declaration may be amended, changed or added to at any time and from time to time upon the execution and recording of an instrument signed by the President of the Association and certifying that the amendment set forth in the instrument was adopted by a vote of at least two-thirds (2/3^{rds}) of the votes of all Owners in good standing.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

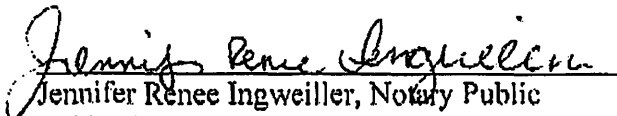
The Association has executed this Amcended and Restated Declaration on the day and year first above written

Franklin Colony Club Association, a Michigan Nonprofit Corporation

By: 
Name: Edward Lumberg
Title: President

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of November, 2020 by Edward Lumberg, the president of Franklin Colony Club Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.


Jennifer Renee Ingweiller, Notary Public
Oakland County, State of Michigan
Acting in the County of Oakland
My Commission Expires: October 9, 2024

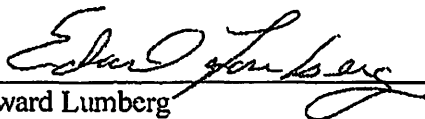
Document drafted by and when recorded return to:
Stephen M. Guerra, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

CERTIFICATION

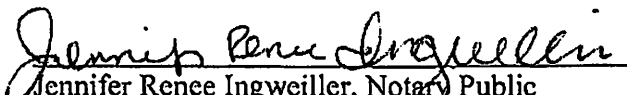
STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

I, Edward Lumberg, being first duly sworn, depose and state as follows:

1. I am the Board President of Franklin Colony Club Association, the corporation named in and which executed the Amended and Restated Declaration of Restrictions for Franklin Colony Club Subdivision, Franklin Colony Club Subdivision No. 2 and Franklin Colony Club Subdivision No. 3 (the "Amended and Restated Declaration") and the Amended and Restated Bylaws of Franklin Colony Club Association (the "Amended and Restated Bylaws").
2. The Amended and Restated Declaration and Amended and Restated Bylaws were submitted to all Owners of Lots in Franklin Colony Club for the purpose of voting on the documents. The Owners approved the documents by a vote of more than two-thirds of all Owners.
3. The records of the Owner consents are maintained at the offices of Franklin Colony Club Association.


Edward Lumberg

Acknowledged, subscribed and sworn to before me
this 23 day of November, 2020.


Jennifer Renee Ingweiller, Notary Public
Oakland County, State of Michigan
Acting in the County of Oakland
My Commission Expires: October 9, 2024

**SUBDIVISION LEGAL DESCRIPTIONS AND PLATS
(EXHIBIT A TO AMENDED AND RESTATED DECLARATION)**

EXHIBIT A
SUBDIVISIONS COVERED BY THIS AMENDED AND RESTATED DECLARATION

Franklin Colony Club Subdivision

Franklin Colony Club Subdivision, a part of the S.E. ¼ of Section 36, T2N, R9E, West Bloomfield Township, Oakland County, Michigan, comprising, among other things, Lots 1 through 6, inclusive, and private parks Club Park and Colony Park, according to the Plat recorded in Liber 135, Page 13 et seq., of Plats, Oakland County Records, and being more particularly described as follows:

Beginning at a point on the South line of Bloomfield Farms No. 1 (L. 80 – P. 34), said point being S. 0° 02' 00" E., along the East line of Section 36, 659.60' and S. 89° 42' 00" W., 262.52' from the East 1/4 corner of Section 36, T. 2 N., R. 9 E.; Thence S. 10° 00' 00" W., 24.37'; Thence N. 80° 00' 00" W., 31.00'; Thence S. 10° 00' 00" W., 10.00'; Thence N. 80° 00' 00" W. 20.00'; Thence S. 89° 42' 00" W., 83.34'; Thence S. 10° 00' 00" W., 182.59'; Thence S. 44° 37' 50" W., 248.36'; Thence S. 48° 50' 28" E., 86.89'; Thence S. 30° 25' 00" E., 47.23'; Thence N. 59° 35' 00" E., 112.69'; Thence S. 30° 25' 00" E., 225.44'; Thence S. 23° 58' 50" W., 91.96; Thence S. 66° 01' 10" E., 219.00'; Thence along the centerline of Inkster Road, being also the Westerly line of Meadowlake Farms No. 1 (L. 92 – P. 23, 24, and 25), Thence S. 23° 58' 50" W., 237.00'; Thence N. 66° 01' 10" W., 698.54' to a point of traverse and continuing N. 66° 01' 10" W., 13.31' to the centerline of the Franklin Branch of the Rouge River; Thence Westerly, along the centerline of the Franklin Branch of the Rouge River, 530', more or less to the Southeast corner of Franklin Oaks No. 2, (L. 57 – P. 10), said point being from the aforementioned point of traverse, N. 44° 24' 50" W., 116.13' and S. 87° 36' 50" W., 202.02' and S. 67° 26' 50" W., 210.17' and along the East line of Franklin Oaks No. 2, S. 2° 16' 30" W., 25.00' to the Southeast corner of Franklin Oaks No. 2; Thence along the East lines of Franklin Oaks No. 2 (L. 57 - P. 10) and Franklin Oaks No. 1 (L. 57 - P. 9), N. 2° 16' 30" E., 749.00'; Thence along the South line of Bloomfield Lanes No. 1 (L. 80 - P. 34), N. 89° 42' 00" E., 1065.42' to the point of beginning
 Consisting of 6 lots and 2 Private Park lots and containing 17.11 acres.

Ent 18-36-476-000; Lots 1 through 6 and Colony Park and Club Park, which includes without limitation 18-36-476-005; 18-36-476-012; 18-36-476-014; 18-36-476-015; 18-36-476-016; 18-36-476-017; 18-36-476-024; 18-36-476-025; 18-36-476-026; 18-36-476-027; 18-36-476-030; 18-36-476-031; 18-36-476-032; 18-36-476-033; 18-36-476-034; 18-36-476-035; 18-36-476-036; 18-36-476-040; 18-36-476-041; 18-36-476-061; 18-36-476-062; and 18-36-476-063

Franklin Colony Club Subdivision No. 2

Franklin Colony Club Subdivision No. 2, part of the S.E. ¼ of Section 36, T2N, R9E, West Bloomfield Township, Oakland County, Michigan, comprising, among other things, Lots 7 through 11, inclusive, according to the Plat recorded in Liber 135, Page 13 et seq., of Plats, Oakland County Records, and being more particularly described as follows:

Beginning at a point on the boundary of Franklin Colony Club Subdivision, (Liber 135, Pages 13 & 14), said point being S. 0° 02' 00" E., along the East line of Section 36, 659.60' and S. 89° 42' 00" W., 262.52' and S. 10° 00' 00" W., 24.37' from the East 1/4 Corner of Section 36, T. 2 N., R. 9 E.; thence along the boundary of Franklin Colony Club Subdivision (L. 135, P. 13 & 14), N. 80° 00' 00"

W., 31.00' and S. 10° 00' 00" W., 10.00', and N. 80° 00' 00" W., 20.00', and S. 89° 42' 00" W., 83.34', and S. 10° 00' 00" W., 182.59', and S. 44° 37' 50" W., 248.36', and S. 48° 50' 28" E., 86.89', and S. 30° 25' 00" E., 47.23', and N. 59° 35' 00" E., 112.69', and S. 30° 25' 00" E., 252.44', and S. 23° 58' 50" W., 91.96', and S. 66° 01' 10" E., 219.00'; thence along the centerline of Inkster Road, being also the Westerly line of Meadowlake Farms No. 1, (L. 92, P. 23, 24, & 25), N. 23° 58' 50" E., 191.39'; thence N. 66° 01' 10" W., 60.00'; thence N. 73° 15' 00" W., 108.87'; thence N. 23° 58' 50" E., 127.86'; thence N. 12° 21' 07" E., 63.13'; thence N. 80° 00' 00" W., 133.47'; thence N. 35° 00' 00" W., 46.67'; thence N. 10° 00' 00" E., 56.73'; thence S. 80° 00' 00" E., 20.00'; thence N. 10° 00' 00" E., 144.00'; thence N. 80° 00' 00" W., 20.00'; thence N. 10° 00' 00" E., 99.60' to the point of beginning.

Consisting of 5 lots and containing 3.56 acres.

Ent 18-36-476-000; Lots 7 through 11, which includes without limitation 18-36-476-021; 18-36-476-037; 18-36-476-038; 18-36-476-039; 18-36-476-046; 18-36-476-047; 18-36-476-048; 18-36-476-049; 18-36-476-050; 18-36-476-051; 18-36-476-052; 18-36-476-053; and 18-36-476-054

Franklin Colony Club Subdivision No. 3

Franklin Colony Club Subdivision No. 3, Lots 12 through 15, inclusive, part of the S.E. ¼ of Section 36, T2N, R9E, West Bloomfield Township, Oakland County, Michigan, comprising, among other things, Lots 12 through 15, inclusive, according to the Plat recorded in Liber 135, Page 13 et seq., of Plats, Oakland County Records, and being more particularly described as follows:

Beginning at a point on the East line of Section 36, also the centerline of Inkster Road, said point being S. 00° 02' 00" E., along the East line of Section 36, also the centerline of Inkster Road, 659.60 ft. from the East ¼ corner of Section 36, T. 2 N., R. 9 E.; thence continuing along the East line of Section 36, and the centerline of Inkster Road, S. 00° 02' 00" E., 299.60 ft.; thence along the centerline of Inkster Road along the arc of a curve to the right, 326.65 ft., said curve having a radius of 779.37 ft., central angle of 24° 00' 50", and whose chord bears S. 11° 58' 25" W., 324.26 ft.; thence along the boundary of Franklin Colony Club Subdivision No. 2, as recorded in Liber 138, Pages 27 & 28 of Plats, Oakland County Records; thence N. 66° 01' 10" W., 60.00 ft., and N. 73° 15' 00" W., 108.87 ft., and N. 23° 58' 50" E., 127.86 ft., and N. 12° 21' 07" E., 63.13 ft., and N. 80° 00' 00" W., 133.47 ft., and N. 35° 00' 00" W., 46.67 ft., and N. 10° 00' 00" E., 56.73 ft., and S. 80° 00' 00" E., 20.00 ft., and N. 10° 00' 00" E., 144.00 ft., and N. 80° 00' 00" W., 20.00 ft.; thence along the common line of Franklin Colony Club Subdivision No. 2 and Franklin Colony Club Subdivision, as recorded in Liber 135, Pages 13 & 14 of Plats, Oakland County Records, N. 10° 00' 00" E., 123.97 ft.; thence along the South line of Bloomfield Farms No. 1, as recorded in Liber 80, Page 34 of Plats, Oakland County Records, N. 89° 42' 00" E., 262.52 ft. to the point of beginning.

