

FOREST BROOK COMMUNITY HOMES ASSOCIATION
THIRD AMENDED
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, hereinafter referred to as the "Declaration", made this 7th day of June 2021, by Forest Brook Community Homes Association, incorporating the former Nos. 1 and 2, whose address is P.O. Box 87864, Canton, Michigan 48187.

WITNESSETH:

WHEREAS, Forest Brook Subdivision No. 1, Lots 1 through 192, both inclusive and Forest Brook Park (private park) part of the Northeast one-quarter (1/4) of Section 27, Town 2 South, Range 8 East, and Forest Brook Subdivision No.2, Lots 193 through 308 inclusive part of the Northeast one-quarter (1/4) of Section 27, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, according to the Plats thereof recorded in Liber 94 pages 57, 58, 59 (Subdivision No. 1) and Liber 95 pages 18 and 19 (Subdivision No. 2), Wayne County Records are the properties comprising the Subdivision.

WHEREAS, the Association 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 park, open space and common facilities therein.

WHEREAS, the Forest Brook Community Homes Association for the benefit of the residential community shall be delegated and assigned the powers of maintaining, administrating the park, open spaces, common areas, and roads and administrating and enforcing the covenants, restrictions, easements, charges and liens and of collecting and disbursing the assessments and charges as set forth in this Declaration.

WHEREAS, the Forest Brook Community Homes Association is a non-profit Corporation for the purpose of exercising the powers and functions of said Association.

ARTICLE I

DEFINITIONS

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

- (a) "ASSOCIATION" shall mean and refer to FOREST BROOK COMMUNITY HOMES ASSOCIATION and any successor thereto.
- (b) "THE PROPERTIES" shall mean FOREST BROOK SUBDIVISION.

- (c) "COMMON AREA(S)" shall mean and refer to those areas of land denoted as the "PRIVATE PARK" on any recorded Plat of the Properties, and intended to be owned by the Association and to be devoted to the common use and enjoyment of the owners of the Properties, and any improvements thereon; as well as the roads and included medians, islands, and cul-de-sacs, within the subdivision; and public easements adjoining and between FOREST BROOK SUBDIVISION and Sheldon and Palmer Roads.
- (d) "LOT" shall mean and refer to any parcel of land shown as such upon any recorded Plat of the Properties, with the exception of the Common Area(s) herein above defined, and otherwise restricted herein for residential purposes and used or to be used for the construction and occupancy thereon of a single-family dwelling in accordance herewith and shall include such dwelling.
- (e) "OWNER" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot, part of the Properties, including land contract vendors, but not including any mortgagee unless and until such mortgagee shall have acquired such fee simple title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure. Where more than one (1) person or entity has an interest in the fee simple title to any Lot, the interest of all such persons collectively shall be that of a single Owner.
- (f) "MEMBER" shall mean and refer to all those owners who are stockholders of the Association, as hereinafter set forth.
- (g) "TOWNSHIP" shall mean and refer to the CHARTER TOWNSHIP OF CANTON, Wayne County, Michigan.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. MEMBERSHIP. Every person, group of persons, or entity who is the owner of a Lot ("homeowner") shall be a Member of the Association. Membership in the Association is and shall be appurtenant to and may not be separated from ownership of any Lot.

SECTION 2. VOTING RIGHTS. Each homeowner is entitled to one vote per Lot owned. If multiple persons are listed as owner on the fee simple title to any Lot, only one of those persons may vote on behalf of the Lot owners at any instance a vote is called.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREA(S)

SECTION 1. MEMBERS EASEMENTS AND ENJOYMENT. Subject to the provisions of Section 3 hereof, following, every Member shall have right and easement of enjoyment in and to the Common Area(s), and such easement shall be appurtenant to and shall pass with the title to every Lot,

SECTION 2. TITLE TO COMMON AREA(S). The Forest Brook Community Homes Association shall retain legal title to the Common Area(s).

