

CAMDEN PARK PROPERTY OWNERS ASSOCIATION

1. Articles of Incorporation
2. Association By-Laws
3. Application for Employer Identification Number
4. Resignation of Lidia Veri as Director and President
5. Appointment of Directors
6. Declaration of Restrictions
7. Supplemental Declaration of Restrictions
8. Assignment of Grantor's Rights and Release Agreement
9. Agreement for Maintenance of Storm Drainage Facilities

530

FORM 1999 1023 DR&FI \$20.00

FILED

OCT 25 1995

RECEIVED

OCT 23 1995

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

MICHIGAN DEPT. OF COMMERCE
CORPORATION & SECURITIES BUREAU

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed by the Incorporator for the purpose of forming a non-profit corporation pursuant to the provisions of Act 162, Public Acts of 1982, as Amended (the "Michigan Non-Profit Corporation Act").

737-948

ARTICLE I

The name of the Corporation (the "Association") is **CAMDEN PARK PROPERTY OWNERS ASSOCIATION**.

ARTICLE II

The Association is organized for the purpose of acquiring title to and owning and maintaining the 50 foot easement for landscaping along Lotz Road, the cul de sac on Worthington Road, and Camden Park on either side of Fellows Creek (the "Common Areas"). The Common Areas are an integral part of and serve and benefit a residential subdivision known as **CAMDEN PARK SUBDIVISION** (the "Subdivision") consisting of thirty-four (34) lots (the "Lots") and the appurtenant public streets and utilities. The Subdivision and Common Areas will be governed by a Declaration of Restrictions recorded in Liber 28280, Pages 589 through 606, Wayne County Records (the "Declaration") imposed by Palmer Development, Inc., a Michigan Corporation, which is the developer of the Subdivision and Common Areas. The Declaration is binding upon and

100

shall inure to the benefit of each Lot, each owner of a Lot (the "Owners"), the Association and the successors and/or assigns of each Owner and the Association. In accordance with the Declaration, the Association shall levy and collect annual assessments from each Owner (the "Annual Assessments"), pursuant to an annual budget (the "Budget") adopted by the Board of Directors of the Association (the "Board"), for the purpose of maintaining, improving, repairing and replacing the Common Areas. Each Budget adopted by the Board shall include an adequate allowance for the maintenance of the Common Areas. The Declaration applies uniformly to each Lot, whether vacant or partially or fully improved. Each Lot will bear an equal share of each Annual Assessment and Special Assessment. Each Annual Assessment will be secured by a lien (enforceable by the Association) on each Lot. Each Annual Assessment and Special Assessment will also be the personal obligation of the Owner of such Lot.

ARTICLE III

1. The Association shall be organized upon a non-stock basis.
2. (a) The description and value of the Association's real property assets are:

The Common Areas - Value	None
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(b) The description and value of the Association's personal property assets are:

None

(c) The Association is to be financed under the following plan:

The Association will levy and collect Annual Assessments from each Lot Owner pursuant to an Annual Budget adopted by the Association's Board, and shall be used to maintain, improve, repair and replace the Common Areas.

- (d) The Association will be organized on a membership basis, with one class of membership. Each member shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds any such interest in a Lot, all such persons shall be members. The one (1) vote for such Lot shall be exercised as they, among themselves, determine. Notwithstanding the foregoing, the Developer shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership, in order to assure the early initial development of the Subdivision.

ARTICLE IV

The principal functions of the Association are (i) The enforcement of the provisions of the Declaration; (ii) The collection and disbursement of Assessments; (iii) The establishment of reasonable rules and regulations for the use of the Common Areas; (iv) The maintenance of the Common Areas; (v) The promotion of the interests of the Owners.

As used in these Articles of Incorporation, the term "Maintenance of the Common Areas" shall be deemed to include, without limitation, the following:

- (a) The maintenance and improvement of the Common Areas, including, without limitation, the maintenance of the entrance monuments, landscaping, irrigation systems and established grades within the Common Areas;
- (b) Improvement of the landscaping within the Common Areas, including, without limitation, the installation of sod, and the planting of trees, flowers, shrubs and other plant materials;

(c) Maintenance of the landscaping within the Common Areas, including, without limitation, the cutting of grass, weeds and other growing material.

(d) The installation of additional facilities, improvements and landscaping within the Common Areas;

(e) Control of undesirable insects and animals within the Common Areas;

(f) Removal of trash, paper and debris from the Common Areas;

(g) Payment of all real estate taxes, special assessments and other charges upon the Common Areas imposed or levied by any appropriate governmental authority;

(h) The payment of insurance expenses in regard to the Common Areas and the Association; and

(i) Each and every other act necessary to protect and preserve the Common Areas for their intended purposes.

ARTICLE V

The business and affairs of the Association shall be managed by a Board of seven (7) members (the "Directors").

ARTICLE VI

The resident agent of the Association is LIDIA VERI. The address of the registered office of the Association and the resident agent is 35189 Vargo, Livonia, MI 48152.

ARTICLE VII

The name and address of the sole incorporator of the Association is LIDIA VERI, 35189 Vargo, Livonia, MI 48152.

ARTICLE VIII

At least ninety-five per cent (95%) of the gross income of the Association will be derived from the Annual Assessments. At least ninety-five per cent (95%) of the expenditures of the Association will be for the maintenance of the Common Areas. No part of the net earnings of the Association will inure to the benefit of any individual (other than by and/or through (i) The appropriate maintenance of the Common Areas, or (ii) A pro rata refunds of any excess Annual Assessment).

ARTICLE IX

Any action required or permitted to be taken at a regular or special meeting of the Board may be taken without a meeting, if before or after the action, all members of the Board consent thereto in writing. The written consents shall be filed with the minutes of the proceedings of the Board.

ARTICLE X

A. A Director shall not receive anything of value from the Association for such service, other than reimbursement for actual, reasonable and necessary expenses incurred by such Director in such

capacity. Accordingly, each Director shall be considered to be a "Volunteer Director," as that term is defined in the Michigan Nonprofit Corporation Act.

B. A Director shall not be personally liable to the Association or its Members for monetary damages for breach of such Director's fiduciary duty, except for liability:

(1) For any breach of the Director's duty of loyalty to the Association or its Members;

(2) For acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law;

(3) For a violation of Section 551(1) of the Michigan Nonprofit Corporation Act.

(4) For a transaction from which the Director derived an improper personal benefit; and

(5) For any acts or omissions that are grossly negligent.

C. The Association hereby assumes all liability to any person other than the Association or its Members for all acts or omissions of a Director occurring on or after the date of filing of these Articles of Incorporation, incurred in good faith performance of such Director's duties as a Director; provided, however, that the Association shall not be considered to have assumed any liability to the extent such assumption is inconsistent with the status of the Association as an organization described in Section

501(c)(3) of the Internal Revenue Code of 1986, or comparable provisions of subsequent legislation. I, the sole Incorporator, sign my name on the 20th day of February, 1995.

Lidia Veri
LIDIA VERI

PREPARER'S NAME & PHONE NUMBER:

CHARLES G. TANGORA
(313) 422-5900

NAME OF ORGANIZATION REMITTING FEES: BRASHEAR, TANGORA AND SPENCE

DOCUMENT TO BE RETURNED TO:

CHARLES G. TANGORA
33300 Five Mile Road - Suite 210
Livonia, MI 48154

ADDITIONAL ADD-ONS 7/96

* VOTED ON 7/96, BY THE NEIGHBORS OF CAMDEN PARK ASSOCIATION
ALL YARD FENCES WILL BE BLACK IN COLOR. BLACK CHAIN
LINK OR BLACK ALUMINUM. NO WOOD PRIVACY FENCES WILL
ALLOWED EXCEPT FOR THE HOMES ALONG THE NORTHSIDE
OF CAMDEN PARK ALONG THE APARTMENTS.

Chris Lind 7/96'

CAMDEN PARK PROPERTY
OWNERS ASSOCIATION BY-LAWS

ARTICLE I

The name of this non-profit corporation is Camden Park Property Owners Association, herein called the Association.