Consisting of four (4) lots and containing 3.255 Acres.

Ent 18-36-476-000; Lots 12 through 15 which includes without limitation 18-36-476-055; 18-36-476-056; 18-36-476-057; 18-36-476-058; 18-36-476-059; 18-36-476-060; 18-36-476-064; 18-36-476-065; 18-36-476-066; 18-36-476-067; 18-36-476-068; and 18-36-476-069

PLATS COMPRISING THE SUBDIVISIONS
(see attached)

FRANKLIN COLONY CLUB SUB'N.

OF PART OF THE S.E. 1/4 OF SECTION 36, T. 2 N., R. 9 E.,
WEST BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 100'

Postiff Company
Civil Engineers & Surveyors
28000 Middlebelt Road
Farmington, Michigan 48026

SHEET 1 OF 2

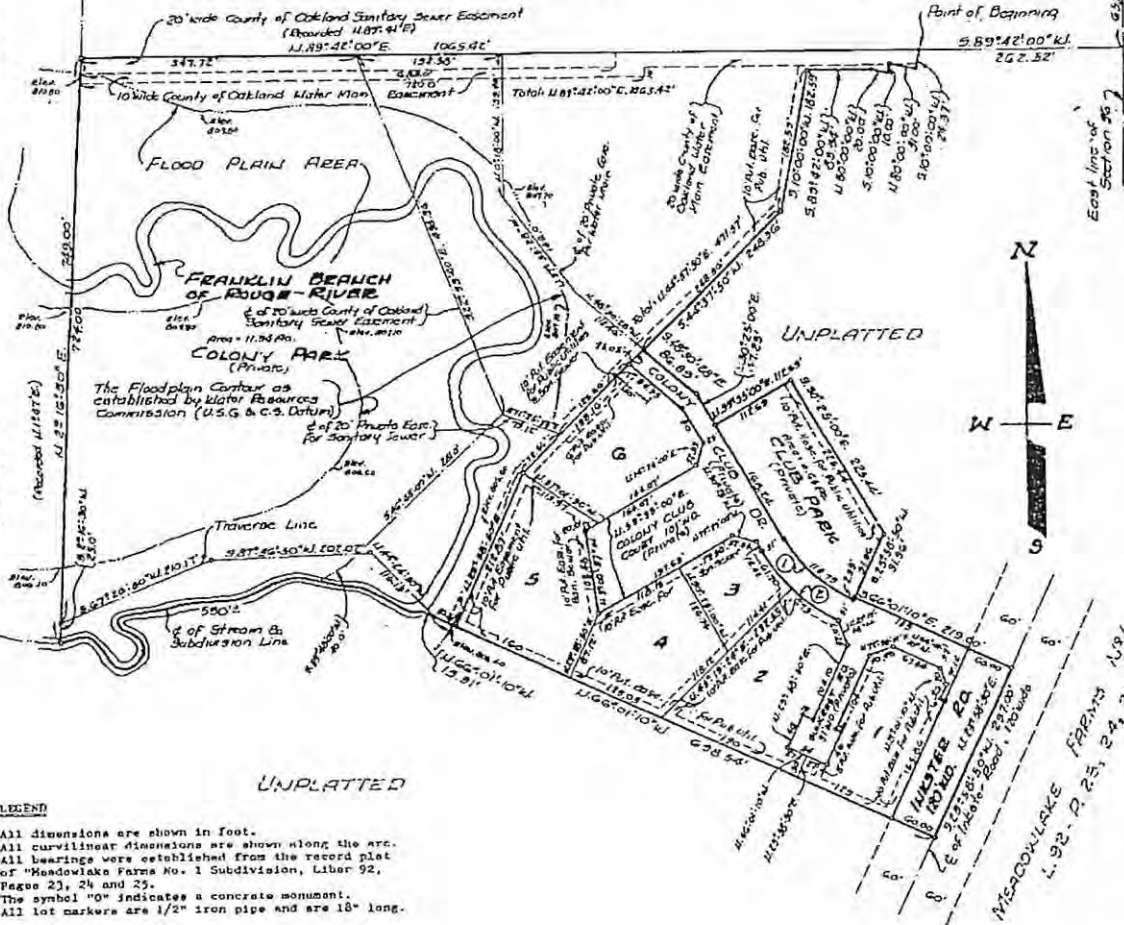
BLOOMFIELD FARMS N91
L.80-P.34

East 1/4 Corner
of Section 36
T.2 N., R.9 E.

Point of Beginning
S. 89° 42' 00" W.
262.52'

FRANKLIN OAKS N91
L.57-P.9

FRANKLIN OAKS N92
L.57-P.10



SURVEYOR'S CERTIFICATE

I, RICHARD C. POSTIFF, SURVEYOR, CERTIFY, that I have surveyed, divided and mapped the land shown on this plat described as follows: Franklin Colony Club Subdivision of part of the Southeast 1/4 of Section 36, T. 2 N., R. 9 E., West Bloomfield Township, Oakland County, Michigan, and comprising Lots 1 to 6, both inclusive, and Private Parks, Colony Park and Club Park, and being described as:

Beginning at a point on the South line of Bloomfield Farms No. 1 (L.80-P.34), said point being S. 0° 02' 00" E., along the East line of Section 36, 659.60' and S. 89° 42' 00" W., 262.52' from the East 1/4 corner of Section 36, T. 2 N., R. 9 E.; Thence S. 10° 00' 00" W., 24.37'; Thence N. 80° 00' 00" W., 31.00'; Thence S. 10° 00' 00" W., 10.00'; Thence N. 80° 00' 00" W., 20.00'; Thence S. 89° 42' 00" W., 83.71'; Thence S. 10° 00' 00" W., 182.59'; Thence S. 44° 37' 50" W., 248.76'; Thence S. 48° 50' 28" E., 86.89'; Thence S. 30° 25' 00" E., 47.23'; Thence S. 59° 35' 00" E., 112.69'; Thence S. 30° 25' 00" E., 225.44'; Thence S. 23° 58' 50" W., 91.96'; Thence S. 60° 01' 10" E., 219.00'; Thence along the centerline of Inkster Road, being also the westerly line of Meadowlake Farms No. 1 (L.92-P. 23, 24 and 25), Thence S. 23° 58' 50" W., 237.00'; Thence N. 66° 01' 10" W., 698.54' to a point of traverse and continuing N. 66° 01' 10" W., 13.31' to the centerline of the Franklin Branch of the Rouge River; Thence westerly, along the centerline of the Franklin Branch of the Rouge River, 539', more or less to the Southeast corner of Franklin Oaks No. 2, (L.57-P.10), said point being from the aforementioned point of traverse, N. 44° 24' 50" W., 116.13' and S. 87° 36' 30" W., 202.02' and S. 67° 26' 50" W., 210.17' and along the East line of Franklin Oaks No. 2, S. 2° 16' 30" W., 25.00' to the Southeast corner of Franklin Oaks No. 2; Thence along the East line of Franklin Oaks No. 2 (L.57-P.10) and Franklin Oaks No. 1 (L.57-P.9), N. 2° 16' 30" E., 749.00'; Thence along the South line of Bloomfield Farms No. 1 (L.80-P.34), N. 89° 42' 00" E., 1065.42' to the point of beginning.

Containing 6 lots and 2 Private Park lots and containing 17.11 acres.

That I have made such survey, land division and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground or that surety has been deposited with the municipality as required by Section 125 of the Act.

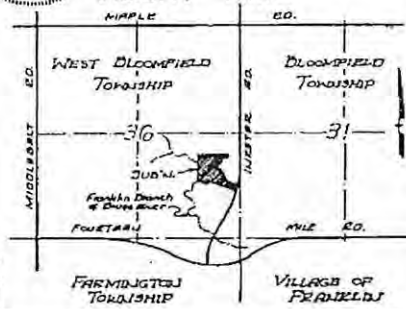
That the accuracy of the survey is within the limits required by Section 126 of the Act.

That the bearings shown on the plat are expressed as required by Section 126 (3) of the Act and as explained in the Legend.

POSTIFF COMPANY
Date April 28, 1972
by Richard C. Postiff
Richard C. Postiff, Partner,
Registered Land Surveyor No. 8894,
28000 Middlebelt Road,
Farmington, Michigan 48026.



VICINITY MAP



52996

PLAT LEGEND

- All dimensions are shown in foot.
- All curvilinear dimensions are shown along the arc.
- All bearings were established from the record plat of "Meadowlake Farms No. 1 Subdivision, Liber 92, Page 23, 24 and 25.
- The symbol "O" indicates a concrete monument.
- All lot markers are 1/2" iron pipe and are 18" long.

CURVE DATA

Lot	Radius	Central Angle	Arc	Ch. Bearing	Chord
1	190	35° 01' 06"	118.79	N. 47° 53' 53" W.	117.94
2	227	39° 58' 55"	136.70	N. 47° 19' 38" W.	136.79

FRANKLIN COLONY CLUB SUB'N.

