

THIRD AMENDMENT TO DECLARATION OF
RESTRICTIONS FOR CRESCENT RIDGE
SUBDIVISION NO. 2

Liber 10123 Pg. 693-697

WHEREAS, the Crescent Ridge Subdivision Association, a Michigan Non-Profit Corporation, hereinafter referred to as the "Association" desires to amend the Declaration of Restrictions for Crescent Ridge Subdivision No. 2 for the benefit of all residents of the Subdivision, which is located in the City of Troy, Oakland County, Michigan and more particularly described as:

Lots 225 to 397 inclusive, of Crescent Ridge Subdivision No. 2, part of the East ½ of Section 5, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, according to the Plat thereof, as recorded in Liber 194, Pages 31 through 40 inclusive, Oakland County, Records: hereinafter referred to as "Subdivision No. 2" and 194031 Ent 20-05-281-000

WHEREAS, the Association through its duly elected Board of Directors have obtained an approval of the below stated amendment by written consent of not less than Eighty (80%) percent of the lot owners pursuant to Article XI, Section 3 of the Declaration of Restrictions;

NOW, THEREFORE, in consideration of the premises and the covenants, terms and conditions contained herein, the Restrictions for Subdivision No. 2 are hereby amended, and additional restrictions are hereby established as follows:

1. No swimming pool may be built which is higher than one (1) foot above the existing Lot grade. Above-ground pools of any type or kind are specifically prohibited. (Article VI, Section 12.hi.)
2. Any fence that is expressly permitted under the deed restrictions (such as surrounding a pool as required by local laws/rules) must be constructed of a high quality metal material, be a tubular/bar-type style in either a bronzed or black color, and be no more than 48" tall. Plans for pool fencing must be reviewed and approved in writing by the Board prior to any construction and completion. (Article VI, Section 16.c.)
3. Adjacent homeowners choosing not to share a common fence must allow a minimum of 24 inches (two feet) between the fences for grass-mowing access. (Article VI, Section 16.d.)
4. Dog pens may be erected only adjacent to the wall of the main dwelling or garage on the driveway side of the home and they shall not extend further than 6 feet from the attached wall. The pen must be shielded from the front view of the house and street by landscaping. Plans for installation of a dog pen must be reviewed and approved in writing by the Board prior to any construction and completion. (Article VI, Section 7.a.1.)
5. The Lot and the drainage ditch, if any, contiguous to each Lot shall be kept free of weeds by the Owner thereof. All landscaping and lawns shall be well-maintained at all times. This includes, but is not limited to, being free of weeds in the lawn, driveway, and bed areas. Dead or dying trees/shrubs/stumps must be removed in a timely manner. After giving prior notice to the homeowner, the Board may hire

a company to perform the necessary clean-up to make the owner compliant with the deed restrictions. The homeowner shall be responsible for the cost of the clean-up and, if not paid, a lien may be placed on the property. (Article VI, Section 19.a.)

6. Any new, replaced, or refurbished, mailbox and mailbox system must be built and maintained consistent with the overall designs/style of the existing mailboxes. All mailbox/mailbox systems must be well-maintained. Any changes to the design/style must be reviewed and approved in writing by the Board prior to any construction and completion. (Article VI, Section 12.j.)

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No. 3 All lots in Subdivision No. 3 shall be used, held and/or sold expressly subject to the restrictions, covenants, easements, charges, liens and agreements set forth in the Restrictions and as provided herein, which restrictions, covenants, easements, charges liens and agreements shall be incorporated by reference in all deeds of conveyance and contract for the sale of said lots and shall run with the land and be bidding upon all grantees and assigns and their respective heirs, personal representatives, successors and assigns.

All conditions, restrictions, covenants and agreements in the Restrictions which are not herein specifically amended shall continue in full force and effect.

The Board of Directors of CRESCENT RIDGE SUBDIVISION ASSOCIATION

Robert Dennis, President Pro-temp/Special Projects

Kathleen Ross, Secretary

Kay Hankus, Treasurer

Tim Kroninger, Vice President/Special Projects

Mary Fritz, Special Projects

Jayant Patel, Utilities/Communications

Joann Luzynski, Beautification & Maintenance

Dan Peters, Website Coordinator

Wayne Neal, Special Projects

Presented and signed by the Secretary of the Crescent Ridge No. 2 Board (Crescent Ridge/Parc Subdivision), Kathleen D. Ross on the 17th of May, 2018

The notary signing the amendment was Keisha Chambers (Commission Exp. 8/1/2020)