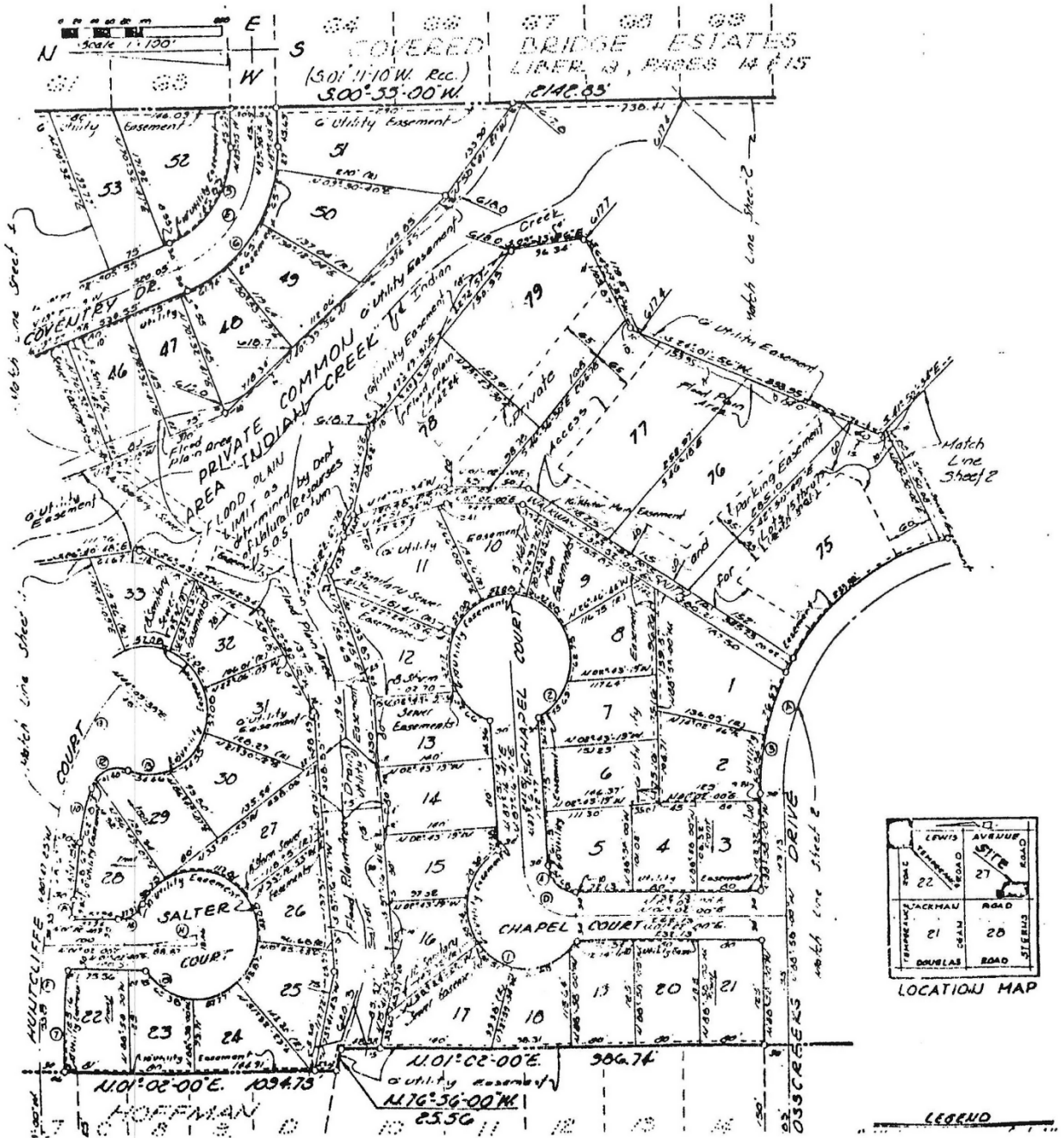


CROSSCREEKS

Liber 14 of Plats, Pages 8 to 11

Monroe County Register of Deeds Office

The streets are dedicated for the use of the public, that the utility easements are private easements, and that all other easements are for the uses shown on the plat; and that Private Common Area Indian Creek, Private Walkway North, and Private Walkway South are for the use of the Lot owner of this plat. All Lots embracing any waters of Indian Creek or Salter Drain are subject to the correlative rights of other riparian owners and to the public trust in these waters. Private Common Area Ryan is for the use of the owners of Lots 59 through 67, both inclusive.