OF PART OF THE S.E. 1/4 OF SECTION 36, T. 2 N., R. 9 E.,
WEST BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 100'

Dashiff Company
Civil Engineers & Surveyors
78000 Middlebelt Road
Farmington, Michigan 48022



SHEET 2 OF 2

PROPRIETOR'S CERTIFICATE

Creative Communities, Inc., a Corporation duly organized and existing under the laws of the State of Michigan, by Ivan Frankel, President and Rena S. Frankel, Secretary, as proprietors, has caused the land to be surveyed, divided, mapped and dedicated as represented on this plat, and that Inkster Road is for the use of the public; that the public utility easements are private easements; that all other easements are for the uses shown on the plat; that the private streets are dedicated to the use of the lot owners and public utilities and that the Private Parks, Inkster Park and Club Parks, are dedicated to the use of the lot owners.

WITNESS:

Creative Communities, Inc.,
a Michigan Corporation,
5555 Powder Horn Drive,
Birmingham, Michigan 48010.

Louimer Guibord
Louimer Guibord

Ivan Frankel
Ivan Frankel, President

Richard Powers
Richard Powers

Rena S. Frankel
Rena S. Frankel, Secretary

ACKNOWLEDGMENT

State of Michigan } ss
Oakland County

Personally came before me this 28th day of April, 1972, Ivan Frankel, President and Rena S. Frankel, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of the said corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority.

My Commission Expires: October 1, 1973

Donis E. Dillon
Donis E. Dillon

Notary Public Oakland
County, Michigan.

PROPRIETOR'S CERTIFICATE

I, as proprietor, certify that I have caused the land embraced in this plat to be surveyed, divided, mapped and dedicated as represented on this plat and that Inkster Road is for the use of the public; that the public utility easements are private easements; that all other easements are for the uses shown on the plat; that the private streets are dedicated to the use of the lot owners and public utilities and that the Private Parks, Inkster Park and Club Parks, are dedicated to the use of the lot owners.

LOANS ARE SUBJECT TO THE TERMS OF FRANKLIN BRANCH OF THE ROUGE RIVER ARE SUBJECT TO THE CORRELATIVE RIGHTS OF OTHER FRANKLIN OWNERS AND TO THE PUBLIC TRUST IN THESE WATERS.

WITNESS:

Louimer Guibord
Louimer Guibord
Richard Powers
Richard Powers

Rena S. Frankel
Rena S. Frankel,
5555 Powder Horn Drive,
Birmingham, Michigan 48010.

ACKNOWLEDGMENT

State of Michigan } ss
Oakland County

Personally came before me this 28th day of April, 1972, the above named Rena S. Frankel, a married woman, to me known to be the person who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

My Commission Expires: October 1, 1973

Donis E. Dillon
Donis E. Dillon

Notary Public Oakland
County, Michigan.

PROPRIETOR'S CERTIFICATE

Manufacturer's National Bank of Detroit, a National Banking Association by Robert E. Field, Vice-President and James D. Preston, Mortgage Officer, as proprietor, has caused the land to be surveyed, divided, mapped and dedicated as represented on this plat and that Inkster Road is for the use of the public; that the public utility easements are private easements; that all other easements are for the uses shown on the plat; that the private streets are dedicated to the use of the lot owners and public utilities and that the Private Parks, Inkster Park and Club Parks, are dedicated to the use of the lot owners. LOANS ARE SUBJECT TO THE TERMS OF FRANKLIN BRANCH OF THE ROUGE RIVER ARE SUBJECT TO THE CORRELATIVE RIGHTS OF OTHER FRANKLIN OWNERS AND TO THE PUBLIC TRUST IN THESE WATERS.

WITNESS:

MANUFACTURER'S NATIONAL BANK OF DETROIT,
A National Banking Association,
151 West Fort Street,
Detroit, Michigan 48226.

Robert E. Field
Robert E. Field

James D. Preston
James D. Preston,
Mortgage Officer.

Wayne E. Smith
Wayne E. Smith

James D. Preston
James D. Preston,
Mortgage Officer.

ACKNOWLEDGMENT

State of Michigan } ss
Wayne County

Personally came before me this 28th day of April, 1972, Robert E. Field, Vice-President and James D. Preston, Mortgage Officer, of the above named National Banking Association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice-President and Mortgage Officer of said Association, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Association, by its authority.

My Commission Expires: July 15, 1973

Wayne E. Smith
Wayne E. Smith

Notary Public Wayne
County, Michigan.

COUNTY TREASURER'S CERTIFICATE

The records in my office show no unpaid taxes or special assessments for the five years preceding April 28, 1972 involving the lands included in this plat.

Shane Murphy, Deputy
C. Hugh Doherty, Oakland County Treasurer
SHANE MURPHY, DEPUTY

COUNTY INMAY COMMISSIONER'S CERTIFICATE

Approved on May 4, 1972 as complying with Section 192 of Act 288, P. A. 1967. And the applicable rules and regulations published by my office in the County of Oakland.

William M. Schaefer
William M. Schaefer, Drain Commissioner

CERTIFICATE OF COUNTY ROAD COMMISSIONERS

APPROVED ON May 4, 1972 IN COMPLIANCE WITH SECTION 185 OF ACT 288 P.A. 1967 AND THE APPLICABLE PUBLISHED RULES AND REGULATIONS OF THE BOARD OF ROAD COMMISSIONERS OF OAKLAND COUNTY FOR THE PUBLIC ROADS AS SHOWN ON THE PLAT.

Fred L. Harris
Fred L. Harris, Member

Thomas J. Stearns
Thomas J. Stearns,
Vice-Chairman

Paul V. McGovern
Paul V. McGovern,
Chairman

CERTIFICATE OF MUNICIPAL APPROVAL

I certify that this plat was approved by the Township Board of the Township of West Bloomfield at a meeting held 5-22-72 and was reviewed and found to be in compliance with Act 288, P. A., 1967, also adequate surety has been deposited with the clerk for the placing of monuments and lot markers within a reasonable length of time, not to exceed one year from the above date, and that the minimum lot width and area required by Section 186d, Act 288, Public Act, 1967, has been waived and conforms with the legally adopted ordinance of the Township of West Bloomfield and that adequate surety has been deposited to insure the installation of sewer and water facilities within the Plat.

Betty Sue Dupree
Betty Sue Dupree, Township Clerk

COUNTY PLAT BOARD CERTIFICATE

This Plat has been reviewed and is approved by the Oakland County Plat Board on June 14, 1972, as being in compliance with all of the provisions of Act 288, P. A., 1967, and the Plat Board's applicable rules and regulations.

Lawrence K. Burnick
Lawrence K. Burnick,
Chairman of Board of Commissioners

Lynn D. Allen
Lynn D. Allen,
Clerk, Register of Deeds

C. Hugh Doherty
C. Hugh Doherty,
County Treasurer

Daniel T. Murphy
Daniel T. Murphy,
Chairman of Board of Auditors

James M. Brennan
James M. Brennan,
Member of Board of Auditors

R. E. Lilly
R. E. Lilly, Vice-Chairman of Board of Auditors

RECORDING CERTIFICATE

State of Michigan } ss
Oakland County

This Plat was received for record on the 2nd day of August, 1972, at 9:50 A.M. and is recorded in Liber 135 of Plats on Pages 13 - 14.

Certified true copy of recorded Plat.

Richard E. Romagosa
Richard E. Romagosa,
Notary Public

Aug. 15, 1972

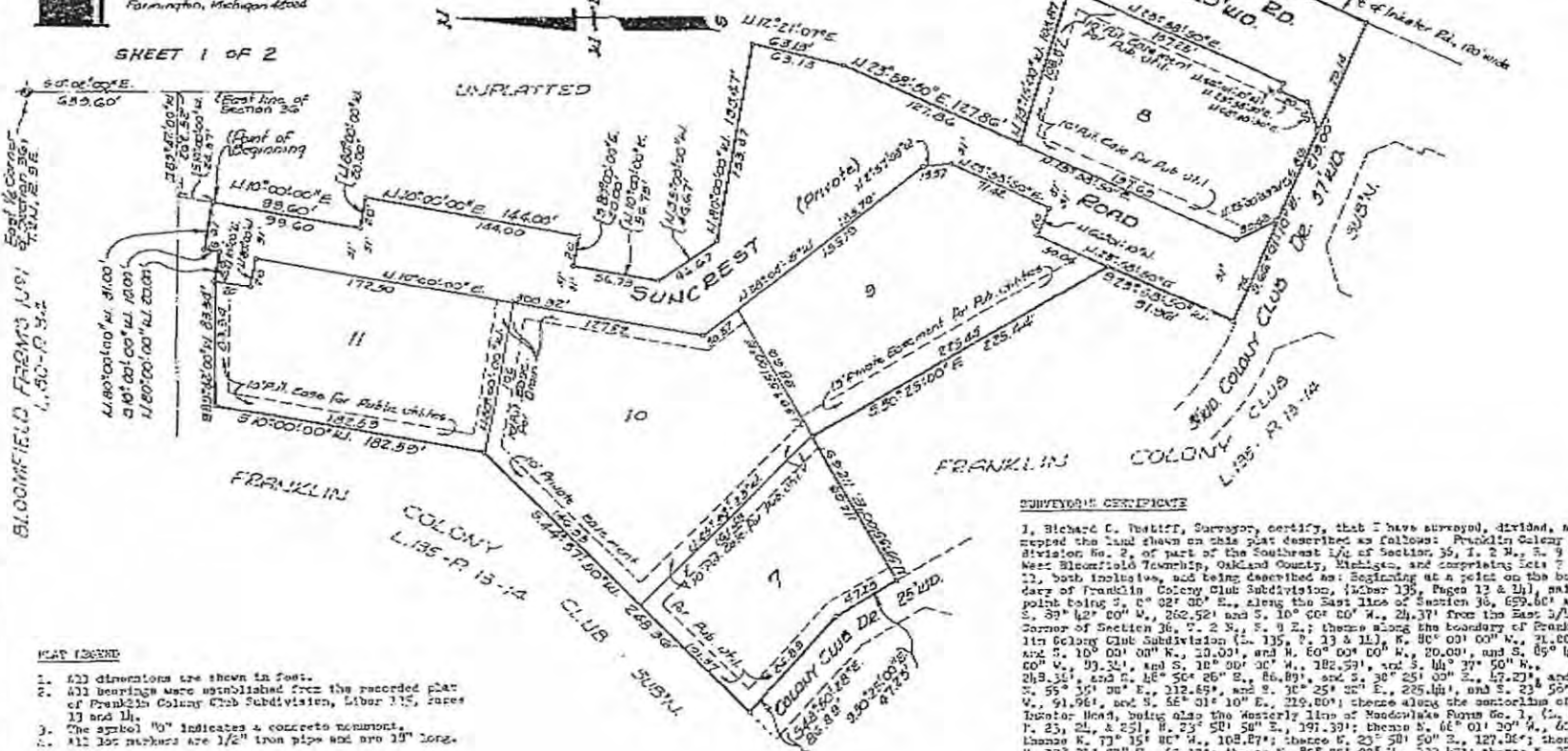
Lynn D. Allen
Lynn D. Allen, Clerk,
Register of Deeds