ARTICLE II

The purpose or purposes for which the Association is formed are as follows:

1. The Association is organized for the purpose of acquiring title to and owning and maintaining the 50 foot easement for landscaping along Lotz Road, the cul de sac on Worthington Road, and Camden Park on either side of Fellows Creek (the "Common Areas"). The Common Areas are an integral part of and serve and benefit a residential subdivision known as CAMDEN PARK SUBDIVISION (the "Subdivision") consisting of thirty-four (34) lots (the "Lots") and the appurtenant public streets and utilities. The Subdivision and Common Areas will be governed by a Declaration of Restrictions recorded in Liber 28280, Pages 589 through 606, Wayne County Records (the "Declaration") imposed by Palmer Development, Inc., a Michigan Corporation, which is the developer of the Subdivision and Common Areas. The Declaration is binding upon and shall inure to the benefit of each Lot, each owner of a Lot (the "Owners"), the Association and the successors and/or assigns of each Owner and the Association. In accordance with the Declaration, the Association shall levy and collect annual assessments from each Owner (the "Annual Assessments"), pursuant to an annual budget (the "Budget") adopted by the Board of Directors of the Association (the "Board"), for the purpose of maintaining, improving, repairing and replacing the Common Areas. Each Budget adopted by the Board shall include an adequate allowance for the maintenance of the Common Areas. The Declaration applies uniformly to each Lot, whether vacant or partially or fully improved. Each Lot will bear an equal share of each Annual Assessment and Special Assessment. Each Annual Assessment will be secured by a lien (enforceable by the Association) on each Lot. Each Annual Assessment and Special Assessment will also be the personal obligation of the Owner of such Lot.

ARTICLE III

MEMBERSHIP

Section 1. Definition of Membership. All owners of lots in Camden Park Subdivision shall be members of the Association.

Section 2. Definition of Lot and Unit. The word "lot" as used herein shall mean a lot as set forth in the recorded plat of Camden Park Subdivision. If property has been attached or detached from any lot, then the enlarged lots and/or the diminished lots shall be deemed to be a "lot" provided, further two (2) or more lots which are combined into a single home site shall be deemed to be one (1) "Lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 3. Land Contract Vendees. Where any of said lots have been sold on executory land contracts, the land contract vendees thereof shall be considered to be the owners of such lots and, thus, a member of the Association.

Section 4. Voting Rights of Membership. The Association shall have one (1) class of voting membership. Each member shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person holds any such interest in a lot, all such persons shall be members. The one (1) vote for such lot shall be exercised as they, among themselves, determine. Notwithstanding the foregoing, the Developer shall be entitled to three (3) votes for each lot in which it holds the interest required for membership, in order to assure early initial development of Camden Park Subdivision.

ARTICLE IV.

FINANCES

Section 1. Assessment Charge. Each member of the Association shall pay to the Association an annual assessment charge which shall become due and payable annually on the 1st day of January in each year, commencing with the January following the issuance of a Certificate of Occupancy on the first dwelling unit.

All of the owners of residential lots in the development shall be subject to an annual assessment charge to be paid by the respective owners of the lots, to the Association, annually, in advance, on the first day of January in each year. The amount of said annual assessment charge is established at a minimum of ONE HUNDRED DOLLARS (\$100.00) per lot, and said annual charge may be

adjusted from year to year by the Camden Park Property Owners Association, as the needs of the common areas may, in their judgment, require, but in no event shall the annual charge be more than TWO HUNDRED DOLLARS (\$200.00) per lot, except by the approval and consent in writing of FIFTY-ONE PER CENT (51%) of the members of Camden Park Property Owners Association, which approval and consent shall make any such assessment binding upon all of the owners of lots in said Camden Park Subdivision. The Board of Directors of the Association may permit the annual assessment charge to be paid in installments payable either semi-annually, quarterly or monthly.

The annual assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: For improving and maintaining the common areas and other property of the Association, entrances and cul-de-sac in the development; landscaping along Lot Road; for planting trees and shrubbery and the care thereof; for purchase of insurance; and for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the members; for expenses incidental to the examination of plans and the enforcement of these restrictions or any other building restrictions applicable to said property; or for any other purpose within the purposes of which the Association is incorporated.

All assessment charges which shall remain due and unpaid thirty (30) days after the date that they are due, shall thereafter be subject to a late charge as determined by the Board of Directors.

It is expressly understood and agreed that the annual assessment charge, shall become a lien and encumbrance on the lot with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any said lot, the owner, from time of acquiring title thereto, shall be held to have covenanted and agreed to pay the Association all charges provided for herein which were then due and unpaid at the time of his acquiring the title, and all such charges thereafter falling due during his ownership thereof. A certificate in writing issued by the Association or its agent shall be given on demand to any owner or prospective purchaser liable or who may be liable for said charges, which shall set forth the status of said charges.

The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien.

By his acceptance of title, each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may, in the opinion of the Association, be necessary or advisable for the collection of such charge or charges.

Section 2. Failure to Pay Annual Assessment Charges. Any member who shall be thirty (30) days or more in default in the payment of the annual assessment charges shall not be in good standing and shall not be entitled to vote in any matters of the Association or to hold office in the Association until all such delinquencies have been paid.

ARTICLE V.

MEMBERS' MEETINGS

Section 1. Annual Meeting. The annual meeting of the Association shall be held during the month of January in each year, and said meeting shall be held on such date and time and at such place as shall be determined by the Board of Directors and specified in a written notice thereof. The purpose of the annual meeting is for the election of the Board of Directors for the coming year and the transacting of such other business as may properly come before the meeting.

Section 2. Rules for Conduct of Meeting. Roberts' Rules of Order, most recently revised edition, shall be the authority for the conduct of all meetings of the Association.

Section 3. Special Members' Meetings. A special meeting of the members may be called at any time by the President of the Association or by a majority of the Board of Directors or upon written request of twenty-five per cent (25%) of the members in good standing, which request shall be submitted to the Secretary of the Association.

Section 4. Notice of Meetings of Members. At least five (5) days prior to the date of any meeting, written notice of the time and place of such meeting shall be delivered to each member at his address shown on the records of the Association. The notice of a meeting shall state the matters to be considered.

Section 5. Quorum. Twenty per cent (20%) of the members in good standing shall constitute a quorum for the transaction of business at any members' meeting.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Number and Terms of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors composed of seven (7) members of the Association. The seven (7) Directors shall be elected at the first annual meeting to be held in January. At this meeting, the four (4) Directors

receiving the highest number of votes shall be elected for a two (2) year term and the remaining three (3) Directors shall be elected for a one (1) year term. At each subsequent annual meeting, Directors shall be elected to fill the expiring places on the Board for a full two year term.

Section 2. Vacancies. The vacancies on the Board of Directors shall be filled by appointment made by the remaining Directors. Each person so appointed to fill a vacancy shall serve the remainder of the term of the Director whom he or she replaced.

Section 3. Power to Elect Officers. The Board of Directors shall select a president, vice-president, a secretary and a treasurer who shall be members of the Board of Directors. Officers shall hold office for the term of one (1) year or until their successors are elected and qualified.

Section 4. Power to Appoint Other Officers and Agents. The Board of Directors shall have the power to appoint such other officers and agents as the Board may deem necessary for the transaction of the business of the Association.

Section 5. Meetings of the Board of Directors. Regular meetings of the Board of Directors shall be held at such time and places as the majority of the Board of Directors may from time to time determine. Special meetings of the Board of Directors may be called at any time by the President or Secretary or by a majority of the Board of Directors.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business.

Section 7. Compensation. No Director or officer shall receive any salary or compensation for his services to the Association unless otherwise specially ordered by the Board of Directors.

ARTICLE VII

OFFICERS

Section 1. President. The President shall be the chief executive officer of the Association. He shall preside over all meetings of the Board of Directors and of the membership. He shall have general and active management and control of the business of the Association, subject, however, to the right of the Board of Directors to delegate any specific power except such as may be by Statute exclusively conferred upon the President or to any other officer or Director of the Association. He shall be an ex officio member of all committees.

Section 2. Vice-President. In case the office of the President shall become vacant by death, resignation or otherwise, or in case of the absence of the President or his disability to discharge the duties of his office, such duties shall, for the time being, devolve upon the Vice President, who shall do and perform such other acts as the Board of Directors may from time to time authorize him to do.

Section 3. Secretary. The Secretary shall attend all meetings of the members and of the Board of Directors and shall preserve in books of the Association true minutes of the proceedings of all such meetings. The Secretary shall give all notices as required by Statute, By-Law or resolution, and shall ensure that the Michigan Annual Report is timely filed. The Secretary shall perform such other duties as may be delegated to him or her by the Board of Directors.

