

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by FRANKLIN-PALMER ESTATES, a Michigan copartnership, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Township of Canton, County of Wayne, State of Michigan, which is more particularly described as:

G. 56722

Proposed Franklin Palmer Estates Subdivision of part of the southeast 1/4 of Section 22, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan and comprising Lots 1 to 337, both inclusive: Beginning at the East 1/4 corner of Section 22, Town 2 South, Range 8 East, Canton Township, Michigan, thence along the east line of said Section 22, said line being coincident with the centerline of Morton Taylor Road (120 feet wide) South 0 degrees 49 minutes 41 seconds East 650.89 feet; thence North 39 degrees 28 minutes 06 seconds West 661.50 feet; thence South 0 degrees 45 minutes 26 seconds East 352.41 feet; thence South 89 degrees 40 minutes 01 seconds East 661.89 feet to a point of intersection with the east line of said Section 22; thence along the east line of said Section 22, said line being coincident with the centerline of Morton Taylor Road (120 feet wide), South 0 degrees 49 minutes 41 seconds East 975.56 feet; thence South 89 degrees 10 minutes 19 seconds West 278.25 feet; thence North 73 degrees 32 minutes 51 seconds West 153.46 feet; thence North 59 degrees 50 minutes 47 seconds West 83.50 feet thence North 46 degrees 08 minutes 42 seconds West 83.50 feet; thence North 32 degrees 26 minutes 38 seconds West 83.50 feet; thence North 18 degrees 44 minutes 34 seconds West 83.50 feet; thence North 15 degrees 37 minutes 59 seconds West 25.00 feet; thence North 70 degrees 28 minutes 44 seconds West 143.80 feet; thence South 78 degrees 15 minutes 53 seconds West 184.03 feet; thence North 89 degrees 43 minutes 00 seconds West 75.00 feet; thence South 0 degrees 17 minutes 00 seconds West 60.00 feet; thence South 11 degrees 36 minutes 44 seconds East 137.42 feet;

NOTED DEC 11 1975 BY *[Signature]*
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48228

thence South 28 degrees 38 minutes 07 seconds West 126.26 feet; thence South 69 degrees 43 minutes 29 seconds West 126.42 feet; thence North 69 degrees 11 minutes 08 seconds West 173.88 feet; thence North 0 degrees 45 minutes 27 seconds West 289.04 feet; thence North 89 degrees 43 minutes 00 seconds West 670.19 feet; thence North 0 degrees 43 minutes 20 seconds West 333.28 feet; thence North 89 degrees 40 minutes 02 seconds West 669.99 feet to a point of intersection with the north-south 1/4 line of said section 22; thence along the north-south 1/4 line of said section 22, said line being coincident with the centerline of Sheldon Road (86 feet wide), North 0 degrees 41 minutes 14 seconds West 1335.43 feet to the center of said section 22; thence along the east-west 1/4 line of said section 22, South 89 degrees 28 minutes 06 seconds East 2676.90 feet to the point of beginning. Consisting of 337 lots, and recorded with the Wayne County Register of Deeds as Liber 96, Pages 23-26.

WHEREAS, Declarant desires to create thereon, together with such additions as may hereafter be made thereto, a residential community with permanent parks, open spaces, and common facilities for the benefit of such residential community; and

WHEREAS, Declarant desires to provide for the preservation of the value of and amenities in such residential community and for the preservation and permanent maintenance of the parks, open spaces, and common facilities therein; and

WHEREAS, Declarant desires to subject the real property described above to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of and shall run with and bind the said real property and each owner thereof; and

WHEREAS, Declarant deems it desirable for the benefit of such residential community to create an agency to which shall be delegated and assigned the powers of maintaining and administering the parks, open spaces and common facilities; administering and enforcing the covenants, restrictions, easements, charges and liens

set forth in this Declaration; and of collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused, or will cause, to be incorporated under the laws of the State of Michigan, a nonprofit corporation for the purpose of exercising the powers and functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that all the property described above, commonly known as the FRANKLIN-PALMER ESTATES, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or in any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in this Declaration, or in any Supplemental Declaration, shall have the following meanings:

(a) "DECLARANT" shall mean and include FRANKLIN-PALMER ESTATES, a Michigan copartnership, or its successors or their assigns, if such successors or assigns should acquire more than one unbuilt Lot, or one or more undeveloped parcels of land, for the purpose of development.