FRANKLIN COLONY CLUB SUB'N. NO 2

OF PART OF THE S.E. 1/4 OF SECTION 36, T.2 N., R.3 E.,
WEST BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN

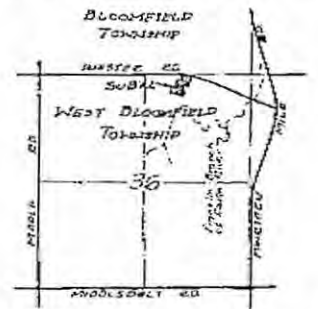
SCALE: 1" = 50'
Pottiff Company
25000 Michigan Rd
Farmington, Michigan 48424

SHEET 1 OF 2



BLOOMFIELD FARMS L151
L150-R 3-2

- NOTES:**
1. All dimensions are shown in feet.
 2. All bearings were established from the recorded plat of Franklin Colony Club Subdivision, Liber 115, pages 13 and 14.
 3. The symbol "C" indicates a concrete monument.
 4. All lot markers are 1/2" iron pipe and are 12" long.



VICINITY MAP

SUBVEYOR'S CERTIFICATE

I, Richard C. Pottiff, Surveyor, certify, that I have surveyed, divided, and mapped the land shown on this plat described as follows: Franklin Colony Subdivision No. 2, of part of the Southeast 1/4 of Section 36, T. 2 N., R. 3 E., West Bloomfield Township, Oakland County, Michigan, and comprising Lots 7 to 11, both inclusive, and being described as: Beginning at a point on the boundary of Franklin Colony Club Subdivision, Index 135, Pages 12 & 14, said point being S. 0° 02' 00" E., along the East line of Section 36, 659.60' and S. 39° 42' 00" W., 262.52' and S. 10° 00' 00" W., 24.37' from the East 3/4 Corner of Section 36, T. 2 N., R. 3 E.; thence along the boundary of Franklin Colony Club Subdivision (S. 135, P. 13 & 14), N. 80° 00' 00" W., 21.00', and S. 10° 00' 00" W., 20.00', and W. 60° 00' 00" W., 20.00', and S. 85° 42' 00" W., 99.24', and S. 10° 00' 00" W., 182.59', and S. 49° 37' 50" W., 243.36', and S. 48° 50' 25" E., 86.89', and S. 30° 25' 00" E., 47.27', and S. 55° 30' 00" E., 112.65', and S. 30° 25' 00" E., 225.44', and S. 23° 50' 50" W., 91.96', and S. 55° 01' 10" E., 229.80'; thence along the contourline of Inquirer Road, being also the westerly line of Meadowlake Farms No. 1, (S. 12, P. 23, 24, & 25), N. 25° 50' 50" E., 191.30'; thence S. 40° 01' 20" W., 60.00'; thence N. 73° 35' 00" W., 108.87'; thence N. 23° 50' 50" E., 127.96'; thence N. 32° 25' 00" E., 65.13'; thence S. 80° 00' 00" W., 133.47'; thence N. 35° 00' 30" W., 45.47'; thence N. 10° 00' 00" E., 56.77'; thence S. 50° 00' 00" E., 20.30'; thence N. 10° 00' 00" E., 244.00'; thence S. 50° 00' 00" W., 20.30'; thence N. 30° 00' 00" E., 73.60' to the point of beginning.

Consisting of 5 lots and containing 3.56 acres.

That I have made such survey, land division, and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground so that same may be seen deposited with the municipality as required by Section 125 of the Act.

That the accuracy of this survey is within the limits required by Section 126 of the Act.

That the bearings shown on this plat are expressed as required by Section 126 (3) of the Act and as explained in the legend.



Date March 16, 1973

POTTIFF COMPANY
Richard C. Pottiff, Partner
Registered Land Surveyor No. 6894
25000 Michigan Road
Farmington, Michigan 48424

53537

LIBER 55238 PAGE 437

LIBER PAGE

FRANKLIN COLONY CLUB SUB'N. NO 2

OF PART OF THE S.E. 1/4 OF SECTION 36, T.2N., R.9E.,
WEST BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 50'
Pottliff Company
6200 Middlebelt Rd.
Farmington, Michigan 48328

SHEET 2 OF 2

PROPRIETOR'S CERTIFICATE

Creative Communities, Inc., a corporation duly organized and existing under the laws of the State of Michigan, by Ivan Frankel, President, and Norma S. Frankel, Secretary, as proprietors, has caused the land to be surveyed, divided, mapped and dedicated as represented on this plat, and that Inkster Road is for the use of the public, that Suncrest Road is a private street and is dedicated to the use of the lot owners and public utilities, that the public utility easements are private easements and that all other easements are for the uses shown on the plat.

Witness:

Creative Communities, Inc.,
a Michigan Corporation,
5555 Powder Horn Drive
Birmingham, Michigan 48010

Loisner G. Johnson
Loisner G. Johnson
Irving L. Johnson
Irving L. Johnson

Ivan Frankel
Ivan Frankel, President
Norma S. Frankel
Norma S. Frankel, Secretary

ACKNOWLEDGMENT

State of Michigan } as
Oakland County

Personally came before me this 16 day of March, 1973, Ivan Frankel, President, and Norma S. Frankel, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of the said corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority.

My Commission Expires: August 24, 1975

Irving L. Johnson
Notary Public
County, Michigan

Notary Public Oakland
County, Michigan

PROPRIETOR'S CERTIFICATE

I, as proprietor, certify that I have caused the land embraced in this plat to be surveyed, divided, mapped and dedicated as represented on this plat and that Inkster Road is for the use of the public, that Suncrest Road is a private street and is dedicated to the use of the lot owners and public utilities, that the public utility easements are private easements and that all other easements are for the uses shown on the plat.

Witness:

Loisner G. Johnson
Loisner G. Johnson
Irving L. Johnson
Irving L. Johnson

Norma S. Frankel
Norma S. Frankel,
5555 Powder Horn Drive
Birmingham, Michigan 48010

ACKNOWLEDGMENT

State of Michigan } as
Oakland County

Personally came before me this 16 day of March, 1973, the above named Norma S. Frankel, a married woman, to me known to be the person who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

My Commission Expires: August 24, 1975

Irving L. Johnson
Notary Public
County, Michigan

Notary Public Oakland
County, Michigan

PROPRIETOR'S CERTIFICATE

Manufacturer's National Bank of Detroit, a National Banking Association, by Robert E. Field, Vice-President, and James D. Preston, Mortgage Officer, as proprietors, has caused the land to be surveyed, divided, mapped and dedicated as represented, on this plat and the Inkster Road is for the use of the public, that Suncrest Road is a private street and is dedicated to the use of the lot owners and public utilities, that the public utility easements are private easements and that all other easements are for the uses shown on the plat.

Witness:

MANUFACTURER'S NATIONAL BANK OF
DETROIT,
A National Banking Association,
151 West York Street
Detroit, Michigan 48226

Robert E. Field
Robert E. Field, Vice-President
Mary A. George
Mary A. George

James D. Preston
James D. Preston, Mortgage Officer

ACKNOWLEDGMENT

State of Michigan } as
Wayne County

Personally came before me this 10th day of March, 1973, Robert E. Field, Vice-President, and James D. Preston, Mortgage Officer, of the above named National Banking Association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice-President and Mortgage Officer of said Association, and acknowledged that they executed the foregoing instrument as such officers as the free act and the deed of said Association, by its authority.

My Commission Expires: May 18, 1976

Notary Public Wayne
County, Michigan

Notary Public Wayne
County, Michigan

COUNTY TREASURER'S CERTIFICATE

The records in my office show no unpaid taxes or special assessments for the five years preceding APRIL 11, 1973 involving the lands included in this plat.

State Treasurer of Michigan
Oakland County Treasurer
5200 W. MARYKAY ST. DETROIT

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

Approved on APRIL 24, 1973 as complying with Section 152 of Act 286, P. A. 1967, and the applicable rules and regulations published by my office in the County of Oakland.

George Kuhn
George Kuhn, Drain Commissioner

Pravor G. Staman
Pravor G. Staman, Vice-Chairman

CERTIFICATE OF COUNTY ROAD COMMISSIONERS

Approved on May 1, 1973 as complying with Section 153 of Act 286, P. A. 1967, and the applicable published rules and regulations of the Board of Road Commissioners of Oakland County for the public roads as shown on the plat.

Fred L. Harrie
Fred L. Harrie, Commissioner

William M. Richards
William M. Richards, Chairman

CERTIFICATE OF MUNICIPAL APPROVAL

I certify that this plat was approved by the Township Board of the Township of West Bloomfield at a meeting held 2-27-73 and was reviewed and found to be in compliance with Act 286, P. A., 1967, also adequate surety has been deposited with the clerk for the placing of monuments and lot markers within a reasonable length of time, not to exceed one year from the above date,

and that adequate surety has been deposited to insure the installation of sewer and water facilities within the Plat.