Section 4. Treasurer. The Treasurer shall have custody of all corporate funds and shall keep in books belonging to the Association full and accurate accounts of all receipts and disbursements. The Treasurer shall deposit all moneys in the name of the Association in such depositories as may be designated for that purpose by the Board of Directors. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Board of Directors at regular meetings of the Board and at the annual meeting of the members an account of all of the transactions of the Treasurer and the financial condition of the Association. The Treasurer shall be responsible for invoicing all of the members of the Association for the annual assessment charges each year.

ARTICLE VIII

AMENDMENTS

These By-Laws may be amended, altered, changed, added to or repealed by the affirmative vote of a majority of the members entitled to vote at any regular or special meeting of the members if notice of the proposed amendment, alteration, change, addition or repeal be contained in the notice of the meeting; provided, however, that no amendment may be made to these By-Laws which would contradict, restrict or otherwise conflict with any of the restrictions recorded for this Subdivision.

Application for Employer Identification Number

EIN 38 3292945
 OMB No. 1545-0003
 Expires 12-31-96

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, certain individuals, and others. See instructions.)

1 Name of applicant (Legal name) (See instructions.) CAMDEN PARK PROPERTY OWNERS ASSOCIATION	3 Executor, trustee, "care of" name Lidia Veri
2 Trade name of business, if different from name in line 1	
4a Mailing address (street address) (room, apt., or suite no.) 35189 Vargo	5a Business address, if different from address in lines 4a and 4b
4b City, state, and ZIP code Livonia, MI 48152	5b City, state, and ZIP code
6 County and state where principal business is located Wayne, Michigan	
7 Name of principal officer, general partner, grantor, owner, or trustor—SSN required (See instructions.) ▶	

8a Type of entity (Check only one box.) (See instructions.)

<input type="checkbox"/> Sole Proprietor (SSN) _____	<input type="checkbox"/> Estate (SSN of decedent) _____	<input type="checkbox"/> Trust
<input type="checkbox"/> REMIC _____	<input type="checkbox"/> Plan administrator-SSN _____	<input type="checkbox"/> Partnership
<input type="checkbox"/> State/local government <input type="checkbox"/> Personal service corp.	<input checked="" type="checkbox"/> Other corporation (specify) _____	<input type="checkbox"/> Farmers' cooperative
<input checked="" type="checkbox"/> Other nonprofit organization (specify) <u>Association</u>	<input type="checkbox"/> Federal government/military	<input type="checkbox"/> Church or church controlled organization
<input type="checkbox"/> Other (specify) ▶ _____	(enter GEN if applicable) _____	

8b If a corporation, name the state or foreign country State Michigan Foreign country _____
 (if applicable) where incorporated ▶

9 Reason for applying (Check only one box.)

<input checked="" type="checkbox"/> Started new business (specify) ▶ <u>Nonprofit</u>	<input type="checkbox"/> Changed type of organization (specify) ▶ _____
<input type="checkbox"/> Hired employees	<input type="checkbox"/> Purchased going business
<input type="checkbox"/> Created a pension plan (specify type) ▶ _____	<input type="checkbox"/> Created a trust (specify) ▶ _____
<input type="checkbox"/> Banking purpose (specify) ▶ _____	<input type="checkbox"/> Other (specify) ▶ _____

10 Date business started or acquired (Mo., day, year) (See instructions.) 11/23/95 **11** Enter closing month of accounting year. (See instructions.)

12 First date wages or annuities were paid or will be paid (Mo., day, year). **Note:** If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year) _____ ▶ No wages paid

13 Enter highest number of employees expected in the next 12 months. **Note:** If the applicant does not expect to have any employees during the period, enter "0." _____ ▶

Nonagricultural	Agricultural	Household
0	0	0

14 Principal activity (See instructions.) ▶ Subdivision Association

15 Is the principal business activity manufacturing? _____
 If "Yes," principal product and raw material used ▶ _____

16 To whom are most of the products or services sold? Please check the appropriate box. Public (retail) Other (specify) ▶ _____ Business (wholesale) No Yes

17a Has the applicant ever applied for an identification number for this or any other business? _____ Yes No
Note: If "Yes," please complete lines 17b and 17c.

17b If you checked the "Yes" box in line 17a, give applicant's legal name and trade name, if different than name shown on prior application.
 Legal name ▶ _____ Trade name ▶ _____

17c Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.
 Approximate date when filed (Mo., day, year) _____ City and state where filed _____
 Previous EIN _____
 Business telephone number (include area code) _____

Name and title (Please type or print clearly.) ▶ Lidia Veri, President (313) 464-0935

Signature ▶ Lidia Veri Date ▶ 3-19-96

Please leave blank ▶ Geo. _____ Ind. _____ Class _____ Size _____ Reason for applying _____

RESIGNATION

I, LIDIA VERI, hereby resign as Director and President of
CAMDEN PARK PROPERTY OWNERS ASSOCIATION, effective March 19, 1996.



LIDIA VERI

**APPOINTMENT OF DIRECTORS FOR
CAMDEN PARK PROPERTY OWNERS ASSOCIATION**

LIDIA VERI, President of PALMER DEVELOPMENT, INC., Developer of CAMDEN PARK SUBDIVISION, hereby appoints the following owners of residential homes in CAMDEN PARK SUBDIVISION, as the initial Directors of CAMDEN PARK PROPERTY OWNERS ASSOCIATION:

PAT RABY
40506 Worthington
Canton, MI 48188

SCOTT LINEFELSNER
479 Tyler Lane
Canton, MI 48188

DAVEY LE BLANK
520 Tyler Lane
Canton, MI 48188

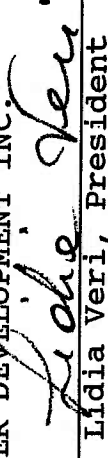
CHRIS SEMAC
353 Tyler Lane
Canton, MI 48188

BILL SAHODA
492 Tyler Lane
Canton, MI 48188

DATED: 3-19-96

PALMER DEVELOPMENT INC.

BY:



Lidia Veri, President

\$ 4.00 RE-SUBMITTING FEE

\$ 60.00 FEE

18 SEP 95 10:47 A.M. RECEIVED

COUNTY CLERK

REGISTERED INSTRUMENTS

**DECLARATION OF RESTRICTIONS
FOR**

CAMDEN PARK SUBDIVISION

LIBER 28280 PAGE 589

THIS DECLARATION is made this 20 day of February, 1995, by Palmer Development, Inc., a Michigan Corporation, of 35189 Vargo, Livonia, Michigan 48152, hereinafter referred to as "Grantor:"

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of property located in the Township of Canton, Wayne County, Michigan, more particularly described as:

Lots 1 through 34, both inclusive, Camden Park Subdivision, a part of the N.W. 1/4 of Section 24, T. 2 S., R. 8 E., Canton Township, Wayne County, Michigan, according to the Plat thereof recorded in Liber 108, Pages 77 through 79 of Plats, Wayne County Records.

95196090

WHEREAS, this property is being developed by the Grantor for a single family subdivision to be known as Camden Park Subdivision, consisting of Lots 1 through 34 inclusive.

WHEREAS, it is necessary to establish binding restrictions applicable to all property within the Subdivision to insure the rights of the property owners therein, and

WHEREAS, it is the purpose and intention of these Restrictions that Lots 1 through 34 inclusive, of the Camden Park Subdivision, shall be held and/or conveyed subject to the restrictions contained herein.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the Grantor, its successors and assigns, and all intending purchasers and future Grantees of the various lots comprising the Subdivision, the Grantor, for itself, its successors

489
609

and assigns, does hereby publish, declare and make known to all intending purchasers and future Grantees of the Lots comprising the Subdivision, that the same will and shall be used, owned, held and/or sold expressly subject to the following conditions, easements, covenants, restrictions and easements, which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots, and shall run with the land and be binding upon all Grantees of individual Lots in the Subdivision and on their respective heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. DEFINITION OF TERMS.

