

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

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS (“Amendment”) is executed 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. The Declaration was previously amended by a First Amendment to Declaration of Restrictions (“First Amendment”).

D. Article III, paragraph Q.9. of the Declaration currently provides as follows:

No basketball backboards or hoops may be installed or placed on any Lot in such a manner as to be visible from the street on which the dwelling fronts, and in the case of corner Lots, such basketball backboards or hoops shall not be installed or placed so that they will be visible from the streets on which the dwelling fronts and sides.

E. Article III, paragraph Q.13. of the Declaration currently provides as follows:

No outside television antenna or other antenna or aerial, saucer or similar device shall be placed, constructed, altered or maintained on any Lot or any home constructed thereon, unless the Committee or the Declarant determines, in their sole discretion, that the absence of any such device creates a hardship with respect to a particular Lot.

F. 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 III, paragraph Q.9. and Article III, paragraph Q.13. of the Declaration.

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 III, paragraph Q.9. is hereby deleted in its entirety and replaced by the following:

No basketball hoop may be installed or placed on any Lot unless it is:

- (a) free-standing, and not attached in any manner to a house, wall, roof, outbuilding or other structure; and
- (b) set back a distance from the street in excess of the front set back of the dwelling; provided, however, that with respect to corner lots where the driveway extends from the side of the dwelling to the street, any basketball hoop shall be located a distance from the street which is equal to at least one-half of the side set back of the dwelling; and
- (c) composed of high-quality commercial-grade materials; and
- (d) maintained at all times in a good condition, free from rust and corrosion.

2. Article III, paragraph Q.13. is hereby deleted in its entirety and replaced by the following:

No outside television antenna or other antenna or aerial, saucer or similar devise shall be placed, constructed, altered or maintained on any Lot or home constructed thereon which is greater than 24 inches in diameter, unless the Committee determines in its sole discretion that the foregoing restrictions create a hardship with respect to a particular Lot. Said devise shall be placed only in the rear of the house so as to not be visible from the street, unless this is not possible for technical reasons and is approved by the Committee.

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

4. Except as otherwise set forth herein, the Declaration and First Amendment are hereby ratified, confirmed and redeclared.

5. 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/Second Amendment to Declaration 6-12-03

SIGNATURES ON FOLLOWING PAGES

Signature page to Second Amendment to Declaration of Restrictions for Chase Farms Subdivision:

Owner Name: _____

Address: _____

Signature: _____

Date: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this ____ day of _____ 2003 before me personally appeared _____, who, acknowledges that he/she executed the within instrument as his/her free act and deed.

_____, Notary Public

County, Michigan
My Commission Expires: _____

Owner Name: _____

Address: _____

Signature: _____

Date: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this ____ day of _____ 2003 before me personally appeared _____, who, acknowledges that he/she executed the within instrument as his/her free act and deed.

_____, Notary Public

County, Michigan
My Commission Expires: _____

Owner Name: _____

Address: _____

Signature: _____

Date: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this ____ day of _____ 2003 before me personally appeared _____, who, acknowledges that he/she executed the within instrument as his/her free act and deed.

_____, Notary Public

County, Michigan
My Commission Expires: _____