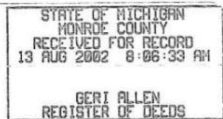


RECEIPT# 10690
\$67.00 X.REST

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
"CROSSCREEKS SUBDIVISION"**

Now come the Lot owners of Crosscreeks Subdivision and state as follows:

WHEREAS Oak Glen, Inc. executed a certain Declaration of Covenants, Conditions and Restrictions on November 4, 1975, which were recorded December 29, 1975, at Liber 697, page 881 in the Register of Deeds' Office Monroe County, Michigan.

WHEREAS that Document was amended by instrument dated May 29, 1976, and recorded June 2, 1976, at Liber 708, page 920; and

WHEREAS, at Article VI, section 3, the aforementioned Declaration provides for amendment by a writing executed by three-fourths of the landowners in Crosscreeks; now

THEREFORE, the Lot owners of properties in Crosscreeks amend Article V, Section 8 of the Declaration of Covenants, Conditions and Restrictions to read as follows:

Any truck (excluding pickups), boat, bus, tent, trailer (of any kind), camper, or other similar housing device - whether operable or not - located, parked, stored, or maintained on any said Lot shall be housed within a garage building.

No truck (excluding pickups), boats, trailers of any kind, campers, or other similar housing device - whether operable or not - shall be parked on any street.

Notwithstanding the foregoing, Lot Owners who have guests visiting them intending to stay in a camper or other form of recreational vehicle, may secure permission from the Board of Directors or its authorized representative, for said guests to park said vehicle upon said Lot owned by said Lot owner or the public street adjacent to said Lot for a period of up to two weeks. Said privilege shall only exist, however, after written permission has been obtained from the Board of Directors or its authorized representative.

The Board of Directors or its authorized representative shall give written notice of a violation to the Lot owner or occupant and said Lot owner or occupant shall have ten (10) days from the date of receipt of said written notice to take whatever actions are necessary to remedy said violation. If said Lot owner does not comply within said ten-day period, the Board of Directors or its authorized representative is hereby granted the right to remove at the expense of the owner thereof, any trucks (excluding pickups) boats, trailers of any kind, campers, or other similar items which are in violation of the terms and provisions hereof. Said Lot owners hereby grant to the Association an express easement for the purpose of going upon the lots of said Lot owners or public streets for the purpose of removing said trucks (excluding pickups), boats, trailers of any kind, campers, or similar items which are in violation of the terms and provisions hereof.



THEREFORE, said Declarations are further amended to add to Article V, a new Section 12, reading as follows:

No motor vehicle (operable or not, and of any kind) shall be parked on the street for the purpose of storing said vehicle. A motor vehicle shall be defined as "stored" if it is parked on any street for a period of 48 hours or more without being moved. All motor vehicles, which are parked on any street, must have legal registration, valid plates, and be in compliance with the law. No motor vehicle shall be maintained or constructed on any street.

Any Lot owner being found in violation of any restriction shall be subject to a \$ 500 fine upon receipt of the third and each subsequent such notification for the same or similar violation within one year.

Said Lot owners hereby grant to the Association an express easement for the purpose of going upon public streets for the purpose of removing said motor vehicles which are stored in violation of the terms and provisions hereof.

Fines shall be in addition to other remedies and recovery of costs to which the Association is and shall be entitled according to the Declaration of Covenants and/or By-Laws of the Association and/or by law.

Such fines are assessments as described by Article IV of the Declaration of Covenants, and together with interest and collection cost, "will be a continuing lien upon the Lot against which each such assessment is made."