RAISIN VALLEY  
MONROE

E COMPANY

## ARTICLE I – DEFINITIONS

The following is a true and correct copy of Covenants, Conditions, Agreements and Restrictions as recited in instrument dated November 5, 1975, and recorded December 2, 1975, in Liber 697, Pages 881 to 891, Monroe County Register of Deeds Office.

**Section 1.** *"Association"* shall mean and refer to Crosscreeks Owners Association, its successors and assigns.

**Section 2.** *"Owner"* shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 3.** *"Properties"* shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4.** *"Common Area"* shall mean all real property owned by the Association for the common use and enjoyment of the owners. Provided that the Common Area designated as "Common Area Ryan" shall be for the exclusive use of the owners of Lots 59 through 67, both inclusive. Reference and provisions as to "Common Area" throughout these Articles shall not include "Common Area Ryan", which area is specifically excluded as to those provisions concerning "Common Area" wherever they appear herein. Provided that nothing contained herein shall exclude the owners of adjacent Lots thereof for compliance otherwise with the terms of these covenants, conditions and restrictions. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All of that land described as either "Common Area" or "Recreation Area" shown on the Planned Unit Development map of "Crosscreeks" in Bedford Township, Monroe County, Michigan, approved by Board of Zoning Appeals of Township of Bedford, on July 29, 1974, recorded in Liber 14, Page 8 to 11, records of Plats, Monroe County, Michigan.

**Section 5.** *"Lot"* shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, Common Area Ryan, and Recreation Area.

**Section 6.** *"Declarant"* shall mean and refer to OAKGLEN, INC. its successors, and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II – PROPERTY RIGHTS

**Section 1.** *Owner's Easements of Enjoyment.* Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b. the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

**Section 2.** *Delegation of Use.* Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

## ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

**Section 1.** Every owner of Lot which is subject to assessment shall be a member of the Association.

Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The Association shall have two classes of voting membership:

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, provided that the owner or owners of multiple family units on Lots 59 through 79, both inclusive but excluding commercial Lot 68, shall be entitled to one vote for each two dwelling units in each multiple family apartment complex on said described Lots. 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.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b. on August 1, 1979.

#### ARTICLE IV – COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1.** *Creation of the Lien and Personal Obligations of Assessments.* The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2.** *Purpose of Assessments.* The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the properties.

**Section 3.** *Maximum Annual Assessment.* Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$25.00 per Lot on single-family Lots and \$100.00 per eight (8) family unit on Lots 59 through 79, both inclusive but excluding commercial Lot 68.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each Class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c. The Board of Directors may fix the annual assessment at any amount, not in excess of the maximum.

**Section 4.** *Special Assessments for Capital Improvements.* In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5.** *Notice and Quorum for Any Action Authorized Under Sections 3 and 4.* Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all members by regular mail to the address of the property subject to said assessment or other address provided by the owner of said Lots for said notices, not less than 30 days or more than 60 days in advance of the meeting.

At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each Class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the proceeding meeting. No such subsequent meeting shall be held more than 60 days following the proceeding meeting.

**Section 6.** *Uniform Rate of Assessment.* Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Said uniform rate to apply on multiple family Lots as provided in Article III, Section 2, hereof.

**Section 7.** *Date of Commencement of Annual Assessments; Due Dates.* The annual assessments provided for herein shall commence as to all Lot on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent in accordance with Section 5, hereof, to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessment on a specified Lot has been paid.