Dorothy Ann Lupton
Dorothy Ann Lupton, Township Clerk

COUNTY PLAT BOARD CERTIFICATE

This Plat has been reviewed and is approved by the Oakland County Plat Board on March 12, 1973, as being in compliance with all of the provisions of Act 286, P. A., 1967, and the Plat Board's applicable rules and regulations.

Paul H. Doherty
Paul H. Doherty, Chairman
W. Hugh Mahony
W. Hugh Mahony, County Treasurer

Lynn D. Allen
Lynn D. Allen, Clerk
Registrar of Deeds
Daniel T. Murphy
Daniel T. Murphy, Chairman
of Board of Auditors

James H. Brennan
James H. Brennan, Member,
Board of Auditors

R. E. Lilly
R. E. Lilly, Vice-Chairman
of Board of Auditors

RECORDING CERTIFICATE

State of Michigan } as
Oakland County

This Plat was received for record on the 23rd day of March, 1973, at 2:32 P. M. and is recorded in Liber 132 of Plats on Pages 27 - 28

Lynn D. Allen
Lynn D. Allen, Clerk
Registrar of Deeds

Certified true copy of recording plat.

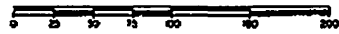
Allison Green
Allison Green
State Treasurer
By Richard C. Lomas
Richard C. Lomas, Notary
March 24, 1973



FRANKLIN COLONY CLUB SUB'N. No 3

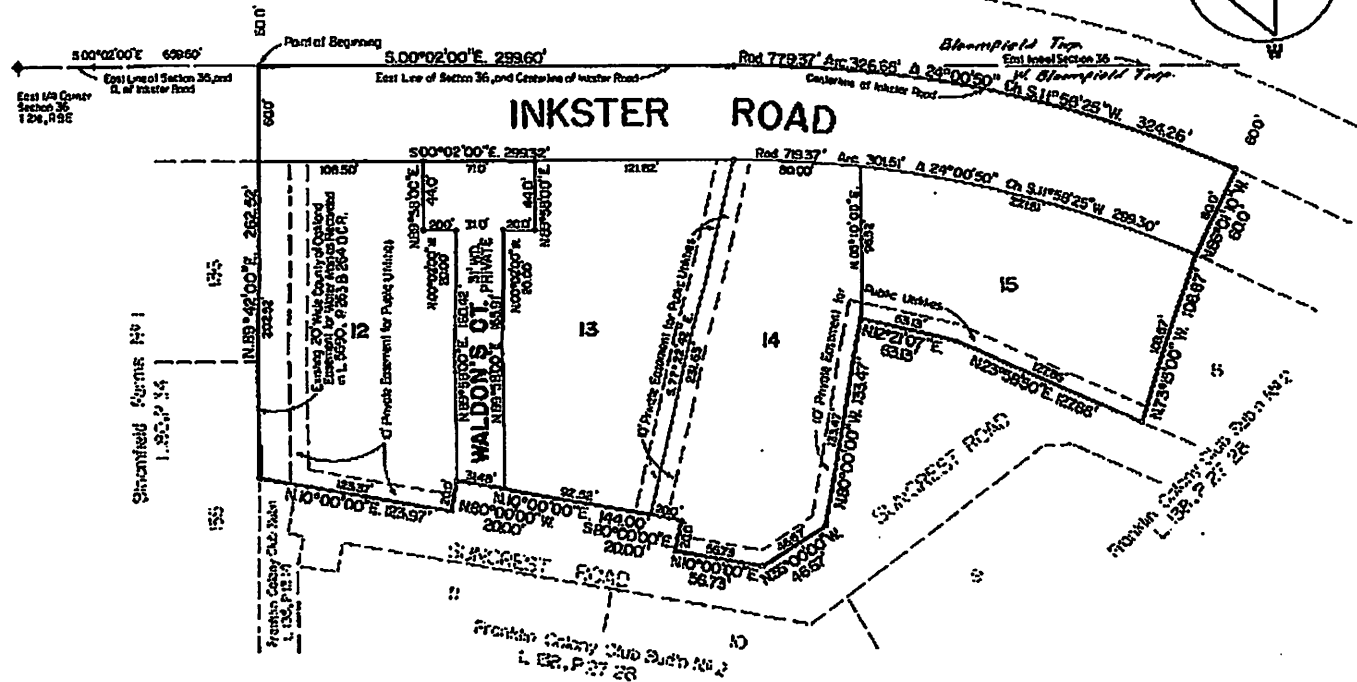
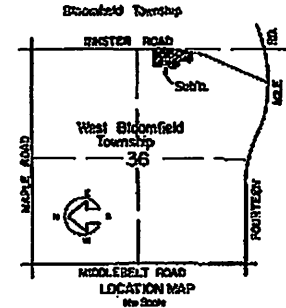
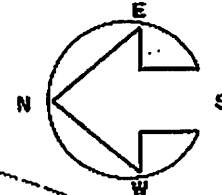
OF PART OF THE SOUTHEAST 1/4 OF SECTION 36, T.2N., R.9E.,
WEST BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SCALE 1" = 50'



SHEET 1 OF 3

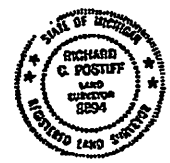
Maplewood Farms No 1
L. 122, P. 23, 24, 25



... and one copy of Record
of
Richard C. Postuff
RICHARD C. POSTUFF
LAND SURVEYOR
No. 2834
Dated March 25, 1922

PLAT LEGEND

1. All dimensions are shown in feet.
2. All bearings were established from the recorded Plat of Franklin Colony Club Subdivision No. 2, Liber 138, Pages 27 and 28.
3. The symbol "O" indicates a concrete monument.
4. All lot markers are 1" iron pipe and are 18" long.
5. All abbreviate dimensions are shown along the arc.



55238



FRANKLIN COLONY CLUB SUB'N. N^o 3

OF PART OF THE SOUTHEAST 1/4 OF SECTION 36, T.2N.,R.9E.,
WEST BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SHEET 2 OF 3

Page
Liber

SURVEYOR'S CERTIFICATE

I, Richard C. Postliff, Surveyor, certify that I have surveyed, divided, and mapped the land shown on this Plat, described as follows: Franklin Colony Club Subdivision No. 3, being a subdivision of part of the Southeast 1/4 of Section 36, T. 2 N., R. 9 E., West Bloomfield Township, Oakland County, Michigan, and comprising of Lots 12 thru 15, both inclusive and being described as follows:

Beginning at a point on the East line of Section 36, also the centerline of Inkster Road, said point being S. 30° 02' 00" E., along the East line of Section 36, also the centerline of Inkster Road, 599.60 ft. from the East 1/4 corner of Section 36, T. 2 N., R. 9 E.; thence continuing along the East line of Section 36, and the centerline of Inkster Road, S. 00° 02' 00" E., 299.60 ft.; thence along the centerline of Inkster Road along the arc of a curve to the right, 326.65 ft., said curve having a radius of 779.37 ft., central angle of 24° 00' 50", and whose chord bears S. 11° 36' 25" W., 324.25 ft.; thence along the boundary of Franklin Colony Club Subdivision No. 2, as recorded in Liber 129, Pages 27 & 28 of Plats, Oakland County Records; thence N. 66° 01' 10" W., 60.60 ft., and N. 73° 15' 00" W., 108.87 ft., and N. 23° 58' 50" E., 127.86 ft., and N. 12° 21' 07" E., 65.13 ft., and N. 60° 00' 00" W., 133.57 ft., and N. 38° 00' 00" W., 46.57 ft., and N. 10° 00' 00" E., 26.75 ft., and S. 00° 00' 00" E., 20.00 ft., and N. 18° 00' 00" E., 144.00 ft., and N. 20° 00' 50" W., 20.00 ft.; thence along the common line of Franklin Colony Club Subdivision No. 2 and Franklin Colony Club Subdivision, as recorded in Liber 133, Pages 13 & 14 of Plats, Oakland County Records, N. 10° 00' 00" E., 125.37 ft.; thence along the South line of Bloomfield Farms No. 1, as recorded in Liber 60, Page 36 of Plats, Oakland County Records, N. 89° 42' 00" E., 262.52 ft. to the point of beginning.

Consisting of four (4) lots and containing 3.255 Acres.

That I have made such survey, land division, and Plat by the direction of the owners of such land.

That such Plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground or that surety has been deposited with the municipality as required by Section 123 of the Act.

That the accuracy of the survey is within the limits required by Section 126 of the Act.

That the bearings shown on the Plat are expressed as required by Section 126 (3) of the Act and as explained in the Legend.

Date 10-22-76

RICHARD C. POSTLIFF
Postliff Company - Partner
Registered Land Surveyor No. 8894
28500 Middlebelt Road
Farmington, Michigan 48018



PROPRIETOR'S CERTIFICATE

Manufacturer's National Bank of Detroit, a National Banking Association duly organized and existing under the laws of the State of Michigan by Robert E. Field, Senior Vice-President, and Donald W. Colwell, Mortgage Officer, as proprietors, has caused the land to be surveyed, divided, mapped and dedicated as represented on this Plat, and that Inkster Road is for the use of the public, that Waldon's Ct. is a private street and is dedicated to the use of the lot owners and public utilities, that the public utility easements are private easements and that all other easements are for the uses shown on the Plat.

Manufacturer's National Bank
of Detroit,
A National Banking Association
151 West Fort Street
Detroit, Michigan 48226

WITNESSES:

John E. Field

William E. Graham Jr.

Robert E. Field, Senior Vice-President

Donald W. Colwell, Mortgage Officer

ACKNOWLEDGMENT

State of Michigan } as
Wayne County

Personally came before me this 4th day of November, 1976, Robert E. Field, Senior Vice-President, and Donald W. Colwell, Mortgage Officer, of the above named National Banking Association, to me known to be the persons who executed the foregoing instrument and to me known to be such Senior Vice-President and Mortgage Officer of said Association, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Association, by its authority.

