

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR  
CHASE FARMS SUBDIVISION**

**THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS** (“Amendment”) is executed this \_\_\_\_ day of \_\_\_\_\_, 2003, by the undersigned Owners of the various Lots comprising the Subdivision, as such terms are hereinafter defined.

**RECITALS:**

A. Stephen Grand, as Trustee of the Stephen Grand Revocable Inter-Vivos Trust Dated September 15, 1988, as Declarant, created a planned community on land hereinafter described and referred to as the Subdivision, for the benefit of all of the residents of the Subdivision, located in the City of Novi, County of Oakland, State of Michigan, more particularly described as follows:

Lots 1 through 115, inclusive, of Chase Farms Subdivision, a part of the Southwest Quarter of Section 35, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, according to a plat thereof as recorded in Liber 213 of Plats, Pages 4 through 14, Oakland County Records;

Lots 116 through 218, inclusive, of Chase Farms Subdivision, a part of the Southwest Quarter of Section 35, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, according to a plat thereof as recorded in Liber 224 of Plats, Pages 11 through 23, Oakland County Records;

Lots 219 through 331, inclusive, of Chase Farms Subdivision, a part of the Southwest Quarter of Section 35, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, according to a plat thereof as recorded in Liber 232 of Plats, Pages 34 through 41, Oakland County Records.

B. Pursuant to a Declaration of Restrictions for Chase Farms Subdivision, dated August 15, 1990 and recorded at Liber 11530, Pages 123 through 142, Oakland County Records (“Declaration”) Declarant set forth certain restrictions, covenants and agreements by which Owners of each Lot in the Subdivision are to be bound.

C. Article XI, paragraph B of the Declaration currently provides as follows:

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed solely by the Declarant or 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 with the Oakland County Register of Deeds.

D. In order to preserve the values and amenities of the Subdivision and to promote the health, safety and welfare of the Subdivision residents in an effective manner, the Lot Owners desire to amend Article XI, paragraph B of the Declaration in order to reduce the number of votes required for any amendment to the Declaration from ninety percent (90%) in the first twenty (20) years to sixty-six percent (66%).

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived by the undersigned, its successors and assigns, and all Owners of the various Lots comprising the Subdivision, the undersigned Lot Owners, for themselves, their successors and assigns do hereby

publish, declare and make known to all intending purchasers and Owners of the various Lots comprising the Subdivision, that the same will and shall be used, held, and/or sold expressly subject to the following conditions, restrictions, covenants and agreements which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of said Lots and shall run with the land and be binding upon all grantees of individual Lots in the Subdivision and on their respective heirs, personal representatives, successors and assigns:

1. Article XI, paragraph B is hereby deleted in its entirety and replaced by the following:

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Anything in this Declaration to the contrary notwithstanding, this Declaration may be amended by an instrument signed by not less than sixty-six percent (66%) of the Lot Owners. Any amendment must be recorded with the Oakland County Register of Deeds.

2. Capitalized yet undefined terms herein shall have the same meaning as in the Declaration.

3. Except as otherwise set forth herein, the Declaration is hereby ratified and confirmed and redeclared.

4. EACH LOT OWNER WHO HAS EXECUTED THIS AMENDMENT ACKNOWLEDGES THAT HE/SHE HAS READ THE AMENDMENT IN ITS ENTIRETY, AND UNDERSTANDS AND AGREES TO THE PROVISIONS, AND, IF THERE IS MORE THAN ONE (1) LOT OWNER, THAT HIS/HER SIGNATURE REPRESENTS THE SINGLE, COLLECTIVE VOTE OF HIS/HER LOT.

The Lot Owners have executed this Amendment as of the date set forth beneath each such Lot Owner's name.

*Drafted by and  
when recorded return to:*  
Lena Agree, Esq.  
Sommers Schwartz, et al.  
2000 Town Center, Suite 900  
Southfield, Michigan 48075

La/Files/Chase Farms/First Amendment to Declaration 5-28-03

*SIGNATURES ON FOLLOWING PAGES*