**Section 8.** *Effect of Nonpayment of Assessments: Remedies of the Association.* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 9.** *Subordination of the Lien to Mortgages.* The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V – BUILDING RESTRICTIONS

**Section 1.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument of amendment is recorded as provided in Article VI, Section 3 hereof.

**Section 2.** All buildings shall be located on Lots in said subdivision in accordance with the setback line shown on plat, in which said Lot is located, which shall be not nearer than 25 feet to the front Lot line and 25 feet to a side street line. Every dwelling on Lots 1 through 40 shall have a side yard of at least 5 feet. Every dwelling shall not be located on any interior Lot nearer than 20 feet to the rear Lot line. A minimum of 10 feet shall be allowed between the dwelling on Lots 1 through 40. A minimum of 20 feet shall be allowed between the dwellings on Lots 41 through 58. Drives shall be not less than 9 feet in width and shall be constructed with black top or concrete.

**Section 3.** The Lots abutting the flood plain of Indian Creek and Salter Drain shall have a flood plain limit elevation for each dwelling unit equivalent to the highest flood plain limit elevation adjacent to said dwelling unit as indicated by or determined from the flood plain limit elevations shown on the recorded plat.

Any buildings used or capable of being used for residential purposes and occupancy within or affected by the flood plain shall:

- a. Have lower floors, excluding basements, a minimum of one (1) foot higher than the elevation of the contour defining the flood plain limits.
- b. Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
- c. Have basement walls and floors, below the elevation of the contour defining the flood plains limits, watertight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits.
- d. Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

e. Be properly anchored to prevent flotation.

The above building restrictions-imposed sections (a) through (e) of this Section 3, shall be observed in perpetuity, excluded from any time limitations and they will not be amended.

**Section 4.** No trailer, basement, tent, shack, garage, barn, housecar, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore as provided herein.

**Section 5.** Animals, livestock, and poultry of any kind shall not be raised, bred, or kept on any Lot except dogs, cats or other household pets may be kept; provided they are not kept, bred, or maintained for commercial purposes and provided that they are so confined that the keeping of them does not become a nuisance.

**Section 6.** No portion of any residential Lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever, and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance, or nuisance in said subdivision.

**Section 7.** No clotheslines shall be located on any Lot except for a removable folding umbrella type.

**Section 8.** Any truck, boat, bus, tent, housecar, camper, trailer, or other similar housing device, if stored on any said Lot, shall be housed within a garage building.

**Section 9.** Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper or glass, or any reclamation products or material, except that during the period a structure is being erected upon any such Lot, building materials to be used in the construction of such structure may be stored thereof, provided however, any building material not incorporated in said structure within ninety (90) days after its delivery to such Lot, shall be removed therefrom. All structures must be completed by an owner within one (1) year of the date of the beginning of the construction thereon. No sod, dirt, or gravel other than that incidental to construction of approved structures, shall be removed from said Lots without the written approval of the Developer, its successors, and assigns.

**Section 10.** No weeds, underbrush, or other unsightly growths or objects of any kind, shall be placed, be permitted to grow, or suffered to remain on any part of said premises. No trash burner, outdoor fireplace or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining Lot line.

**Section 11.** No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained upon any Lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

## ARTICLE VI – GENERAL PROVISIONS

**Section 1.** *Enforcement.* The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver to the right to do so thereafter.

**Section 2.** *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3.** *Amendment.* These Declarations may be amended during the first twenty (20) years by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

**Section 4.** *Annexation.* Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

**section 5.** *FHA/VA Approval.* As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

**ARTICLE VII – OWNERSHIP, MAINTENANCE, IMPROVEMENTS "COMMON AREA RYAN"**

**Section 1.** *Applicability of Previous Articles.* The provisions of Articles I through Article VI hereof, insofar as appropriate, shall apply to Common Area Ryan.

**Section 2.** *Ownership.* The area described as "Common Area Ryan" shall be owned exclusively by the titled owners 59 through 67 both inclusive, hereinafter referred to as "Ryan Owners".