My Commission expires: July 2 1977

Wayne E. Smith

Notary Public
Wayne County, Michigan

PROPRIETOR'S CERTIFICATE

I, as Proprietor, certify that I have caused the land embraced in this Plat to be surveyed, divided, mapped and dedicated as represented on this Plat and that Inkster Road is for the use of the public, that Waldon's Ct. is a private street and is dedicated to the use of the lot owners and public utilities, that the public utility easements are private easements and that all other easements are for the uses shown on the Plat.

WITNESSES:

James E. Frankel

Loraine E. Hubbard

Rena S. Frankel
Rena S. Frankel
5525 Powder Horn Drive
Birmingham, Michigan 48010

ACKNOWLEDGMENT

State of Michigan } as
Oakland County

Personally came before me this 25th day of October, 1976, the above named Rena S. Frankel, a married woman, to me known to be the person who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

My Commission expires: September 18, 1977

Dennis S. Dutton

Notary Public
Oakland County, Michigan

55605



FRANKLIN COLONY CLUB SUB'N. N^o 3

OF PART OF THE SOUTHEAST 1/4 OF SECTION 38, T2N, R9E.
WEST BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SHEET 3 OF 3

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Liber

PROPRIETOR'S CERTIFICATE

Creative Communities, Inc., a corporation duly organized and existing under the laws of the State of Michigan, by Ivan Frankel, President, and Remo S. Frankel, Secretary, as Proprietors, has caused the land to be surveyed, divided, capped and dedicated as represented on this Plat, and that Inland Road is for the use of the public, that Weldon's Ct. is a private street and is dedicated to the use of the lot owners and public utilities, that the public utility easements are private easements and that all other easements are for the uses shown on the Plat.

WITNESSES:

Lorraine Goodwood
Lorraine Goodwood
James E. Frankel
James E. Frankel

Creative Communities, Inc.,
A Michigan Corporation
2555 Powder Horn Drive
Birmingham, Michigan 48010

Ivan Frankel
Ivan Frankel, President
Remo S. Frankel
Remo S. Frankel, Secretary

ACKNOWLEDGMENT

State of Michigan } ss
Oakland County

Personally came before me this 25th day of October, 1976, Ivan Frankel, President, and Remo S. Frankel, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of the said corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority.

My Commission expires: September 13, 1977

Ronnie A. Britton
Notary Public
Oakland County, Michigan

COUNTY TREASURER'S CERTIFICATE

The records in my office show no unpaid taxes or special assessments for the five years preceding November 8, 1976 involving the lands included in this Plat.

Dorothy Williams
Dorothy Williams, Treasurer, Oakland County

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

Approved on November 8, 1976 as complying with Section 192 of Act 288, P.A. 1967, and the applicable rules and regulations published by my office in the County of Oakland.

George Kuhn
George Kuhn
Oakland County Drain Commissioner

CERTIFICATE OF COUNTY ROAD COMMISSIONERS

Approved on December 7th 1976 as complying with Section 183 of Act 288, P.A. 1967, and the applicable published rules and regulations of the Board of Road Commissioners of Oakland County for the public roads as shown on this Plat.

Fred L. Harris
Fred L. Harris, Chairman

John S. Gross
John S. Gross, Vice-Chairman
William Richards
William Richards, Commissioner

CERTIFICATE OF MUNICIPAL APPROVAL

I certify that this Plat was approved by the Township Board of the Township of West Bloomfield at a meeting held 12-22-76 and was reviewed and found to be in compliance with Act 288, P.A. 1967, also adequate surety has been deposited with the clerk for the placing of monuments and lot markers within a reasonable length of time, not to exceed one year from the above date, and that the sewer and water facilities are in and ready for connection within the Plat.

Betty Sue Dupree
Betty Sue Dupree
Township Clerk

COUNTY PLAT BOARD CERTIFICATE

This Plat has been reviewed and is approved by the Oakland County Plat Board on February 2, 1977 as being in compliance with all of the provisions of Act 288, P.A. 1967, and the Plat Board's applicable rules and regulations.

Wallace F. Gable Jr.
Wallace F. Gable, Jr.
Board of Commissioners

John D. Allen
John D. Allen, Clerk
Register of Deeds

C. Hugh Mahary
C. Hugh Mahary
County Treasurer

RECORDING CERTIFICATE

State of Michigan } ss
Oakland County

This Plat was received for record on the 22nd day of March, 1977, at 3:44 P.M., and is recorded in Liber 80 of Plats, on Pages 37, 38 and 39.

Lynn M. Allen
Lynn M. Allen, Clerk
Register of Deeds



**AMENDED AND RESTATED BYLAWS
(EXHIBIT B TO AMENDED AND RESTATED DECLARATION)**

EXHIBIT B
AMENDED AND RESTATED BYLAWS
(see attached)

**AMENDED AND RESTATED ASSOCIATION BYLAWS OF FRANKLIN COLONY CLUB
ASSOCIATION
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**AMENDED AND RESTATED ASSOCIATION BYLAWS OF
FRANKLIN COLONY CLUB ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

Section 1. Name. The name of the corporation is Franklin Colony Club Association (the "Association").

Section 2. Location of Principal Office. The principal office of the Association shall be that which is on file with State of Michigan. The location of the principal office of the Association may be changed by the Board of Directors. Meetings of Owners and Directors may be held in such places within Oakland County, Michigan, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

All terms defined in the Amended and Restated Declaration of Restrictions for Franklin Colony Club (the "Declaration"), shall have the same meanings when used in these Bylaws.

**ARTICLE III
OWNER MEETINGS**

Section 1. Place of Meetings. Association meetings shall be held at any suitable place convenient to the Owners as the Board may designate. Association meetings shall be guided by Roberts Rules of Order or some other generally recognized manual of parliamentary procedure when not otherwise in conflict with the Articles of Incorporation, the Declaration or the laws of the State of Michigan. Only Owners in good standing may speak at Association meetings or address the Board or Owners at any meetings. Any person in violation of this provision or the rules of order governing the meeting may be removed from the meeting, without any liability to the Association or its Board of Directors.

Section 2. Annual Meeting. The Association shall hold its annual meeting in the Fall of each year at such date, time and place as the Board of Directors determines. The Board may change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year. At the annual meeting, there shall be elected by ballot or acclamation of the Owners a Board of Directors in accordance with the requirements of Article IV of these Bylaws. The Owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. Special Meetings. Special meetings of the Owners may be called at any time by the President or a majority of the Board of Directors or upon the written request of the Owners in good standing entitled to cast not less than one-third (1/3rd) of the votes of the entire membership.

Section 4. Notice of Meetings. The Secretary or other Board authorized person shall serve each Owner a notice of each annual or special meeting at least ten (10) days, but not more than sixty

(60) days, prior to such meeting. Notice of Association meetings shall be mailed to the Owner at the address last appearing on the Association's books or supplied by such Owner to the Association for the purpose of notice or, in lieu of the foregoing, notice may be given by electronic transmission, or notice may be hand delivered to the Residence if the Owner is a resident of the Residence. The notice shall specify the place, day and hour of the meeting and, in case of special meeting, the exact purpose of the meeting, including the text of any proposals to be voted on at such special meeting. Waiver by an Owner in writing of the required notice, signed by them before or after such meeting, shall be equivalent to the giving of such notice.

Section 5. Remote Communication Attendance; Remote Communication Meetings. An Owner may participate in a meeting of the Owners by a conference telephone or by other means of remote communication through which all persons participating in the meeting may hear each other, if the Board determines to permit such participation and (a) the means of remote communication permitted are included in the notice of the meeting or (b) if notice is waived or not required. All participants shall be advised of the means of remote communication in use and the names of the participants in the meeting shall be divulged to all participants. Owners participating in a meeting by means of remote communication are considered present in person and may vote at such meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is an Owner or proxy holder; (b) the Association implements reasonable measures to provide each Owner and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Owners, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any Owner or proxy holder votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the Association. An Owner may be present and vote at an adjourned Owner meeting by means of remote communication if they were permitted to be present and vote by the means of remote communication in the original meetings notice given. The Board may hold an Owner meeting conducted solely by means of remote communication.

Section 6. Quorum. The presence in person or by proxy of 30% of the Owners in good standing shall constitute a quorum for holding an Owner meeting. The written vote of any person furnished at or prior to any duly called meeting at which meeting such person is not otherwise present in person or by proxy, or by such date as is established for voting in cases where no meeting is held, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Any Owner who participates by remote communication in an Association meeting, as provided in Section 4 above, shall also be counted in determining the necessary quorum.

Section 7. Adjournment for Lack of Quorum. If any Owner meeting 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.

Section 8. Minutes. Minutes or a similar record of the proceedings of all Owner and Board of Director meetings must be kept by the Association. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

Section 9. Action without Meeting. Any action that may be taken at an Association meeting (except for electing or removing Directors) may be taken without a meeting by written vote or ballot of the Owners. Written votes or ballots shall be solicited in the same manner as provided in these Bylaws for the giving of notice of Association meetings. Such solicitations shall specify: (1) the proposed action; (2) that the Owners can vote for or against any such proposed action; (3) the percentage of approvals necessary to approve the action; and (4) the time by which written votes must be received to be counted. Approval by written vote or ballot shall be constituted by receipt, within the time specified in the written vote or ballot, of a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Qualification and Number. All Directors must be Owners or the legal spouse of an Owner, trustees of trusts owning Residences or officers, directors, members or employees of business entities owning Residences. Any Director who is delinquent in any financial obligation owed to the Association, including late fees, shall pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the Director is not permitted to vote on any delinquency matter of another Owner, including matters that may affect the Director's own Lot. If the Director does not comply within the delinquency cure period, and notwithstanding the provisions of Section 5 below, the Director shall be deemed removed from the Board of Directors for the remainder of the Director's term and the vacancy shall be filled in accordance with Section 6 below. The Board shall consist of five (5) members. No two occupants of the same Lot may serve on the Board of Directors at the same time.