THEREFORE, Article VI, Section 1 is further amended to read as follows:

Enforcement. The Board is authorized and empowered to investigate, hear, and determine all complaints concerning violations, which must be written, signed, and dated, and to order compliance with the applicable provisions of the governing documents, or with a board decision. The board is further authorized and empowered to levy and impose a reasonable fine, in an amount not to exceed the maximum rate established by resolution of the Board, against any person who it finds to have committed a violation and to require the non-prevailing party to reimburse the Association and any other prevailing party for its costs, including attorney fees, included in connection with the violation. The Board may take such actions as it deems necessary and appropriate to remedy or abate the violation. If the respondents fail to take any action ordered by the Board to remedy the violation within such reasonable time period as is designated in the order, the Association or its authorized agents shall then have the right to enter upon the owner's Lot to perform any acts for the purpose of remedying or abating the matter set forth in the notice. This shall include removing any vehicle, or other items improperly parked, kept, or stored on the Lot or other portion of the properties in violation of any of the provisions of the governing documents and placing such items in storage at the owner's cost and risk. Neither the Association nor its agents shall be liable for trespass in connection with any action taken, pursuant to this section. Fines and costs levied under this Article, including without limitation the cost to the Association of remedying any violation, shall constitute an assessment which shall be the personal obligation of the respondents against whom they are assessed, shall be secured by a lien upon any Lot belonging to or occupied by such person.



Fines are enacted as follows:

Any Lot owner being found in violation of the Declaration of Covenants, Conditions, and Restrictions of Crosscreeks Owners Association, and having been notified in writing of said violation(s), shall be subject to a \$500 fine upon receipt of the third and each subsequent such notification for the same or similar violation within a year. Similar violations shall be deemed to be those governed within the same Article and Section of the By-Laws.

Fines shall be in addition to other remedies and recovery of costs to which the Association is and/or shall be entitled according to the Declaration of Covenants and/or By-Laws of the Association and/or by law.

Such fines are assessments as described in Article IV of the Declarations of Covenants, Conditions and Restrictions, and together with interest and collection costs, "will be a continuing lien upon the Lot against which each assessment is made."

Witnesses

Lot Owner(s)

Witnesses

Lot Owner(s)

Witnesses

Lot Owner(s)

Witnesses

Lot Owner(s)



07/13/2004 10:32:18 AM
STATE OF MICHIGAN - MONROE COUNTY
RECEIVED FOR RECORD
GERI ALLEN - REGISTER OF DEEDS

RECEIPT# 55958, STATION 1
\$95.00 MISCELLANEOUS



LIBER 2765 PAGE 64

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
"CROSSCREEKS SUBDIVISION"**

Now come the lot owners of Crosscreeks Subdivision and state as follows:

WHEREAS Oak Glen, Inc. executed a certain Declaration of Covenants, Conditions and Restrictions on November 4, 1975, which were recorded December 29, 1975, at Liber 697, page 881 in the Register of Deeds' Office Monroe County, Michigan.

WHEREAS that Document was amended by instrument dated May 29, 1976, and recorded June 2, 1976, at Liber 708, page 920; and

WHEREAS, at Article VI, Section 3, the aforementioned Declaration provides for amendment by a writing executed by three-fourths of the landowners in Crosscreeks; now

THEREFORE, the Lot owners of properties in Crosscreeks amend Article III, Section 2 of the Declaration of Covenants, Conditions and Restrictions to read as follows:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. The owners of commercial Lot number 68 shall have no vote as hereinafter set forth under exceptions. When more than one person holds an interest in any single-family Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to said Lot.

Witnesses

Lot Owner(s)

Witnesses

Lot Owner(s)



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RECEIVED: 09/01/2016 3:34 PM

2016R17638

RECORDED: 09/02/2016 9:20 AM

SHARON D LEMASTERS

OFFICIAL SEAL OF

MONROE COUNTY, MI

PAGES: 41

2 **FOURTH AMENDMENT**

TO

**THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CROSSCREEKS SUBDIVISION**

AFTER RECORDING, RETURN TO:

**TITLE SERVICES, INC.
555 SOUTH RANDALL ROAD
SUITE 100
ST. CHARLES, IL 60174**

venw

41 / 134

Delivered to Monroe Co ROD
& returned for corrections on:
AUG 26 2016

**Fidelity National
Title Company LLC**

AFTER RECORDING, RETURN TO:

**TITLE SERVICES, INC.
555 SOUTH RANDALL ROAD
SUITE 100
ST. CHARLES, IL 60174**

502690

**FOURTH AMENDMENT
TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CROSSCREEKS SUBDIVISION**

THIS FOURTH AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Crosscreeks Subdivision is made as of the 20th day of April, 2016.