The words and phrases below are defined as follows:

- a. "Association" shall mean and refer to Camden Park Property Owners Association, a Michigan non-profit corporation, its successors and assigns;
- b. "Builder" shall mean and refer to any person or entity who acquires a residential lot for the purpose of engaging in and does engage in the business of constructing residential buildings for the purpose of resale and not for his or its own use;
- c. "By-Laws" shall mean and refer to the By-Laws of the Association;
- d. "Committee" shall mean the Architectural Review Committee;
- e. "Common Areas" shall mean the cul de sac on Worthington Road; Camden Park on either side of Fellows Creek, which also includes two storm water detention areas and the 50' Landscape Buffer Easement along Lotz Road.
- f. "Declaration" shall mean and refer to this Declaration of Restrictions and any amendments as recorded in the office of the Wayne County Register of Deeds, State of Michigan;

g. "Grantee" shall mean and refer to the record owner, whether one or more persons or entities, of any subdivision lot. When more than one person or entity is the Grantee of a subdivision lot all such persons or entities shall be members. If any subdivision lot is sold on a land contract, then the land contract purchaser shall be considered the Grantee. Those persons having any interest in a subdivision lot merely as security for the performance of an obligation are not included;

h. "Grantor" shall mean and refer to Palmer Development, Inc., a Michigan Corporation, and its successors and assigns.

i. "Lot" shall mean and refer to any numbered lot shown on the recorded plat of the Subdivision.

j. "Member" shall mean and refer to every person or entity who or which is a record owner of a fee or undivided fee interest in any lot, but not including any owner who has sold his or its interest under an executory land contract. During such time as such a land contract is in force, the land contract vendee shall be considered to be the member of the Association.

k. "Plat" shall mean and refer to the plat of the subdivision, recorded or to be recorded in the office of the Wayne County Register of Deeds.

l. "Subdivision" shall mean and refer to Lots 1 through 34 inclusive, of Camden Park Subdivision.

m. "Township" shall mean the Township of Canton.

ARTICLE II

CAMDEN PARK PROPERTY OWNERS ASSOCIATION

Section 1. ASSOCIATION. The Camden Park Property Owners Association is hereby established and shall hereinafter be referred to as the "Association."

Section 2. POWERS OF THE ASSOCIATION. Such Association shall be organized as a non-profit corporation for a perpetual term under the Laws of the State of Michigan, and shall be so

incorporated within thirty (30) days following the recording of this Declaration. The Association shall have such powers as are granted to it by this Declaration and such other powers as shall be set forth in its By-Laws.

Section 3. MEMBERSHIP. Membership in the Association shall be mandatory for each owner of a single family lot, which shall also include the Grantor.

Section 4. LOT SPLITS OR CONSOLIDATION. If property has been attached or detached from any lot then the enlarged lots shall be deemed to be a "lot" as provided in ARTICLE I. "Definitions." Further two (2) or more lots which are combined into a single home site shall be deemed to be one (1) "lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 5. VOTING RIGHTS. The Association shall have one (1) class of voting membership, Each member shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person holds any such interest in a lot all such persons shall be members. The one (1) vote for such lot shall be exercised as they, among themselves, determine. Notwithstanding the foregoing, the Grantor shall be entitled to three (3) votes for each lot in which it holds the interest required for membership in order to assure the early initial development of Camden Park Subdivision.

Section 6. ASSESSMENT FEE. All of the owners of residential lots in the development shall be subject to an annual assessment fee to be paid by the respective owners of the lots to the Association, annually, in advance, on the first day of January in each year, commencing with the January following the issuance of a Certificate of Occupancy for the first dwelling. The amount of said annual assessment fee is established at a minimum of \$100.00 per lot, and said fee may be adjusted from year to year by the Board of Directors as the needs of the Association require, but, in

no event shall the annual fee be more than \$200.00 per lot, except by the approval and consent in writing of 51% of the members of the Association, which approval and consent shall make such additional assessment binding upon all of the owners of the lots in Camden Park Subdivision.

Section 7. USE OF ASSESSMENT FUND. The annual assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: For the improvement and maintenance of the common areas; for the installation and maintenance of entrance markers, landscaping around entrance markers and maintaining the 50' Landscape Buffer Easement along Lotz Road, for maintaining drainage facilities which service the subdivision, and for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the members; for the enforcement of this Declaration or any other building restrictions applicable to said property; or for any other purpose within the purposes for which the Association is incorporated.

Section 8. LATE CHARGE. All assessment charges which shall remain due and unpaid for thirty (30) days after the date that they are due, shall thereafter be subject to a late charge as determined by the Board of Directors.

Section 9. LIEN. It is expressly understood and agreed that the annual assessment charge shall be a lien and encumbrance on the lot with respect to which said charge is made, and it is expressly agreed that by the acceptance of title or entering into a land contract for the purchase of any of the said lots, the owner from that time on shall be held to have covenanted and agreed to pay the Association all charges provided for herein which were then due and unpaid to the time of his or its acquiring the title or entering into a land contract, and all such charges thereafter falling due during his or its ownership thereof. A certificate in writing issued by the Association or its agent

shall be given upon demand to any owner or prospective purchaser liable or who may be liable for said charges, which shall set forth the status of said charges.

Section 10. SUBORDINATION OF LIEN. The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien.

Section 11. COLLECTION OF ASSESSMENT CHARGES. By his or its acceptance of title, each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable or otherwise, which may, in the opinion of the Association, be necessary or advisable for the collection of the assessment charge.

Section 12. AGREEMENT FOR MAINTENANCE OF STORM DRAINAGE FACILITIES. The Grantor has entered into an agreement with the Township of Canton, to provide for the maintenance of the storm water retention basin situated in the Subdivision, as established by the Plat ("Agreement for Maintenance of Storm Drainage Facilities"). The Agreement for Maintenance of Storm Drainage Facilities is binding upon the Grantor and the Association and each Grantee of any Lot. Notwithstanding any limitation on assessments to the contrary, the Township of Canton shall have the right, but not the duty, pursuant to the Agreement for Maintenance of Storm Drainage Facilities, to assess the Grantees of any Lot, including the Grantor or any Builder, for the costs of maintaining the storm water retention facilities, upon the failure of the Grantor or the Association to maintain the same. Any charge imposed by the Township of Canton on the Grantor for failure of the Association to maintain the storm water retention facilities may be charged by the Grantor to the Association and shall be payable as an additional assessment by the Grantees, including Builders.

In addition to the other methods of collection, the Township of Canton shall have the right to place such assessment on

the municipal tax rolls of the properties and the Lots and collect the same in the same manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township of Canton, and the rights and remedies provided to the Township of Canton by statute, ordinance, agreement or other provisions of the Declaration shall be preserved.

Section 13. AGREEMENT FOR MAINTENANCE OF SUBDIVISION LANDSCAPING: The Grantor has entered into an agreement with the Township of Canton to provide for maintenance of landscaping in the Subdivision and in Rights-of-way within the Subdivision (the 'Agreement for Maintenance of Subdivision Landscaping"). The Agreement for Maintenance of Subdivision Landscaping is binding upon the Grantor and the Association and each Grantee of ny Lot. Notwithstanding any limitation on assessments to the contrary, the Township of Canton shall have the right, but not the duty, pursuant to the Agreement for Maintenance of Subdivision Landscaping, to assess the Grantees of any Lot, including the Grantor or any Builder, for the cost of maintaining the landscaping, and upon the Grantor or Association to maintain the same. Any charge imposed by the Township of Canton on the Grantor for failure of the Association to maintain the landscaping may be charged by the Grantor to the Association, and shall be payable as additional assessment by the Grantees, including Builders.

In addition to the other methods of collection, the Township of Canton shall have the right to place such assessment on the municipal tax rolls of the properties and the Lots and collect the same in the manner as any property tax or assessment. The foregoing shall not be the exclusive right or remedy of the Township of Canton, and the rights and remedies provided to the Township of Canton by statute, ordinance, agreement or other provisions of the Declaration shall be preserved.

ARTICLE III

ARCHITECTURAL REVIEW

Section 1. ARCHITECTURAL REVIEW COMMITTEE. No building, fence, wall, deck, swimming pool, outbuilding or other structure, shall be commenced, erected or maintained on any lot until the plans and specifications showing the kind, size, shape, height, colors, materials, topography and location of the same on the lot shall have been submitted to and approved in writing by the Committee. The Committee shall be composed of three (3) persons appointed by the Grantor. Committee members are not required to be members of the Association, and may be employees, officers, directors, agents or affiliates of the Grantor. Each member of the Committee shall serve until he or she resigns and is replaced by a subsequent appointee. The Grantor shall delegate or assign its power of appointment of Committee members to its successors, assigns or to the Association after all lots in the subdivision have been sold. The Grantor may make such delegation at any time sooner in its sole discretion.

Neither the Grantor nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

Section 2. PRELIMINARY PLANS. Preliminary plans may first be submitted to the Committee for preliminary approval.

