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MONROE COUNTY, MI

PAGES: 41

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## 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

*Vendor*

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**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**

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**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 20<sup>th</sup> 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

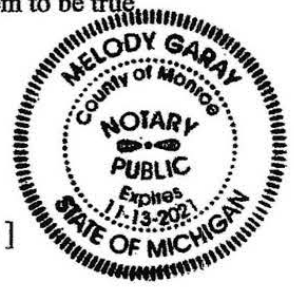
By: Jewel D. Patton  
Its: President JEWEL D. PATTON

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

MELODY GARAY  
Notary Public - Michigan  
Monroe County  
My Commission Expires Nov 13, 2021  
Acting in the County of \_\_\_\_\_



[ SIGNATURES OF LOT OWNERS ON FOLLOWING PAGES ]

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