SECTION 3. EXTENT OF MEMBERS EASEMENT. The rights and easements of enjoyment of the Members created herein are, and shall be, subject to the following:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area (s); and
- (b) The right of the Association to suspend the voting and enjoyment rights of any Member for any period during which any assessment against his Lot remains unpaid.
- (c) The right of the Association to suspend the voting and enjoyment rights of any Member for a period, not to exceed thirty (30) days for violation of published Association rules and regulations.
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area(s) to any public agency, authority, or utility for such purposes, and subject to such conditions, as may be agreed to by the Members, provided that no such dedication or transfer, or determination as to the conditions thereof, shall be effective unless an instrument signed by the holders of two-thirds (2/3) of all Homeowners, agreeing to such dedication or transfer as to the conditions thereof; and, provided, further, that no such dedication or transfer, or determination as to the conditions thereof, shall be effective unless the prior consent thereto of the CHARTER TOWNSHIP OF CANTON, Wayne County, Michigan, by and through its Township Board, shall have first been obtained.

SECTION 4. DECLARATION OF USE. Any Homeowner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment in and to the Common Area(s).

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. Each Owner of any Lot within The Properties, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges, and the annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person(s) who was the Owner of such Lot at the time when the assessment fell due.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in particular, for the operation, maintenance, management and improvement of the Common Area(s), including, but not limited to, the payment of taxes and insurance thereon, 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(s) and the Association.

SECTION 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENT. Beginning January 1, 2022, the annual assessment shall be \$100 per lot. Beginning October 1, 2022 assessments may be increased by an amount determined necessary by the Board and approved by the assent of a simple majority of those OWNERS present at the Annual Membership Meeting. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association fix the actual annual assessment for any year at an amount less than the maximum herein otherwise permitted.

SECTION 4. UNIFORM RATE OF ASSESSMENT. The annual assessments shall be fixed and established at the same rate for all Lots within The Properties.

SECTION 5. NOTICE FOR ACTION AUTHORIZED UNDER SECTION 3. Written notice for any action authorized under Section 3, means the inclusion of the topic via USPS mailing and/or electronic mailing or notification (vis-à-vis: posting to the Association website) not less than fourteen (14) days prior to the ~~meeting called for such purpose~~ Annual Membership Meeting.

SECTION 6. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER: THE LIEN: REMEDIES OF THE ASSOCIATION. If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on such Lot in the hands of the Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment(s), however, shall remain his personal obligation of the then Owner to pay such assessment(s), however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, compounded daily, and the Association may bring an action of law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment(s) the cost of preparing and filing the complaint in such action, or in connection with such foreclosure, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

SECTION 7. OBLIGATION OF ASSESSMENTS AS COVENANTS RUNNING WITH THE LAND. The obligation to pay annual assessments is hereby re-defined as one which runs with the land and is a continuing obligation of not only the Homeowner (s) but also of anyone who is a successor of interest to said Homeowner(s). A successor in interest shall be deemed to include any person or entity who after the date of recordation of these Covenants and Restrictions shall become the Mortgagee of a Lot within Forest Brook Subdivision and who shall foreclose and thereby gain title to such Lot. The recording of this Revision is constructive Notice to any and all Mortgagees of their liability for unpaid assessments.

ARTICLE V

RESTRICTIONS UPON USE, OCCUPANCY, ETC.

SECTION 1. No Lot subject hereto shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot subject hereto other than one (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars for the sole use of the owner or occupant of the Lot upon which such single-family dwelling and garage shall have been erected. This restriction does not apply to shed authorized by the Township.

SECTION 2. The exterior walls of all dwelling structures shall be constructed of brick or brick veneer stone, or a combination thereof, provided however, that the use of wood or other building materials such as aluminum or vinyl siding, but not including stucco, on the rears or sides of such structures,

above the first floor, in gable ends, on bays and overhangs, or above the window sills, and for trim, decorative and architectural design purposes, shall be permitted.