Section 3. PLANS AND SPECIFICATIONS. Plans and specifications for final approval by the Committee shall include the following:

- a. Complete plans and specifications sufficient to secure a building permit in the Township, including a dimensional plot plan showing the lot and placement of all improvements;
- b. Front elevation, side elevation and rear elevation of the building, plus elevations of any walls and fences;
- c. A perspective drawing, if deemed necessary by the Committee, to interpret adequately the exterior design;

d. Data as to size, materials, colors and texture of all exteriors, including roof coverings and any fences and walls;

e. One set of blueprints to be left with the Committee until construction is completed;

f. Any other data, drawings or materials which the Committee requests in order to fulfill its function.

Section 4. COMPLIANCE WITH BUILDING AND USE RESTRICTIONS.

No approval of the Committee shall be valid if the structure or improvement violates any of the restrictions set forth in Article IV of this DECLARATION, except in cases where waivers have been granted as provided for in the said Article.

Section 5. DISAPPROVAL OF PLANS OR IMPROVEMENTS. The Committee may disapprove plans because of non-compliance with any of the restrictions set forth in Article IV of this Declaration, or because of dissatisfaction with the grading and drainage plan, the location of the structure on the Lot, the materials used, the color scheme, the finish, design, proportion, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing, which, in the judgment of the Committee, would render the proposed improvement or alteration inharmonious with or out of keeping with the objectives of the Committee, the Subdivision, or with improvements erected or to be erected on other lots in the subdivision, including purely aesthetic considerations.

Section 6. APPROVAL TIME SCHEDULE. In the event the Committee fails to approve or disapprove plans within thirty (30) days after proper submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in this document shall apply and remain in force as to such plans.

Section 7. COMMITTEE APPROVAL. Committee approval shall be deemed given if the plans and specifications submitted for approval are marked or stamped as having been finally approved by

the Committee and are dated and signed by two (2) members of the Committee who were validly serving on the Committee on the date of such approval.

ARTICLE IV.

BUILDING AND USE RESTRICTIONS

Section 1. USE OF LOTS. All lots shall be used for single family residential purposes only and no building of any kind whatsoever shall be erected, re-erected, moved or maintained thereon except one single family dwelling house and appurtenant attached structures on each lot as hereinafter provided. Each house shall be designed and erected for occupation by a single private family. A private attached garage for the sole use of the occupants of the lot upon which the garage is erected must also be erected and maintained. Lessees of any lot shall be subject to the terms and conditions of this Declaration, the By-Laws and all rules and regulations promulgated pursuant to this Declaration and the By-Laws of the Association, all of which shall be incorporated into the lease of any lot by reference, and any violation of the same by a lessee shall be deemed to be a violation by the lessor-Grantee and subject that Grantee to the same penalties and sanctions as if the Grantee himself violated the Declaration, By-Laws or any rules and regulations of the Association.

Section 2. CHARACTER AND SIZE OF BUILDINGS. All dwellings must have a minimum floor area as follows: In the case of a dwelling with a basement, the minimum square footage shall be 1,300. In the case of a dwelling with no basement, the minimum square footage shall be 1,500. No building greater than two (2) stories shall be constructed. All computations of square footage for determination of the permissibility of erection of residences under this section shall be exclusive of basements, attics, utility rooms, garages, porches or similar areas which are not normally classified as living areas. All garages must be attached

or architecturally related to the dwelling. No garage shall provide space for less than two (2) nor more than three (3) automobiles.

Section 3. TOWNSHIP REQUIREMENTS. All structures shall be located so that the required setback distances, as outlined in the Township of Canton Zoning Ordinances, are met. In addition, all structures must conform to the Township requirement for building height, number of stories, allowable lot coverage and other applicable ordinances.

Approval of a variance by the Committee and the Township permitting front, rear or side yards smaller than the above minimums shall be deemed a valid waiver of this restriction.

Section 4. LOT SPLITS. Lot splits are permitted, provided that the resulting parcels must include at least one entire lot, and must also comply with Section 263 of the Subdivision Control Act of 1967, being Act No. 288 of the Public Acts of 1967, or provisions of succeeding law, if any.

Section 5. MAINTENANCE OF IMPROVEMENTS. Each Grantee shall keep all improvements on his lot in good condition and in good repair at all times.

Section 6. ANIMALS. No farm animals, livestock or wild animals shall be kept, bred or harbored on any lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept by the Grantee and members of his household so long as such pets shall have such care so as not to be objectionable or offensive to others due to noise, odor or unsanitary conditions. Any domestic animal kept by a Grantee of a lot shall be kept either on a leash or in a run or pen, and shall not be allowed to run loose or unattended. No runs or pens shall be permitted to be erected or maintained unless located within the rear yard adjacent to a wall of the main dwelling or garage and facing the rear or the interior of the lot, nor shall such runs or pens extend beyond the end of the dwelling

or garage into the side yard. The exterior of the fence must be landscaped with plantings to screen the view of adjoining lots.

Section 7. WEAPONS. No Grantee of a lot shall use or discharge within the subdivision, nor shall he or she permit or suffer any occupant of any lot which he or she owns, or his or her or their invitees or guests, to use or discharge within the subdivision any B-B guns, firearms, rifles, shotguns, handguns, pellet guns, cross-bows or archery equipment.

Section 8. SIGHT LINES. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the lot lines and a line connecting them at points twenty-five (25) feet from the intersection of the lot lines, or in the case of a rounded property corner, from the intersection of the lot lines as though extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

Section 9. TEMPORARY STRUCTURES. Trailers, shacks, barns or any temporary buildings of any description whatsoever are expressly prohibited and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Grantor, any builder or their subcontractors contracting with any Grantee, may erect temporary storage buildings for materials and supplies to be used in the construction of houses during the period when new houses are under construction in the subdivision by the Grantor, builder or sub-contractor.

Section 10. GENERAL CONDITIONS The following general conditions shall be in effect:

a. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same

shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the roadside for more than twenty-four (24) hours in any one week.

b. No house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles or camping trailers, horse trailers or other utility trailers or vehicles may be parked on or stored on any lot unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the subdivision except while making normal deliveries or pickups in the normal course of business. However, a construction trailer may be maintained by each builder or sub-contractor contracting with any Grantee during the period when new houses are under construction in the subdivision by the builder or sub-contractor.

c. The grade of any Lot in the subdivision may not be changed after original construction without the written consent of the Committee and the Township.

d. All swimming pools must be approved by the Architectural Control Committee. All swimming pools must be constructed so that they drain into the storm sewer system only.

e. All new utility lines, including electric, gas, telephone and cable television, must be installed underground.

Section 11. SALES AGENCY AND/OR BUSINESS OFFICE. Notwithstanding anything to the contrary herein, the Grantor and/or any builders may construct and maintain a sales agency and/or a business office on any lots which they may own, or may use a model house for such purposes. The Grantor and/or such builders may continue to maintain such a facility for use as long as they have an ownership interest in any lot.

Section 12. LEASE RESTRICTIONS. No Grantee shall lease and/or sublet less than the whole of any dwelling on said lot. No lease shall be for a period less than one (1) year.

Section 13. EXTERIOR SURFACE OF DWELLINGS. The visible

exterior walls of all dwelling structures shall be made of wood, brick, brick veneer, cut stone, or of any combination thereof. Fieldstone, ledge rock or stucco may also be used, so long as any of these materials alone, or in combination, do not exceed fifty per cent (50%) of the total of all visible exterior walls. The Committee may grant such exceptions to this restriction as it deems suitable. The use of aluminum, asphalt, cement block, cinder, slag, plywood (unless finished in an approved imitation stucco or similar appearance), or imitation brick is prohibited. Windows and doors made of unpainted aluminum or non-factory painted aluminum are prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls.

Section 14. FENCES. No fences of any kind shall be permitted to be erected, maintained or placed upon any lot or lot line without the written consent of the Committee and the Township. As to those fences which may be approved by the Committee, no fence shall be more than forty-eight inches (48") in height. Solid or stockade type fences are specifically prohibited. Fences shall not be permitted until all construction on adjoining lots has been completed.

Section 15. SIGNS. No sign or billboard of any kind shall be placed, erected or maintained on any lot. The provisions of this paragraph shall not apply to such signs as may be installed or erected on any lot by Grantor or any builder during such period as any residence is being used as a model or for display purposes or for purposes of resale by any Grantee.

Section 16. DRIVEWAYS. All driveways, aprons and parking areas must be paved with concrete, asphalt or brick pavers in the exclusive discretion of the Committee. The Committee has the right to waive any of these requirements, at the exclusive option of the Committee. The driveways must be completed within six (6) months of occupancy.