(b) "ASSOCIATION" shall mean and refer to the proposed nonprofit corporation, to be known as FRANKLIN-PALMER HOMEOWNERS ASSOCIATION, its successors and assigns.

(c) "PROPERTIES" shall mean and refer to that certain real property hereinbefore described, and here more particularly described as the proposed FRANKLIN-PALMER ESTATES SUBDIVISION, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(d) "COMMON AREA" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

"Franklin Park (a private park) as recorded in Palmer Estates Sub, Liber , Page , as recorded in the Wayne County Records, State of Michigan."

(e) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, which is a part of the properties, including contract sellers, but excluding those having such interest in merely as security for the performance of an obligation.

(f) "LOT" shall mean and refer to any Lot or proposed Lot shown on a plat or proposed plat by the developer of the properties which is subject to these restrictions, with the exception of the common area.

(g) "MEMBER" shall mean and refer to those owners who are members of the Association, as hereinafter set forth.

(h) "FHA" shall mean and refer to the Federal Housing Administration, United States Department of Housing and Urban Development.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. OWNERS EASEMENTS OF ENJOYMENT.

Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to, and shall pass with, the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

SECTION 2. DELEGATION OF USE.

Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

LI19277 PA757

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 1979.

L119277 PA758

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties, including but not limited to the payment of taxes and insurance on the Common Area, the repair and replacement thereof, for additions thereto and improvements thereof, and for the cost of labor, equipment, materials, management and supervision for and in connection with the Common Area and the Association.

L119277 PA 759

SECTION 3. MAXIMUM ANNUAL ASSESSMENT.

Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be Twenty (\$20.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. UNIFORM RATE OF ASSESSMENT.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established

by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS:

REMEDIES OF THE ASSOCIATION.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 10. EXEMPT PROPERTY.

The following shall be exempt from any and all assessments, charges, liens and special assessments imposed hereunder:

- (a) The Common Area; and

(b) All Lots owned by Declarant shall be exempt from seventy-five (75%) percent of the annual assessment, but upon conveyance of such Lot by Declarant to a Class A member the exemption for such Lot shall cease and such Lot shall then be liable for the prorated balance of that year's established annual assessment, except, however, Lots owned by Declarant shall not be exempt from assessments by the Township of Canton under Section 2 of this Article.

(c) The initial cost of development of the Common Area shall be borne by Declarant.

SECTION 11. INTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and

approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT.

The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. AMENDMENT.

L19277 PA 764

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot owners. Any amendment must be recorded.

SECTION 4. ANNEXATION.

Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

SECTION 5. NOTICES.

Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

SECTION 6. FHA/VA APPROVAL.

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional

properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the Undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of December, 1975.

FRANKLIN-PALMER ESTATES

By Richard R. Hiscox
Richard R. HISCOX
Resident Agent/President

Elsie M. Kowensko
ELSIE M. KOWENSKO

Peter J. Cavalli
PETER J. CAVALLI

STATE OF MICHIGAN)
COUNTY OF Oakland) SS.

On this 1st day of December, 1975, before me personally appeared Richard R. Hiscox to me personally known, who being by me sworn did say that he is the Resident Agent/President of FRANKLIN-PALMER ESTATES, the Declarant herein, and the copartnership which executed this Declaration, and stated that said instrument was signed on behalf of said copartnership by authority of its copartners and that said Richard R. Hiscox acknowledged said instrument to be the free act and deed of said copartnership.

Margaret M. Hovet
Notary Public, Oakland County, Michigan
My commission expires: 4-25-79

MARGARET M. HOVEL
Notary Public, Oakland County, Michigan
My Commission Expires April 25 1979

DRAFTED BY ✓

When recorded, please return to: Mr. Richard R. Hiscox, Franklin Palmer Estates, P. O. Box 439, Birmingham, Michigan 48012