SECTION 3. Easements for the construction, installation and maintenance of public utilities, and for surface drainage facilities, and for sanitary sewer, storm sewer and water main facilities, and for the MOTT (County) DRAIN, are reserved as shown on the recorded Plat and/or as may otherwise appear of record, and as set forth herein. In addition, easements are hereby specifically reserved to the undersigned through and across a strip of land six (6) feet in width along all rear lot lines and in, through and across a strip of land three (3) feet in width along all side lot lines for the installation, where necessary, and maintenance of telephone and electric lines and conduits, sanitary and storm sewers, water mains, gas lines and for surface drainage purposes, and for the use of a public utility service deemed necessary or advisable by the undersigned. The use of such easements, or parts thereof, may be assigned by the undersigned at any time, to any person, firm, corporation, governmental agency or municipal authority or department furnishing one (1) or more of the foregoing services and/or facilities, and any such easement herein reserved may be relinquished and waived, in whole or in part, by the undersigned by the filing for record of an appropriate instrument of relinquishment. Within all the foregoing easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including electrical and telephone local distribution channels in the easements, nor shall any change which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any lot once established by the builder upon completion of construction of the house thereon. The easement area of each lot and all improvements in it shall be maintained in a presentable condition continuously by the owner of the lot, except for those utilities for which public authority or utility company is responsible, and the owner of the lot shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. No fence shall be installed within the easement area reserved for the MOTT (County) DRAIN without the prior written consent of the CHARTER TOWNSHIP OF CANTON and the WAYNE COUNTY DRAIN COMMISSIONER. There shall be no vehicular access to and/or from LOTS 35 and 36, as described, to and/or from MORTON TAYLOR ROAD, except by means and way of the public street(s) serving such lots. There shall be no vehicular access to and/or from LOTS 69 through 83, both inclusive, above described, to and/or from PALMER ROAD, except by means and way of the public street(s) serving such lots. There shall be no vehicular access to and/or from LOT 1 and LOTS 84 through 98, both inclusive, as described to and/or from SHELDON ROAD, except by means and way of the public street(s) serving such lots.

SECTION 4. All lots within The Properties shall have a lawn and shrubbery maintained by the owner.

SECTION 5. All public utilities refer to CHARTER TOWNSHIP OF CANTON ORDINANCES.

SECTION 6. No noxious, offensive or harmful activity shall be allowed on any Lot, nor shall anything be maintained thereon which may be or become an annoyance or nuisance to the neighborhood. If such activity requires legal action, the offending Lot Owner shall pay reasonable attorney fees necessitated by their failure to desist or said fees shall become a lien on that Lot.

SECTION 7. The Association hereby incorporates all codes and ordinances enacted by the Township of Canton into these Covenants and further affirmatively states that the Association has the independent right to bring legal action to enjoin any activity which is a violation of said codes and/or ordinances. The

exercise of said rights shall be coupled with the award of reasonable attorney fees as stated in Section 6 immediately above.

SECTION 8. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent.

SECTION 9. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property line extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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 such lines.

ARTICLE VI

GENERAL PROVISIONS

SECTION 1. DURATION. This Declaration and Covenants and Restrictions herein created shall run with and bind the land, and shall insure the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of five (5) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of three (3) years unless an instrument signed by the then Owners of a majority of the Homeowners at the meeting has been recorded, agreeing to change said Covenants and Restrictions in whole or in part; provided, however, that no such agreement and instrument of change shall be effective unless made and recorded at least one (1) year in advance of the effective date of such change, and unless written notice of proposed agreement and furthermore that no such agreement and instrument of change effecting in any way, the Common Area(s) within The Properties shall be effective unless the prior consent thereto of the CHARTER TOWNSHIP OF CANTON, Wayne County, Michigan, by and through its Township Board, shall have first been obtained.

SECTION 2. NOTICES. Any notice required to be send 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 record of the Association at the time of such mailing.

SECTION 3. ENFORCEMENT. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, against the land to enforce any lien created by these Covenants; and failure by the Association or any 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 4. SEVERABILITY. Invalidation of any one (1) or more of these Covenants or Restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and in effect.

END OF PROPOSED CHANGES

The following item has been amended from the original Declaration and the amended Covenants and Restrictions made the 7th day of March 2003:

ARTICLE IV. Section 7.

Drafted by:
Maury Klein
17000 W.10 Mile Rd # 150
Southfield MI 48075

The following item has been amended from the original Declaration and the amended Covenants and Restrictions made the 19th day of July 2012:

Preamble
Article I Section 1 Paragraph (c)
Article II Sections 1 and 2
Article III Section 3 Paragraphs (b) and (c)
Article IV Sections 3, 5 and 6

Drafted by:
Patrick Babcock
PO Box 87864
Canton MI 48187



Patrick Babcock, President of Forest Brook
Community Homeowners Association