Section 2. Term. The respective terms of office for the Directors have been staggered based on election procedures previously adopted by the Association. In each year, either three or two Directors shall be elected for 2 year terms depending on how many directorships expire that year. All Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Powers and Duties. The Board of Directors has all powers and duties necessary for the administration of the Association's affairs and may do all acts and things as are not prohibited by the Subdivision Documents or required to be exercised and done by the Owners. In addition to the foregoing general powers and duties imposed by these Bylaws, or any further powers and duties which may be imposed by law or the Articles of Incorporation, the Board of Directors has the following powers and duties:

- A. **Management and Administration.** To manage and administer the affairs of and maintenance of the Subdivisions, all to the extent set forth in the Subdivision Documents.
- B. **Collecting Assessments.** To collect assessments from the Owners and to use the proceeds for the Association's purposes.
- C. **Insurance.** To carry insurance and collect and allocate the proceeds.
- D. **Rebuild Improvements.** To rebuild improvements after casualty.

E. Contract and Employ Persons. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Subdivisions.

F. Real or Personal Property. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any easements, rights-of-way and licenses) on the Association's behalf in furtherance of any Association purposes.

G. Borrow Money. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Association's business, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of at least 2/3^{rds} of all Owners in good standing.

H. Assign Right to Future Income. To assign its right to future income, including the right to receive Owner assessment payments.

I. Rules and Regulations. To make rules and regulations in accordance with Article IV, Section 10 of the of Declaration.

J. Committees. To establish committees as it deems necessary, convenient or desirable and to appoint persons to the committees for implementing the administration of the Subdivisions and to delegate to the committees, or any specific Association Directors or officers, any functions or responsibilities that are not by law or the Subdivision Documents required to be performed by the Board.

K. Enforce Documents. To enforce the Subdivision Documents.

L. Administrator. To do anything required of or permitted to the Association as administrator of the Subdivisions under the Subdivision Documents.

M. General. In general, to enter any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, repair, replacement and operation of the Subdivisions and the Association.

Section 4. Professional Management. The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform those duties and services as the Board shall authorize, including, but not limited to, the duties listed in this Article. The Board may delegate to the management agent any other duties or powers which are not by law or by the Subdivision Documents required to be performed by or have the approval of the Owners. The Board shall not be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years, or which is not terminable by the Association upon sixty (60) days' written notice to the other party.

Section 5. Removal. At any regular or special meeting of the Association duly called and held, any one or more of the Directors may be removed with or without cause by the affirmative vote

of more than fifty (50%) percent of all Owners in good standing, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so appointed shall be a Director until the end of the term of the Director who they replaced and a successor is elected at such annual meeting of the Association.

Section 7. Compensation. No Director shall receive compensation for any service they may render to the Association in the capacity of Director. However, any Director may be reimbursed for their actual expenses incurred in the performance of their duties.

Section 8. Regular Meetings. Regular Board of Directors meetings may be held at such times and places as shall be determined from time to time by a majority of the Directors. At least two (2) such meetings shall be held during each fiscal year. Notice of regular Board meetings shall be given to each Director personally, or by mail, telephone or electronic transmission at least three (3) days prior to the date of the meeting, unless waived by such Director.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the president upon three (3) days' notice to each Director. Notice of special Board meetings shall be given to each Director personally, or by mail, telephone or electronic transmission. The notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president, secretary or other appropriate officer in like manner and on like notice on the written request of two Directors.

Section 10. Waiver of Notice. Before or at any Board meeting, any Director may in writing or orally waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. A Director's attendance at a Board meeting shall be deemed that Director's waiver of notice. If all the Directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum and Vote. The presence of a majority of the Directors at a meeting shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which there is a quorum shall be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board by remote communication, electronically or by any other method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter. If at any Board meeting 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 that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Action without Meeting. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid in the absence of a meeting if consented to in writing, including by electronic transmission, by a majority of the Board of Directors; provided, that

all Board members must first be provided with notice personally, by mail, telephone or electronic transmission, of the proposed action before any action is approved. Further, the presiding Association officer, in exceptional cases requiring immediate action, may poll all Directors by phone for a vote, and provided the action is consented to by the requisite number of Directors, such vote shall constitute valid action by the Board. The results of any vote along with the issue voted upon pursuant to this Section shall be noted in the minutes of the next Board meeting to take place.

Section 13. Closing of Board of Director Meetings; Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the Owners or may permit Owners to attend a portion or all of any meeting of the Board of Directors. Any Owner shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no Owner shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 14. Remote Communication. Board members may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting.

ARTICLE V OFFICERS AND THEIR DUTIES

Section 1. Designation. The principal Association officers are a president, vice president, secretary and treasurer. The Directors may appoint such other officers as may be necessary. Any two offices except that of president and vice president may be held by one person. The President must be a member of the Board of Directors.

Section 2. Appointment. The Board of Directors shall appoint the Association's officers annually and all officers shall hold office at the Board's pleasure.

Section 3. Removal. The Board of Directors may remove any officer either with or without cause, and the successor to the removed officer may be elected at any regular Board meeting or at any special Board meeting called for such purpose.

Section 4. President. The president shall be the Association's chief executive officer and shall preside at all Association and Board meetings. The president has all the general powers and duties which are usually vested in the office of the president of a nonprofit corporation including, but not limited to, the power to appoint committees from among the Owners from time to time in the president's reasonable discretion to assist in the conduct of the Association's affairs.

Section 5. Vice President. The vice president shall take the place of the president and perform the president's duties whenever the president is absent or unable to act. If neither the president nor the vice president can act, the Board of Directors shall appoint some other Board member to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time

be imposed by the Board of Directors.

Section 6. Secretary. The secretary shall keep the minutes of all Board and Association meetings, be responsible for maintaining a record of the minutes and of such books and other records as the Board of Directors may direct, and shall in general perform all duties incident to the office of the secretary.

Section 7. Treasurer. The treasurer is responsible for keeping full and accurate accounts of all receipts and disbursements in the Association's books. The treasurer shall also be responsible for depositing all money and other valuable Association papers, in the name of and to the Association's credit, in such depositories that the Board may designate from time to time.

ARTICLE VI JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Owners shall be brought in the Association's name. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Owners in connection with the Common Areas.

ARTICLE VII FINANCES, BOOKS AND RECORDS

Section 1. Fiscal Year. The Association's fiscal year shall be an annual period commencing on such date as the Board may initially determine. The commencement date of the Association's fiscal year is subject to change by the Board of Directors for accounting reasons or other good cause.

Section 2. Banking; Investment of Funds. Association funds shall be deposited in such bank or other depository as the Board may designate and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by Board resolution from time to time. Association funds shall only be held in accounts that are fully insured or backed by the full faith and credit of the United States Government. The Association may only utilize depositories or instruments where there is no risk of principal loss for investment of its monies.

Section 3. Association Records and Books. The Association shall also keep detailed books of account showing all expenditures and receipts of administration, which shall specify the expenses incurred by or on the Association's behalf. Subject to any Association rules and regulations, the books, records, contracts, and financial statements concerning the administration and operation of the Franklin Colony shall be open for inspection by the Owners and their mortgagees during reasonable working hours and at mutually convenient times. The Association shall prepare and distribute to each Owner at least one (1) time a year a financial statement, the contents of which shall be defined by the Board and which may be distributed by electronic transmission, provided that any Owner may receive a written financial statement upon written request. The Association shall have its books, records and financial statements independently audited or reviewed on an annual basis; provided, however, that the audit or review need not be performed by certified public accounts nor does any audit need to be certified.

ARTICLE VIII INDEMNIFICATION

Section 1. Indemnification of Directors, Officers and Volunteers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon the Director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the Director or officer may be a party or in which they may become by reason of their being or having been a Director or officer of the Association, whether or not they are a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of the Director's or officer's duties, and except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. 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. The Board of Directors shall notify all Owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article shall be at all times construed to be consistent with those contained in the Articles of Incorporation of the Association.

Section 2. Directors' and Officers' Insurance. The Association shall provide liability insurance for every Director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. No Director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided to a Director or officer was not waived by such Director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms of this Article, a Director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 above or other applicable statutory indemnification.

ARTICLE IX MISCELLANEOUS

Section 1. Amendments. These Bylaws may be amended or repealed and new Bylaws adopted at any regular or special meeting of the Owners, or by other methods allowed by these Bylaws for voting upon matters, by the affirmative vote sixty percent (60%) of the Owners in good standing.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**PERCENTAGES OF VALUE
(EXHIBIT C TO AMENDED AND RESTATED DECLARATION)**

**EXHIBIT C
PERCENTAGE OF VALUE**

<u>Lot No.</u>	<u>Address</u>	<u>% of Value</u>
1	2157 Colony Club Ct.	2.31
2	7226 Suncrest Rd.	2.09
3	7112 Suncrest Rd.	2.31
4	2177 Colony Club Ct.	2.31
5	2020 Waldon's Ct.	2.09
6	2189 Colony Club Ct.	2.31
7	2007 Waldon's Ct.	2.09
8	7220 Suncrest Rd.	2.09
9	2200 Colony Club Dr.	3.20
10	7206 Suncrest Rd.	2.09
11	7163 Suncrest Rd.	2.09
12	2021 Waldon's Ct.	2.09
13	2014 Waldon's Ct.	2.09
14	7193 Suncrest Rd.	2.09
15	7207 Suncrest Rd.	2.09
16	2173 Colony Club Ct.	2.31
17	7130 Suncrest Rd.	2.31
18	7214 Suncrest Rd.	2.09
19	2149 Colony Club Ct.	2.31
20	2161 Colony Club Ct.	2.31
21	7166 Suncrest Rd.	2.31
22	7175 Suncrest Rd.	2.09
23	7145 Suncrest Rd.	2.09
24	2015 Waldon's Ct.	2.09
25	7142 Suncrest Rd.	2.31
26	2185 Colony Club Ct.	2.31
27	7151 Suncrest Rd.	2.09
28	7172 Suncrest Rd.	2.31
29	2141 Colony Club Ct.	2.31
30	7215 Suncrest Ct.	2.09
31	2181 Colony Club Ct.	2.31
32	7169 Suncrest Rd.	2.09
33	2006 Waldon's Ct.	2.09
34	7227 Suncrest Rd.	2.09
35	7187 Suncrest Rd.	2.09
36	7118 Suncrest Rd.	2.31
37	7160 Suncrest Rd.	2.31
38	7139 Suncrest Rd.	2.09
39	2153 Colony Club Ct.	2.31
40	2165 Colony Club Ct.	2.31
41	7136 Suncrest Rd.	2.31
42	2169 Colony Club Ct.	2.31
43	2145 Colony Club Ct.	2.31
44	7106 Suncrest Rd.	2.31
45	7199 Suncrest Rd.	2.09

