

FIRST AMENDED  
DECLARATION OF RESTRICTIONS  
FOR  
CHICHESTER SUBDIVISION NO. 1

6 121.7

Recorded in Liber 144, Pages 23, 24 & 25

144023

This First Amended Declaration of Restrictions is made on this 21st day of January, 1986, by GEORGETOWN HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation of Rochester, Michigan (hereinafter referred to as the "Association"):

RECITALS:

WHEREAS, The Association is the duly appointed and authorized body representing the owners of certain property located in the Southeast 1/4 of Section 5, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, and described as Chichester Subdivision No. 1 (hereinafter referred to as the "Subdivision"); and

WHEREAS, This property is attractive land consisting of 55.8829 acres of land having been developed by the Grantors for single family residential development; and

WHEREAS, There is to be included within this development certain areas which are to be available for common use and enjoyment of owners and residents of residential properties included within the development, hereby designated as "Chichester Park A", and included on the recorded plat, as well as a temporary retention pond to retain the storm water accumulation; and

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ent. 15-05-456-00023

WHEREAS, The original owners, as grantors, did initiate an original Declaration of Restrictions for Chichester Subdivision No. 1 and recorded same in Liber 6411, Page 32 of Plats, Oakland County Records; and

WHEREAS, It was deemed necessary at the time of the original execution and recording of said Declaration of Restrictions for Chichester Subdivision No. 1 to establish binding conditions and restrictions applicable to all property within the Subdivision to insure proper maintenance and government of said common areas and the rights of property owners and residents therein; and

WHEREAS, The Association still maintains that it is the purpose and intention of this First Amended Declaration, as in the original Declaration, that all properties included within this Subdivision shall be held and/or conveyed subject to the restrictions and conditions contained in this First Amended Declaration of Restrictions; and

WHEREAS, Pursuant to Paragraph 28 of said Declaration of Restrictions for Chichester Subdivision No. 1 dated November 27, 1974 and recorded in Liber 6411, Page 32 at Page 45, amendment of the Restrictions is permissible by receipt from owners of property representing not less than 2/3rds of the total votes of the Association in order to amend the original Restrictions; and

WHEREAS, The Association's Board of Directors having received written approval by greater than the 2/3rds total vote required to amend these original Restrictions dated November 27, 1974, by way of approving the Board of Directors should take any action

necessary thereto; and

WHEREAS, The Board of Directors, having had a duly authorized meeting to review this document, does authorize the recording of same; and

WHEREAS, The Board of Directors having instructed the attorney for the Association to record in the Office of the Register of Deeds of Oakland County this First Amended Declaration of Restrictions for Chichester Subdivision No. 1; and

WHEREAS, IT IS HEREBY DECLARED that the following restrictions and conditions are covenants running with the land, binding upon the heirs, personal representatives, successors and assigns of the grantors and grantees of all individual lots and other parcels contained within the Subdivision; and

WHEREAS, There is hereby established the Chichester Subdivision No. 1 Civic Association, now known as Georgetown Homeowners Association, consisting of the owners of Lots 1 through 95, inclusive, and/or parcels of property included within the Subdivision. The Chichester Subdivision No. 1 Civil Association shall hereinafter be referred to as the "Association"; and

WHEREAS, The following represents a paragraph-by-paragraph review of the original paragraphs contained in the original Declaration of Restrictions for Chichester Subdivision No. 1, dated November 27, 1974 and recorded February 28, 1975 in Liber 6411, Page 32, et seq.:

1. No change.
2. No change.

3.

3. No change.
4. No change - completed to date.
5. No change - completed to date.
6. No change.
7. No change.
8. No change.
9. No change.
10. No change.
11. No change.
12. No change.
13. No change.
14. No change.
15. No change.
16. No change
17. (a) No change.  
(b) No change.  
(c) No change.  
(d) No change.
18. Character, Size and/or Locations of Buildings and

Structures.

(a) No building or other structure, including swimming pools, shall be commenced, erected or maintained, nor shall any addition to or any change or alteration to any structure be made, except interior alterations, until the plans and specifications, prepared by a competent architect, showing

the nature, kind, shape, height, materials, color scheme, location on lots and approximate cost of such structure, and the grading plan of the lot to be built upon, shall have been submitted to and approved in writing by the Association, or its architectural control committee, and a copy of said plans and specifications, as finally approved, are lodged permanently with said Association or its architectural control committee.