Section 17. DESTRUCTION OF BUILDING BY FIRE, ETC. Any

debris resulting from the destruction in whole or in part of any dwelling or building on any lot shall be removed with all reasonable dispatch from such lot in order to prevent an unsightly or unsafe condition.

Section 18. LANDSCAPING. All landscaping must be installed within one (1) year after a Grantee of any Lot takes occupancy.

Section 19. LIABILITY. The Association shall maintain liability insurance in sufficient amounts for the purpose of protecting itself, as well as the Grantees, the Grantor, Builders and the Township of Canton, from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage or casualty to personal property while in the Common Areas or on any property under the jurisdiction or control of the Association. Any liability insurance shall name the Grantees, the Grantors, Builders and the Township of Canton as additional insured. The Township shall be insured in an amount which is acceptable to it. Proof of insurance shall be provided to the Township on an annual basis.

ARTICLE V.

RESTRICTIONS ON THE DISPOSAL OF TRASH,

RUBBISH AND CHEMICALS

Section 1. LITTER AND POLLUTION. No Grantee shall throw or allow to accumulate on his or any other lot or the water retention area, trash, refuse or rubbish of any kind. No Grantee shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline or petroleum distillates in, over or within the subdivision or the sanitary or storm sewer drains serving the subdivision.

ARTICLE VI.

GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Grantor, the Association or any Grantee shall have the right to enforce all restrictions and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Grantor, the Association or any

Grantee to enforce any covenant or restriction herein contained shall in no event be deemed an estoppel or a waiver of the right to do so thereafter.

The Grantor or the Association shall have the right to enter upon any lot for the purposes of mowing, cutting, weeding or removing any unsightly growth which in the opinion of the Grantor or the Association detracts from the overall attractiveness of the health and welfare of the subdivision. The Grantor or the Association may enter upon the lots for the purpose of removing any debris or trash from the lot. The Grantor or the Association shall be under no obligation to take such affirmative action. The Grantor or the Association shall provide the Grantee seventy-two (72) hours notice prior to entry upon any such lot, except in the event of emergency threatening health or safety, in which case no prior notice shall be necessary. Any costs incurred in such action by the Grantor or Association shall be chargeable against the Grantee and shall constitute a lien against the lot.

Section 2. SEVERABILITY. Invalidation of any one of these restrictions by judgment or court order shall not affect any other provisions, which remaining provisions shall continue in full force and effect.

Section 3. AMENDMENT. The covenants, restrictions and conditions 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 an additional period of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven per cent (67%) of the Grantees, and thereafter by an instrument signed by not less than fifty-one per cent (51%) of the Grantees, except that amendments made by the Grantor for the purpose of adding residential Lots and/or Common Areas to the Association and making this Declaration apply to such Lots and/or Common Areas, or amendments made for the purpose of

clarifying this Declaration or correcting typographic or semantic errors or errors of survey contained therein, shall not require the vote or signature of any Grantees, the Association or any Members thereof. No amendment may be adopted without the consent of the Grantor at any time in which it owns (1) or more Lots in the Subdivision. No provision of the Declaration which specifically applies to or grants rights to the Township of Canton may be released, changed, modified or amended without the express written consent of the Township of Canton. Any amendment must be recorded with the Wayne county Register of Deeds before the amendment becomes effective.

Section 4. ASSIGNMENT OR TRANSFER OF RIGHTS AND POWERS.

Except as expressly limited by the Declaration, the Grantor reserves the right to assign to the Association, in whole or in part, from time to time, any or all of the rights, powers, titles, easements and estates hereby reserved or given to the Grantor, including the right and power to approve or disapprove any use, act, proposed action, or any other matter or thing. Any such assignment or transfer shall be made by appropriate instrument, in writing, and such assignee shall thereupon have the same rights and powers, and be subject to the same obligations and duties as herein given, reserved to and assumed by the Grantor in connection with the rights, powers and easements so assigned, and such instrument when executed by such assignee shall, without further act, release the Grantor from all obligations, duties and liabilities in connection therewith. The Grantor shall assign or transfer all such rights and powers no later than upon sale of one hundred per cent (100%) of all lots in the subdivision to persons other than builders, except for appointment of members of the Committee, which shall be transferred to the Association in accordance with Article III, Section 1.

Section 5. APPOINTMENT OF GRANTOR AS ATTORNEY IN FACT. All Grantees, their successors and assigns hereby irrevocably appoint

the Grantor as their agent and attorney in fact for the purpose of executing any document necessary to allow Grantor to do anything which Grantor is entitled to do under the terms of this Declaration.

IN WITNESS WHEREOF, the Grantor has executed this Declaration of Restrictions on the date stated above.

WITNESSED:

PALMER DEVELOPMENT, INC.
a Michigan Corporation

Charles G. Tangora
Charles G. Tangora

BY: Lidia Veri
Lidia Veri, Secretary

Barbara L. Guilstorf
Barbara L. Guilstorf

BY: Donato Veri
Donato Veri, Treasurer

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 21th day of February 1995 before me personally appeared Lidia Veri and Donato Veri, who stated under oath that they are the Secretary and Treasurer, respectively, of Palmer Development, Inc., a Michigan Corporation, and that they signed the foregoing Declaration of Restrictions for and on behalf of said Corporation.

Barbara L. Guilstorf
Notary Public, Wayne County, Mich.
Barbara L. Guilstorf
My commission expires: May 5, 1997

Drafted by and when recorded return to:

CHARLES G. TANGORA, ESQ.
33300 Five Mile Road - Suite 210
Livonia, MI 48154
422-5900

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19 SEP 95 10:47 AM

**CAMDEN PARK SUBDIVISION
SUPPLEMENTAL DECLARATION OF COVENANTS
AND RESTRICTIONS**

LIBER 28280 PAGE 607

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS made this 20th day of February, 1995, by **PALMER DEVELOPMENT, INC.** (the "Declarant"), having its principal office at 35189 Vargo, Livonia, MI 48152.

The Declarant hereby declares that these Supplemental Covenants and Restrictions shall run with and bind the lands hereafter described, and shall inure to the benefit of and be enforceable by the owners of any land subject thereto, their respective legal representatives, heirs, successors and assigns, and in accordance with the provisions of Act No. 288, Public Acts of 1967 of the State of Michigan ("Subdivision Control Act of 1967").

W I T N E S S E T H:

A. LAND COVERED BY THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS:

Lots 1 through 34, both inclusive, Camden Park Subdivision, a part of the N.W. 1/4 of Section 24, T. 2 S., R. 8 E., Canton Township, Wayne County, Michigan, according to the Plat thereof recorded in Liber 108, Pages 77 through 79 of Plats, Wayne County Records.

B. SUPPLEMENTAL COVENANTS AND RESTRICTIONS APPLICABLE TO LOTS 1 THROUGH 34, BOTH INCLUSIVE:

1. The recorded Plat of **CAMDEN PARK SUBDIVISION**, above described, indicates the floodplain of the Fellows Creek within, at and below the contour line therefor shown thereon, to wit: Elevation 665.6 (N.G.V. datum) throughout the reaches of the subdivision as established by the Department of Natural Resources of the State of Michigan. All buildings used or capable of being used for residential purposes and occupancy within or affected by the floodplain of **CAMDEN PARK SUBDIVISION** shall:

- (a) Have lower floors, excluding basements, not lower than the elevation of the contour defining the floodplain limits.
- (b) Have openings into the basement not lower than the elevation of the contour defining the floodplain limits; and
- (c) Have basement walls and floors, below the elevation of the contour defining the floodplain limits, watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5, Type A construction and Chapter 6 for Class 1 loads found in "Flood Proofing Regulations" EP 1165 2 314 prepared by the Office of the Chief of Engineers, U.S. Army, Washington, D.C., June, 1972. Figure 5, Page 14.5 of the regulations show typical foundations drainage and waterproofing details. This document is available, at no cost, from the Department of Natural Resources, Land & Water Management Division, Post Office Box 30028, Lansing, Michigan 48909, or Department of the Army, Corps of Engineers, Publications Dept., 890 South Pickett, Alexandria, Virginia 22304; and

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- (d) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building; and
- (e) Be properly anchored to prevent floatation.

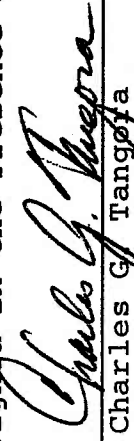
2. No filling or occupation of the floodplain area will be allowed without the approval of the Michigan Department of Natural Resources.