Now come the Lot Owners of Crosscreeks Subdivision and state as follows:

WHEREAS, Oakglen, Inc., a Michigan Corporation and development company, made and executed the Declarations of Restrictions and Covenants for Crosscreeks Subdivision, a subdivision in Bedford Township, Monroe County, Michigan. Aforesaid declaration of restrictions were dated November 4, 1975 and were filed on December 2, 1975 in Liber 697 page 881, at the Monroe County Register of Deeds Office; and

WHEREAS, Article VI section 3 states that the "declarations" may be amended after 20 years by an instrument where not less than 75% percent of the Lot Owners must agree to the amendment. The instrument must be recorded in the Monroe County Register of Deeds Office; and

WHEREAS, Oakglen, Inc. as the developer no longer retains ownership of any lot in Crosscreeks Subdivision; and

WHEREAS, the owners of not less than 75% of the lots in Crosscreeks Subdivision desire to amend the restrictions, and this Fourth Amendment to the Declarations of Restrictions of Crosscreeks Subdivision is being executed to make that amendment, herein after referred to as the "Amendment"; and

WHEREAS, the owners of certain lots containing apartment buildings and the Crosscreeks Owners Association (the "Association") wish to remove those lots from the Association.

NOW, THEREFORE, the following owners of not less than three quarters of the lots in Crosscreeks Subdivision hereby make and agree to the following modification to the Restrictions, intending that this Amendment, as executed, shall be recorded at the Monroe County Register of Deeds Office, so as to become an official modification of the Restrictions, as follows:

MODIFICATION

The land shown on the Planned Unit Development map of Crosscreeks in Bedford Township, Monroe County, recorded in Liber 14, Page 8-11, Records of Plats, shall exclude a limited number of Lots from the enforcement and breadth of the Declarations of Covenants, Conditions, and Restrictions of Crosscreeks Subdivision.

Lots: 59 through 79, inclusive, of "Crosscreeks", and the common areas (including the common area legally described in Exhibit A attached hereto, which is referred to herein as the "Withdrawn Common Area") comprised of streets, sidewalks, green spaces and easements connecting said Lots to Sterns Road reserving an easement to the platted subdivision to use of such common areas, according to the plat thereof, as recorded in Liber 14 of Plats, Pages 8 to 11 Monroe County Register of Deeds, shall be excluded from being subject to the Declarations of Covenants of Crosscreeks Subdivision (such property referred to herein as the "Withdrawn Property"). This includes the following apartments and buildings:

Cross Creek Apartments LLC Property: Building 7369 (units 7369, 7371, 7373, 7375); **Building 7377** (units 7377, 7379, 7381, 7383); **Building 7401** (apartments 1-8); **Building 7421** (units 7423, 7425, 7427, 7429, 7431, 7433, 7435, 7437); **Building 7439** (units 7439, 7441, 7443, 7445, 7447, 7449, 7451, 7453); **Building 7495** (units 7495, 7497, 7499, 7501, 7503, 7505, 7507, 7509); **Building 7511** (units 7513, 7515, 7517, 7519, 7521, 7523, 7525, 7527); **Building 7559** (units 7547, 7549, 7551, 7553, 7555, 7557, 7559, 7561); **Building 7420** (apartments 1-8); **Building 7440** (apartments 1-8); **Building 7470** (units 7458, 7460, 7462, 7464, 7466, 7468, 7470, 7472); **Building 7476** (units 7476, 7478, 7480, 7482, 7484, 7486, 7488, 7490); **Building 7494** (units 7494, 7496, 7498, 7500, 7502, 7504, 7506, 7508); **Building 7512** (units 7512, 7514, 7516, 7518, 7520, 7522, 7524, 7526); **Building 7536** (units 7536, 7538, 7540, 7542, 7544, 7546, 7548, 7550); **Building 7552** (units 7554, 7556, 7558, 7560, 7562, 7564, 7566, 7568); **Building 7570** (units 7572, 7574, 7576, 7578, 7580, 7582, 7584, 7586); **Building 7588** (units 7590, 7592, 7594, 7596, 7598, 7600, 7602, 7604); **Decker Property: Building 7385** (units 7385, 7387, 7389, 7391); **Building 7393** (units 7393, 7395, 7397, 7399); **AARG Property: Building 7400** (apartments 1-8); **Building 7459** (units 7459, 7461, 7463, 7465, 7467, 7469, 7471, 7473); **Building 7475** (units 7477, 7479, 7481, 7483, 7485, 7487, 7489, 7491); **ELM Crosscreek Property: Building 7529** (units 7529, 7531, 7533, 7535, 7537, 7539, 7541, 7543).