**Section 3.** *Improvements or Amenities.* Any improvements or installation of personal property in the "Common Area Ryan" for the use of the "Owners" shall be approved by two-thirds (2/3) of the "Owners" at a meeting called in accordance with Section 5 hereof.

**Section 4.** *Maintenance.* "Common Area Ryan" shall be maintained by a committee elected for that purpose by "Ryan Owners", each owner of a multiple Lot having 1 vote for each Lot owned.

**Section 5.** *Notice of Meetings.* Written notice of any meeting called for the purpose of taking action to maintain "Common Area Ryan" shall be sent to all owners of Lots 59 through 67 both inclusive by registered mail to the address of the property subject to be assessed for maintenance of said "Common Area Ryan". Said notice shall be mailed not less than 30 days, and no more than 60 days in advance of the meeting called.

**Section 6.** *Quorum.* A simple majority present at the meeting called pursuant to Section 3 of this article shall constitute a quorum for purposes of conducting business at that meeting. Any assessment voted at the meeting duly called shall be a lien on the real property owners of the Lots adjoining said "Common Area Ryan" until paid.

**ARTICLE VIII – MULTIPLE UNIT LOTS**

**Section 1.** *Applicability of Previous Articles.* The provisions of Article I through Article VI thereof, insofar as appropriate, shall apply to the multiple unit Lots.

**Section 2.** *Installation of Parking and Access Areas.* The owners of multiple Lots 59 through 67 and 69 through 79 both inclusive, are required to install the private parking and access areas in accordance with the plan approved by Bedford Township for Crosscreeks Subdivision.

The owners of the said multiple Lots shall maintain the private parking and access areas. The cost thereof shall be divided and borne equally in accordance with the allocation of those easements as shown on the recorded plat of Crosscreeks Subdivision.

Such maintenance shall include the keeping of those areas and right of ways free of snow, ice, rubbish, and obstruction of any nature.

The parking areas and access areas on all premises shall meet at equal grades and no obstructions shall be erected or permitted upon any of the areas which will in any way interfere with the rights granted by such plat as recorded. The owners thereof shall provide adequate drainage and lighting thereon.

**Section 3.** *Use of the Parking in Access Areas.* All owners of the various multiple Lots, their tenants, invitees, licensees, and employees shall have the free use for ingress, egress, and parking on all access and parking easement areas relating to Lots 59 through 67 and Lots 69 through 79 both inclusive, in accordance with the recorded plat of Crosscreeks Subdivision.

**Section 4.** *Emergency Access Area.* An area of at least ten (10) feet on both sides of the side yard lot lines for a distance of twenty-five (25) feet to the front and rear of the adjacent building, shall be kept open and free of any temporary or permanent obstructions to allow passage across said area by emergency vehicles for emergency purposes.

**ARTICLE IX – EXEMPT PROPERTY**

That property shown on the plat as recorded and designated as Lot 68, "Commercial" shall be exempt from the assessments for "Recreation Area" and "Common Area" as set forth herein. The Owners of said Lot 68 designated as Commercial shall have no membership or voting rights afforded to other Lot owners as set forth in Article III hereof.

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

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Crosscreeks Subdivision dated May 29, 1976, and recorded June 2, 1976, in Liber 708, Pages 920 to 921, Monroe County Register of Deeds Office.

WHEREAS, Oak Glen, Inc. has executed the Declaration of Covenants, Conditions, and Restrictions on November 4, 1975, which were recorded on December 29, 1975, in Liber 697, Pages 881 through 891 by the Register of Deeds, Monroe County, Michigan, and

WHEREAS, pursuant to the general provisions of said Declaration of Covenants, Conditions and Restrictions, providing for amendment thereof,

NOW, THEREFORE, the Declaration of Covenants, Conditions, and Restrictions referred to herein are amended by adding under Article V entitled "Building Restrictions" a new provision, which new provision is as follows:

**Section 12.** No television antenna or other type of antenna shall be constructed, installed, erected, placed, or maintained on any Lot or part thereof whether on the land itself or constructed on any improvements on said land.

The foregoing Section is in addition to the previously recorded provisions, which remain in full force and effect.