**ARTICLES OF INCORPORATION
FRANKLIN COLONY CLUB ASSOCIATION**

STATE OF MICHIGAN
DEPARTMENT OF COMMERCE
CORPORATION DIVISION
LANSING, MICHIGAN

(THIS IS A PART OF THE ATTACHED CORPORATE DOCUMENT AND SHOULD NOT BE DETACHED)

DO NOT WRITE IN SPACES BELOW - FOR DEPARTMENT USE	
DATE RECEIVED AUG 22 1972	<p style="text-align: center;">FILED Michigan Department of Commerce AUG 24 1972 <i>Richard W. Schubert</i> DIRECTOR</p>
NAME OF CORPORATION Franklin Colony Club Association	
CORPORATE DOCUMENT: Articles of Incorporation	

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 and the membership of the prior 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 30th day of May, 1972.

Ivan Frankel
Ivan Frankel

Rema Frankel
Rema Frankel

IVAN FRANKEL CONSTRUCTION CO.

By Ivan Frankel
Ivan Frankel, President

And Rema Frankel
Rema Frankel, Secretary

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30th day of May, 1972 by Ivan Frankel and Rema Frankel.


My Commission expires:

Patricia A. Orth
Notary Public,
County, Michigan

PATRICIA A. ORTH
Notary Public, Livingston County, Mich.
Acting in Oakland County
My Commission Expires July 18, 1972

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30th day of May, 1972 by Ivan Frankel, President and Rena Frankel, Secretary of Ivan Frankel Construction Co., a Michigan corporation, on behalf of the corporation.



Notary Public,
County, Michigan

My Commission expires:
 PATRICIA A. ORTH
 Notary Public, Livingston County, Mich.
 Acting in Oakland County
 My Commission Expires July 18, 1972

**CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
FRANKLIN COLONY CLUB ASSOCIATION**

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received	(FOR BUREAU USE ONLY)
DEC 09 2020	ADJUSTED DATE TO TELEPHONE AUTHORIZATION date - per Steve
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	

TranInfo:1 24418221-1 12/07/20
Chk#: 28069 Amt: \$10.00
ID: 800863792

Name		
Stephen M. Guerra		
Address		
30140 Orchard Lake Road		
City	State	Zip Code
Farmington Hills	MI	48334

FILED

DEC 15 2020

EFFECTIVE DATE:

ADMINISTRATOR
CORPORATIONS DIVISION

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Profit and Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:	Franklin Colony Club Association
2. The identification number assigned by the Bureau is:	800863792

3. Article II is deleted in its entirety and New Articles II, X, XI and are added as follows: SEE ATTACHED ADDENDUM.

NC

ARTICLE II
Purpose

The purposes for which the Corporation is organized are:

1. Management and Administration. To manage and administer the affairs and maintenance of Franklin Colony Club (the "Subdivisions") and the Common Areas thereof, all to the extent set forth in the Subdivision Documents for the Subdivisions.
2. Collecting Assessments. To collect assessments from the members of the Corporation and to use the proceeds for the purposes of the Corporation.
3. Insurance. To carry insurance and collect and allocate the proceeds of insurance.
4. Rebuild Improvements. To rebuild improvements after casualty.
5. Contract and Employ Persons. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Subdivisions.
6. Real or Personal Property. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Subdivisions and any easements, rights-of-way and licenses) on behalf of the Corporation in furtherance of any of the purposes of the Corporation.
7. Borrow Money. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Corporation, and to secure the same by mortgage, pledge, or other lien on property owned by the Corporation; provided, however, that any such action shall also be approved by affirmative vote of two-thirds (2/3rds) of all members entitled to vote.
8. Assign Right to Future Income. To assign its right to future income, including the right to receive member assessment payments.
9. Enforce Documents. To enforce the provisions of the Subdivision Documents.
10. Administrator. To do anything required of or permitted to the Corporation as administrator of the Subdivisions under the Subdivision Documents.
11. General. 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, repair, replacement and operation of the Subdivisions and the Corporation.

6

ARTICLE X
Claims against Directors and Volunteer Officers; Assumption of Volunteer Liability by the Corporation

1. Claims against Directors and Volunteer Officers. Under all circumstances except those listed immediately below, no director or volunteer officer shall have liability to the Corporation, its shareholders, or members for money damages for any action taken or failure to take any action as a director or volunteer officer. Any such claim shall be brought and maintained against the Corporation. This provision cannot eliminate liability for:

- (a) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled;
- (b) Intentional infliction of harm on the Corporation, its shareholders, or members;
- (c) A violation of section 551;
- (d) An intentional criminal act;
- (e) A liability imposed under section 497(a).

2. Assumption of Volunteer Liability. The Corporation shall assume, pay for, and undertake all obligations and liability for any and all acts or omissions of its volunteer directors and volunteer officers if all of the following are met:

- (a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
- (b) The volunteer was acting in good faith.
- (c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
- (d) The volunteer's conduct was not an intentional tort.
- (e) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

ARTICLE XI
Indemnification

In addition to the provisions of Article X, the Corporation may indemnify its directors, officers, volunteers, individuals, or persons in the following manner:

1. Individuals. The Corporation shall indemnify every Director, officer and volunteer of the Corporation against all expenses and liabilities, including reasonable attorney fees and amounts paid in settlement incurred by or imposed upon the Director, officer or volunteer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the Director, officer or volunteer may be a party or in which they may become by reason of their being or having been a Director, officer or volunteer of the Corporation, whether or not they are a Director, officer or volunteer at the time such expenses are incurred, if the person acted in good faith and in a manner which they reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was lawful; provided, however, that no indemnification shall be made in respect to any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that a court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper.

2. Expenses. To the extent that a Director, officer, or volunteer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1, or in defense of any claim, issue, or matter therein, and indemnification is granted, they shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith and in any action, suit or proceeding brought to enforce the indemnification provided for herein.

3. Determination of Right to Indemnification. Except in a situation governed by Section 2, any indemnification under Section 1 (unless ordered by a Court) shall be made by the Corporation only as authorized in the specific case upon determination that indemnification of the Director, officer, or volunteer is proper in the circumstances because they have met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by a majority vote of Directors acting at a meeting at which a quorum consisting of Directors who were not parties to such action, suit, or proceeding is present, or (b) if such a quorum is not obtainable (or even if obtainable), and a majority of disinterested Directors so directs, by independent legal counsel (compensated by the Corporation), in a written opinion, or (c) if such a quorum is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action (such committee shall consist of not less than two (2) disinterested Directors), or (d) by the shareholders or members.

4. Advance Payment of Expenses. Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the Director, officer, or volunteer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made, but need not be secured.

5. Rights Not Exclusive. The indemnification or advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled as a matter of law or under these Articles of

Incorporation, the Subdivision Documents, or any contractual agreement. However, the total amount of expenses for indemnification from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in this Article shall continue as to a person who has ceased to be a Director, officer, or volunteer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

6. Directors and Officers Liability Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, or volunteer of the Corporation, or is or was serving at the request of the Corporation as an unpaid, volunteer Director, volunteer officer, or volunteer of another corporation (whether nonprofit or for profit), partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article or of the Michigan Nonprofit Corporation Act.

To the extent that any provision of this Article conflicts with the provisions of Article X, the provisions of Article X shall control.

ARTICLE XII

Action without Meeting

Any action that may be taken at a Corporation meeting (except for the election or removal of Directors) may be taken without a meeting by written vote or ballot of the Members or Directors, as the case may be. Written votes or ballots shall be solicited in the same manner as provided in the Corporation's Bylaws for the giving of notice of Corporation meetings. Such solicitations shall specify: (1) the proposed action; (2) that the Member can vote for or against any such proposed action; (3) the percentage of approvals necessary to approve the action; and (4) the time by which written votes must be received to be counted. Approval by written vote or ballot shall be constituted by receipt, within the time specified in the written vote or ballot, of a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting.

Nonprofit corporation only: Member, shareholder, or board approval

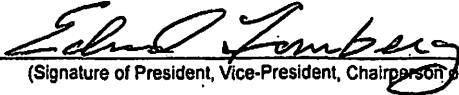
The foregoing amendment to the Articles of Incorporation was duly adopted on 23rd day of November, 2020 by the (check one of the following)

Member or shareholder approval for nonprofit corporations organized on a membership or share basis

- members or shareholders at a meeting in accordance with Section 611(3) of the Act.
- written consent of the members or shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the members or shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- written consent of all the members or shareholders entitled to vote in accordance with section 407(3) of the Act.

Directors (Only if the Articles state that the corporation is organized on a directorship basis)

- directors at a meeting in accordance with Section 611(3) of the Act.
- written consent of all directors pursuant to Section 525 of the Act.

Nonprofit Corporations	
Signed this <u>23rd</u> day of <u>November</u> , <u>2020</u>	
By <u></u>	
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)	
<u>Edward Lumberg</u>	<u>President</u>
(Type or Print Name)	(Type or Print Title)