3. The owner and/or occupant of each lot shall maintain the surface area of the easements within his property, including the floodplain of the Fellows Creek, indicated on the Plat of CAMDEN PARK SUBDIVISION to keep grass and weeds cut, to keep the area free of trash, debris, bushes, brush and plantings, and, further, shall take such action as may be necessary to eliminate or minimize surface erosion, including erosion of the slopes within the floodplain of the Fellows Creek, above-described, and to prevent siltation thereof.

4. The foregoing Supplemental Covenants and Restrictions shall run with and bind the lands above-described in perpetuity, and may be enforced in the manner permitted by law by any person or persons owning real property within CAMDEN PARK SUBDIVISION, and by any public body having jurisdiction under the provisions of Section 254 of Act No. 288, Public Acts of 1967 of the State of Michigan, against anyone who has or acquires an interest in the land subject to these Supplemental Covenants and Restrictions.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above set forth.

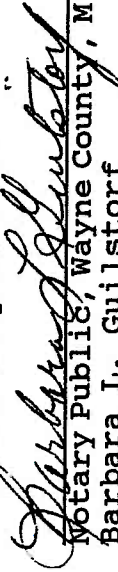
Signed in the Presence of:


 Charles G. Tangora


 Barbara L. Guilstorf

STATE OF MICHIGAN)
)
 COUNTY OF WAYNE)

The within instrument was acknowledged before me this 20th day of February, 1995, by LIDIA VERI, Secretary, and DONATO VERI, Treasurer of PALMER DEVELOPMENT, INC., a Michigan Corporation, for and on behalf of said corporation.

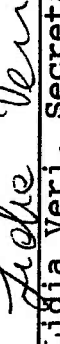

 Notary Public, Wayne County, Michigan
 Barbara L. Guilstorf
 My commission expires: 5/5/97

Instrument drafted by
 and when recorded
 return to:

CHARLES G. TANGORA, ESQ.
 33300 Five Mile Road - Suite 210
 Livonia, MI 48154

Signed by:

PALMER DEVELOPMENT, INC.
 a Michigan Corporation

BY: 
 Lidia Veri, Secretary

BY: 
 Donato Veri, Treasurer

**ASSIGNMENT OF GRANTOR'S RIGHTS
AND RELEASE AGREEMENT**

APRIL THIS AGREEMENT, made and entered into this 18 day of APRIL, 1996, by and between PALMER DEVELOPMENT, INC., a Michigan Corporation, of 35189 Vargo, Livonia, MI 48152 (DEVELOPER) and CAMDEN PARK PROPERTY OWNERS ASSOCIATION, a Michigan Non-Profit Corporation, whose address will be established by the Board of Directors at its next meeting (ASSOCIATION).

\$ 4.00 REMONUMENTATION
\$ 10.00 FEE
8 JUL 96 8:07 A.M. RECEIPT

WITNESSETH:

FOREST E. YOUNGBLOOD, REGISTERED
WAYNE COUNTY, MI 1
through 34 Camden Park Subdivision, recorded on September 15, 1995, in Liber 108, Pages 77, 78 and 79 of Wayne County Records; and

WHEREAS, the DEVELOPER has also recorded the Declaration of Restrictions for Camden Park Subdivision, on September 18, 1995, in Liber 28280, Pages 589 through 606, inclusive, Wayne County Records, and also recorded the Supplemental Declaration of Restrictions on September 18, 1995, in Liber 28280, Pages 607 and 608; and

WHEREAS, the DEVELOPER further filed Articles of Incorporation on October 25, 1995, to form Camden Park Property Owners Association under the provisions of the Michigan Non-Profit Corporation Act (Act 62, Public Acts of 1982, as Amended); and

WHEREAS, under Article VI, Section 4. of the Declaration of Restrictions for Camden Park Subdivision, the DEVELOPER has the right and the desire to assign the ASSOCIATION all of its rights, power, titles, easements and estates reserved to the GRANTOR in said Restrictions; and

WHEREAS, the ASSOCIATION is willing to accept such assignment and will undertake all of the DEVELOPER'S rights, power, title, easements and estates being assigned.

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and the mutual promises, covenants and conditions enumerated heretofore, the DEVELOPER and the ASSOCIATION hereby agree as follows:

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126

1. The DEVELOPER hereby assigns to the ASSOCIATION all of its rights, powers, titles, easements and estates reserved to the GRANTOR in the Declaration of Restrictions and the Supplemental Declaration of Restrictions for Camden Park Subdivision, which Restrictions were recorded with the Wayne County Register of Deeds office in Liber 28280, Pages 589 through 606, inclusive and in Liber 28280, Pages 607 and 608, inclusive.

2. The ASSOCIATION hereby accepts said assignment, including title to the Common Areas, in its "as is" condition, and agrees to assume all of the obligations and duties of the GRANTOR pursuant to the said Declaration of Restrictions.

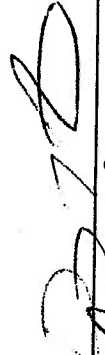
3. The ASSOCIATION hereby releases the DEVELOPER from all such obligations, duties and liabilities in connection therewith by its assumption of these rights and powers.

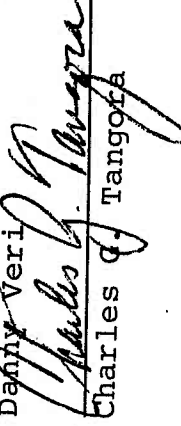
4. The DEVELOPER and the ASSOCIATION hereby agree to indemnify and hold the other harmless from and against any and all loss, damages and expenses whatsoever incurred in connection with the breach of any warranty, representation or covenant set forth herein.

5. This Agreement shall be binding upon and shall inure to the benefit of the DEVELOPER and the ASSOCIATION and its respective successors and assigns.

IN WITNESS WHEREOF, the DEVELOPER and ASSOCIATION have executed this Agreement on the date and year first above written.

WITNESSED:




Danny Veri


Charles G. Tangora

DEVELOPER:


PALMER DEVELOPMENT, INC.,
a Michigan Corporation

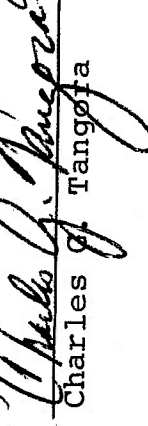
BY: 

Lidia Veri, President

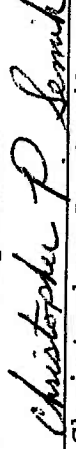
ASSOCIATION:

CAMDEN PARK PROPERTY OWNERS
ASSOCIATION, a Michigan
Non-Profit Corporation



Barbara L. Guilstorf


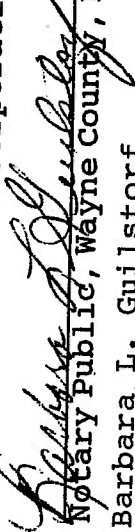
Charles G. Tangora

BY: 

Christopher P. Semik, President


STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

Subscribed and sworn to before me this 18th day of April, 1996, by LIDIA VERI, President of PALMER DEVELOPMENT, INC., a Michigan Corporation, for and on behalf of said corporation.


Notary Public, Wayne County, Michigan
Barbara L. Guilstorff
My commission expires: 5/5/97

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

Subscribed and sworn to before me this 18th day of April, 1996, by Christopher P. Semik, President of CAMDEN PARK SUBDIVISION HOMEOWNERS ASSOCIATION, a Michigan Non-Profit Corporation, for and on behalf of said corporation.


Notary Public, Wayne County, Michigan
Barbara L. Guilstorff
My commission expires: 5/5/97

Instrument drafted by and
and when recorded return to: CHARLES G. TANGORA, ESQ.
33300 Five Mile Road - Suite 210
Livonia, MI 48154

RE-RECORD

LIBER 28280 PAGE 614

AGREEMENT FOR MAINTENANCE OF STORM DRAINAGE FACILITIES

LIBER 28285 PAGE 611

This Agreement for Maintenance of Storm Drainage Facilities (the "Agreement") made this 25 day of February, 1995, by and between the Charter Township of Canton, a Michigan Municipal Corporation (the "Township"), having its principal office at 1150 South Canton Center Road, Canton, Michigan 48188, and PALMER DEVELOPMENT, INC., a Michigan Corporation (the "Developer"), having its principal office at 35189 Vargo, Livonia, Michigan 48152.

RECITALS

A. The Developer is the owner of certain real property situated in the Township of Canton (the "Land"), as more particularly described on Exhibit A attached hereto.

