

Motz

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Restrictions (Amendment To) Receipt # 86779  
Diane Zuker, Clinton Co



**SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS  
CROWNER FARMS SUBDIVISION – PHASE I**

**WHEREAS**, on June 28, 2006, Motz Development, Inc., a Michigan corporation (the "Declarant"), whose address is 11975 Murano Drive, Dewitt, MI 48820, executed an instrument entitled "Declaration of Restrictions, Crowner Farms Subdivision – Phase I" (the "Declaration"), which Declaration was recorded with the Clinton County Register of Deeds on August 15, 2006 as Document No. 5104597, Pages 1-22; ✓

**WHEREAS**, the Declaration covers all lots within the Crowner Farms Subdivision – Phase I, according to the plat thereof recorded on August 15, 2006 at Liber 10 of Plats, Pages 95 through 97, Clinton County Records (the "Plat");

**WHEREAS**, the Plat contains 24.59 acres of land, consisting of 38 lots numbered consecutively from 1 to 38 and 1 private park;

**WHEREAS**, the Declaration provides at Article XI that the Declarant retains the right by written instrument, signed, acknowledged and recorded with Clinton County Register of Deeds, to modify or delete any or all of the provisions contained therein;

**WHEREAS**, on May 8, 2012, the Developer amended the Declaration by executing an instrument entitled "First Amendment to Declaration of Restrictions" which was recorded with the Clinton County Register of Deeds on May 31, 2012 as Document No. 5185160, Pages 1 through 4 (the "First Amendment") (the Declaration and the First Amendment referred to collectively hereafter as the "Declaration"); ✓

**WHEREAS**, the Declaration provides that certain Common Property shall be not only for the benefit of the property owners in Phase 1 Plat, but also all present and future owners and occupants of any Contiguous Plats developed in the Contiguous Lands (each as defined in the Declaration);

**WHEREAS**, the Developer now wishes to develop all or a portion of the Contiguous Lands as a site condominium project to be known as the Crowner Farms Condominium, rather than as a Contiguous Plat; and

WHEREAS, the Declarant is desirous of amending the Declaration to, among other things, provide that the property owners in the Crowner Farms Condominium and the Crowner Farms Subdivision shall share in the enjoyment of, as well as the cost and expense of maintaining, the Common Property.

NOW THEREFORE, it is agreed that the Declaration is hereby amended as follows:

1. The Declaration is hereby amended to add the following:

- a. **Common Property.** Each lot in the Crowner Farms Subdivision and each Unit in the Crowner Farms Condominium Project (the "Condominium Project") (together, the "Crowner Farms Neighborhood") will share the benefits of certain designated common property ("Common Property") described below. If the future development area described in the Master Deed for the Condominium Project is not added to the Condominium Project, the Declarant may, in its discretion, extend the benefits of the Common Property to the property owners in such future development area. The Common Property in the Crowner Farms Neighborhood includes:

- (i) **Open Space Areas.** The open space and natural areas within the Crowner Farms Neighborhood include, but are not limited to, the landscaping, lighting, fences, storm water easement areas and signage located within the open space and natural areas.

- (ii) **Community Building/Pool/Tennis Court.** The Community Building, swimming pool and tennis court.

- (iii) **Miscellaneous Common Property.** Any other property, facility, apparatus or equipment hereafter designated by the Declarant to be common property of the Crowner Farms Neighborhood.

- b. **Maintenance.** Unless otherwise agreed by the Association and the Crowner Farms Condominium Association ("Condominium Association"), the Association shall be responsible for maintaining, and allocating the cost of maintaining, the Common Property throughout the Crowner Farms Neighborhood. The Association shall be responsible for establishing a separate budget for the costs of maintenance of the Common Property as described in Paragraph 3(a) below and shall levy such assessments against all lot owners and Unit

owners, and collect same in the manner provided in Articles VIII and IX of the Declaration of Restrictions.

c. **Easement.** The Declarant hereby grants, for the benefit of the Association, an easement in, on and across that portion of the Common Property located within the Condominium Project for the purpose of maintaining that Common Property.

d. **Voting.** Co-owners in the Condominium Project shall be deemed members of the Association for purposes of any vote relating to the ownership, maintenance and/or use of the Common Property.

e. **No Waiver.** A property owner's obligation to share in the cost of maintaining the Common Property shall commence immediately upon taking title to any lot or a Unit in the Crowner Farms Neighborhood. No owner may exempt himself/herself from liability for his/her contribution toward maintaining the Common Property assessments by waiver of the use and enjoyment thereof, the abandonment of the lot or because of incomplete repair work or the failure of either association to provide services.

2. Article V shall be amended to read in its entirety as follows:

#### **SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF PLATTED LOTS**

1. No lot shall be subdivided by a Co-owner without the prior written approval of Declarant and DeWitt Township.

2. Declarant retains the right to: (a) realign the boundary between any adjoining lots it owns; (b) subdivide a lot; (c) eliminate a lot by combining the lot with one or more adjoining lots; and/or (d) consolidate under single ownership two or more lots. Any newly created lot, regardless of size, shall be assessed as only one lot.

3. Article VIII shall be amended to read in its entirety as follows:

#### **OWNERSHIP AND MAINTENANCE OF COMMON PROPERTY**

1. Regardless of the location of the Common Property, all lot owners and Unit owners in the Crowner Farms

Neighborhood shall share equally in the cost of maintenance of the Common Property. Costs of maintenance of the Common Property shall include, but not be limited to, the cost of maintenance of signs, lighting and fences installed by Declarant, the cost of maintenance of islands within dedicated streets, the cost of maintenance, operation, and upkeep of the Community Building and its amenities, and the cost of all insurance carried by the Association and all related administrative expenses. It is expressly agreed that the Condominium Association shall be an additional insured on all policies of insurance carried on the Common Property.

2. So long as any property in the Plat or in the Condominium Project remains to be sold or created by Declarant, Declarant shall have the right to maintain, at no cost to Declarant, a sales/business/construction office and similar facilities in the Community Building, together with reasonable parking incident to the foregoing and such access to, from and over the Project.

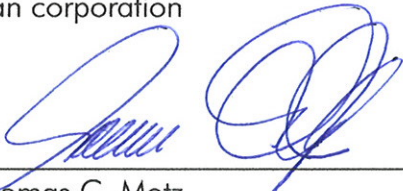
4. All other terms of the Declaration not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this document as of the 9 day of December 2014.

DECLARANT:

MOTZ DEVELOPMENT INC.,  
a Michigan corporation

By:



Thomas C. Motz

Its:

President

STATE OF MICHIGAN )  
COUNTY OF Clinton ) ss.

The foregoing instrument was acknowledged before me, a Notary Public, on this 9 day of December 2014, by Thomas C. Motz, President of Motz Development, Inc., a Michigan corporation, on behalf of said corporation.

Becky Reed  
Becky Reed, Clinton County, \_\_\_\_\_  
My Commission Expires: 1-2-2019  
Acting in Clinton County, \_\_\_\_\_

This document drafted by  
and after recording return to:

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BECKY REED  
Notary Public, State of Michigan  
County of Clinton  
My Commission Expires 01-02-2019  
Acting In the County of Clinton