In connection with such removal, if it is determined that the Association has any interest in the Withdrawn Common Area, then the Association shall convey to Cross Creek Common Land LLC ("CCCL"), an Illinois LLC and an affiliate of an owner of a portion of the Withdrawn

Property, by recordable quit claim deed, all such interest it has in the Withdrawn Common Area. The parties acknowledge that the Withdrawn Common Area is currently common area property surrounded by lots 59 – 67, the majority of which lots are owned by CCCL. The Association shall deliver such deed and such other documents as are reasonably necessary to effect the transfer of the Withdrawn Common Area, promptly upon the full execution and delivery of this Amendment.

The modification and removal of said Lots from the Crosscreeks Owners Association shall run with the land and bind and inure for the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

The respective Lot Owners of the affected Lots shall promptly and timely maintain said Lots and common areas, including mowing and snow removal. There shall further be no storage of vehicles, campers, boats, trailers or similar items on the subject Lots.

Furthermore, said Lots shall be exempt and not subject to Article IV the Covenant for Maintenance Assessments nor shall be subject to any other Article, Covenant, Restriction, or Condition contained under Crosscreeks Declaration of Covenants, Conditions and Restrictions. Said Lots listed above lose membership voting rights and all other rights associated with the covenant and are hereby withdrawn from the enforcement of the covenant. These removed Lots and their owners shall not be a member of Crosscreeks Owners Association which was created by the Declarations of Covenants and shall not be subject or a participant to the Association.

The Owners of the Withdrawn Property shall, upon execution and delivery of this Amendment, pay all dues currently owing by them to the Association. Additionally, CCCL shall pay all reasonable costs and fees incurred by the Association in connection with this Amendment.

REMAINDER OF RESTRICTIONS

The remainder of Restrictions, except for the removal of lots from the covenant listed above, are hereby ratified and affirmed without change.

IN WITNESS WHEREOF, the following owners of not less than three quarters of the lots in Crosscreeks Subdivision hereby approve and agree to this Amendment, and agree that said Amendment shall be recorded and made effective as a modification of the Restrictions. The date of this Amendment shall be the date of the last to execute of the owners of the lots executing this Amendment. The date of each signature of the owners of the lots shall be the date of the notarization below said signature.

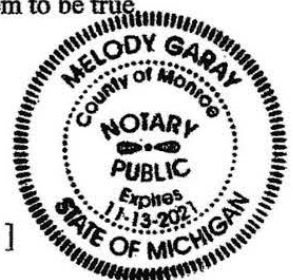
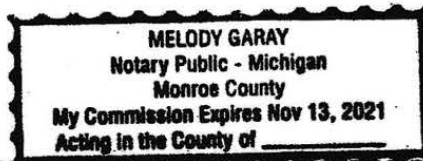
CROSSCREEKS OWNERS ASSOCIATION

By: Jewel D. Patton
Its: President JEWEL D. PATTON

STATE OF MICHIGAN)
) ss:
COUNTY OF MONROE)

On this 16 day of April, 2016, before me personally appeared the above named Jewel D. Patton the President of the Crosscreeks Owners Association and made oath that they have read the foregoing document and subscribed and knows the contents thereof and that the same is true of his own knowledge except as to those matters which are therein stated to be on information and belief, and as to those matters he/she believes them to be true.

Melody Garay
MELODY GARAY Notary Public
Monroe County, Michigan
My Commission Expires: 11-13-21



[SIGNATURES OF LOT OWNERS ON FOLLOWING PAGES]

PREPARED BY:
SUGAR, Felsenthal
GRANIS & Hammer LLP
30 N. LA SALLE ST
CHICAGO IL 60602