B. The Developer proposes to use and develop the Subdivision Parcel for a residential subdivision consisting of 34 lots (the "Lots"), and appurtenant public streets, to be known as Camden Park Subdivision (the "Subdivision"), in accordance with the proposed plat of the Subdivision (the "Plat"), as approved by the Township.

C. The Developer proposes to establish a mandatory homeowners' association (the "Association") in the form of a Michigan Non-Profit Membership Corporation, with assessment powers, to be known as Camden Park Property Owners Association, to be organized and established concurrently with the development of the Subdivision, and consisting of each Lot owner in the Subdivision (the "Owners").

D. The powers and duties of the Association, including the authority of the Association to levy annual and special assessments upon and against each Lot and Owner for the maintenance of common areas of the Subdivision, and for other purposes, will be more particularly described in (i) the Articles of Incorporation of the Association (the "Articles"), in the form of Exhibit "B" attached hereto; and (ii) the Declaration of Covenants and Restrictions in connection with the Subdivision (the "Declaration"), in the form of Exhibit "C" attached hereto, to be recorded concurrently with the recording of the Plat.

E. The Subdivision will be served by certain storm drainage facilities to be located upon the Land as described in Exhibit "A," including (i) storm sewer line; and (ii) stormwater sedimentation basins/retention basins and/or detention basins (collectively the "Storm Drainage Facilities") subletting to Fellows Creek.

RE-RECORD

RECORDED TO ADD TO EXHIBIT D

95196093

95197693

RECORDED

RECORD # 170

RECORD OF RECORDS

Handwritten initials/signature

Handwritten numbers: 4129, 1689

F. The Storm Drainage Facilities will be installed by and at the expense of the Developer in accordance with plans and specifications (the "Plans") approved by the Township and the Wayne County Department of Public Services ("Wayne County") and under the inspection of the Township and Wayne County.

G. As a condition of approval of the Plat, Wayne county will require the execution of a Maintenance Agreement between the Township and Wayne County (the "Maintenance Jurisdiction Permit") pursuant to the terms of which the Township would assume responsibility for the maintenance of, and the principal jurisdiction over, the Storm Drainage Facilities.

H. The Developer has asked the Township to execute the Maintenance Agreement and, in pursuance thereof, to accept the easement from the Developer in pertaining to the Storm Drainage Facilities (the "Easement") in the form of Exhibit D attached hereto or in accordance with Easement depicted on plat associated with this project.

I. The Township is willing to accept the Easement and to execute the Maintenance Jurisdiction Permit upon the terms and conditions set forth in this Agreement, including, without limitation, the understanding that, notwithstanding the acceptance of the Easement and the execution of the Maintenance Jurisdiction Permit by the Township, the Association (and not the Township) will be solely and permanently responsible for (i) the operation, maintenance, repair and replacement of the Storm Drainage Facilities; and (ii) the payment of all cost and expenses in regard to the maintenance, operation, improvement, repair and replacement of the Drainage Facilities.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and understandings set forth herein, IT IS HEREBY AGREED AS FOLLOWS:

1. The Township shall accept the Easement and execute the Maintenance Jurisdiction Permit as soon as practicable following the execution of this Agreement.
2. The Storm Drainage Facilities shall be installed by, and at the expense of the Developer, as soon as practicable following the execution of this Agreement and final approval of the improvement to the Subdivision in accordance with the Plans and under the inspection of the Township and Wayne County.

3. The Developer shall (a) file the Articles of Incorporation with the Michigan Department of Commerce; and (b) cause the Association to be appropriately organized as soon as practicable following the execution of this Agreement.

4. Concurrently with the recording of the Plat of the Subdivision, the Developer shall record the Declaration in the Wayne County Records.

5. After all of the Lots in the Subdivision have been sold to persons other than builders (as defined in the Declaration), the Developer shall convey the common areas of the Subdivision to the Association for the common use, benefit and enjoyment of the Owners, subject to the Easement and the Declaration, including, without limitation, the covenants in the Declaration committing the Association to (i) the perpetual maintenance, operation, repair and replacement of the Storm Drainage Facilities to at least the minimum extent required by the Maintenance Jurisdiction Permit; (ii) the payment of all costs and expenses in connection with the maintenance, operation, improvement, repair and replacement of the Storm Drainage Facilities; and (iii) the duty to levy appropriate and sufficient assessments (both annual and special) to defray such costs and expenses.

6. If the Developer or the Association fail to maintain, repair or replace the Storm Drainage Facilities as required by the Declaration or in accordance with the Township's minimum standards, then the Township shall have the right, but not the duty, after ten (10) days written notice to the Developer and Association, to perform the maintenance, repair and replacement. The cost of any such maintenance, repair and replacement shall be billed to the Association and, if not paid within thirty (30) days of billing, may be assessed against the Owners in equal amounts in the same manner as property taxes are assessed and collected.

7. The Developer and the Association, its agents, representatives, successors and assigns shall defend, indemnify and hold the Township harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever hereinafter "claimed," fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Storm Drainage Facility, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by the Township in connection with such claims or the enforcement of this Agreement.

8. The Association shall maintain liability insurance in the sufficient amounts for the purpose of protecting itself as well as the Owners, the Developer and the Township from the burden of any liability resulting from accidents which may cause death or injury to anyone or damage to property while in the common areas of the Subdivision, including the Storm Drainage Facilities. Any liability insurance shall name the Owners, the Developer, Builders and the Township of Canton as additional insureds. The Township shall be insured in an amount which is acceptable to it. Proof of insurance shall be provided to the Township on an annual basis.

9. The Agreement of the Township to approve the Subdivision shall benefit the land and all of the covenants and obligations of Developer shall be deemed to run with the land and be binding on all current and future owners thereof, and this Agreement shall be recorded at Developer's expense with the Wayne County Register of Deeds.

IN WITNESS WHEREOF, the Township and Developer have made and executed this Agreement as of the date first set forth above.

WITNESSES:

Deborah L. Zevack
Deborah L. Zevack

Constance L. Roessler
Constance L. Roessler

CHARTER TOWNSHIP OF CANTON
a Michigan Municipal Corporation

BY: Thomas Y. Bennett
THOMAS Y. BENNETT
Its Supervisor

AND
BY: Jerry D. Bennett
JERRY D. BENNETT
Its Clerk

DEVELOPER:

PALMER DEVELOPMENT, INC.,
a Michigan Corporation

Charles G. Tangora
Charles G. Tangora

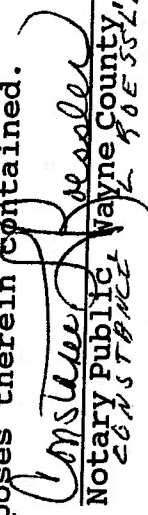
Barbara L. Guilstorf
Barbara L. Guilstorf

BY: Lidia Veri
Lidia Veri, Secretary

BY: Donato Veri
Donato Veri, Treasurer

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss

On this 25th day of August, 1995, before me personally appeared Thomas J. Jack, Supervisor for the Charter Township of Canton, and Terry G. Bennett, Clerk for the Charter Township of Canton, hereinabove named, and known to be to be the persons whose names are subscribed to the within Agreement, and acknowledged that of their own free will they executed the same for the purposes therein contained.


Notary Public, Wayne County, Michigan
BARBARA L. GUILSTORF

My commission expires: 3-2-96

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss

On this 20th day of February, 1995, before me personally appeared Lidia Veri and Donato Veri, as Secretary and Treasurer, respectively, on behalf of Palmer Development, Inc., a Michigan Corporation, hereinabove named, and known to me to be the persons whose names are subscribed to the within Agreement and acknowledged that of their own free will they executed the same for the purposes therein contained.


Notary Public, Wayne County, Michigan
BARBARA L. GUILSTORF

My commission expires: Notary Public, Wayne County, Michigan
My Commission Expires May 5, 1997

Instrument drafted by: Charles G. Tangora, Esq.
33300 Five Mile - Suite 210
Livonia, MI 48154

When recorded return to: Charter Township of Canton
1150 South Canton Center Road
Canton, MI 48188
Attn: Engineering Services

RE-RECORD

LIBER 28280 PAGE 619

EXHIBIT A

LIBER 28285 PAGE 616

LEGAL DESCRIPTION

Lots 1 through 34, both inclusive, Camden Park Subdivision, a part of the N.W. 1/4 of Section 24, T. 2 S., R. 8 E., Canton Township, Wayne County, Michigan, according to the Plat thereof recorded in Liber 108, Pages 77 through 79 of Plats, Wayne County Records.

RE-RECORD