



RECEIPT# 10690
\$67.00 X.REST

STATE OF MICHIGAN
MONROE COUNTY
RECEIVED FOR RECORD
13 AUG 2002 8:06:33 AM
GERI ALLEN
REGISTER OF DEEDS

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

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Witnesses

Lot Owner(s)