(b) No fence, garden wall, patio screne, dog run, pool enclosure, or other similar devices and/or structures shall be permitted until the plans and specifications hereof shall, prior to the start of construction, first have been submitted in writing to the Association and approved by said Association's Board of Directors. Provided, however, that improving any of the plans and specifications of the hereinabove mentioned devices and/or structures, the Association may require suitable screening with adequate shrubs, landscape materials or other modifications. In approving any of the aforementioned devices, the Association shall taken into consideration the factors stated in the following paragraph.

A dog run may be approved subject to all the above, provided said dog run is attached to the rear of the main structure, does not extend beyond the side yard building lines of the main structure, and does not exceed 54 inches in height. Patio screens may be approved subject to all of the above, provided that said patio screen is attached to the

rear of the main structure, does not exceed 6 feet in height, 16 feet in depth and 32 feet in width. In any event, no fence shall be permitted in the front yard or in either side yard, except an ornamental fence not exceed 3 feet in height. The front and side yards shall include all of that area from the front lot line back to the rear corner of the building closest to each side lot line. Rear yard enclosures on lots adjoining open space or the commons areas shall not be permitted. The Grantors hereby expressly state their intention to maintain the open character of this residential area, and further expressly state their intention to discourage yard enclosures. A fence will be permitted to be erected around any privately owned swimming pool as a safety precaution or in accordance with ordinances regulating the construction and use of swimming pools.

Swimming pools are considered structures as defined under Section B - "Character and Size of Building", Paragraph 1, of the Chichester Restrictions. Only "in ground" pools will be approved in Chichester. Nonportable, above ground swimming pools will not be permitted. "Above ground" pool is defined as being a swimming pool which projects 18" or more above grade on any side.

Therefore, the following will apply: For aesthetic and safety reasons, no above ground swimming pools will be allowed in Chichester. However, children's pools that comply to the following requirements will be considered wading pools and not above ground pools. Any pool having a retaining wall

no higher than 18" from ground level to the top edge of the retainer, and covering no more than 125 square feet of ground surface. Such pools to be a type that can be readily emptied; not requiring filtering equipment; and be in use only during the period from May 1st to October 1st.

(c) The Association shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in their opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, they shall have the right to take into consideration the suitability of the proposed building or other structure to be built to the site upon which it is proposed to erect the same, and the harmony as planned in view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful harmonious, private residential area, and if a disagreement on the points set forth in this paragraph should arise, the decisions of the Association shall control.

(d) In the event that the Association shall have failed to approve or disapprove such plans and location within 30 days after the same shall have been delivered to the Association, then such approval will not be required, provided the plans and location on the lots conform to, or are in harmony with, existing structures in the subdivisions, these restrictions, and any zoning law applicable thereto.

(e) In any case, with or without the approval of the Association, no dwelling shall be permitted on any lot in the subdivision unless in the case of a one-story building the ground floor living area shall not be less than 2,200 square feet. In the case of a one and a half story building, the ground floor living area shall not be less than 1,500 square feet and the second floor shall not be less than 1,000 square feet; in the case of a two story building, the total living area shall be at least 2,500 square feet.

All garages must be attached to the dwelling and shall not be included in computing the aforementioned living space. All exterior elevations, on each of the four respective sides, shall have brick to the belt or aesthetically compatible elevations to be approved on an individual basis by the Association. Each dwelling must contain brick and masonry fireplaces and chimneys, as indicated by the architectural control committee.

19. No change.

20. No change.

21. No change.

22. Easements. All language remains in full force and effect except where indicated by the word "Grantors", substitute the word "Association".

23. No change.

24. No change.



- 25. No change.
- 26. No change.
- 27. No change.
- 28. No change.
- 29. No change.

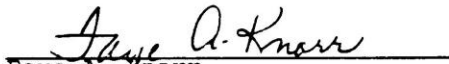
IN WITNESS WHEREOF, the Association, by its Board of Directors, have executed this Declaration on the date stated above:

Witness:

GEORGETOWN HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation

  
 Jeanne M. Vagnetti

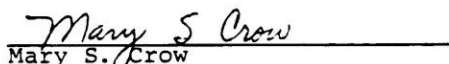
  
 Fred Shuart, Director

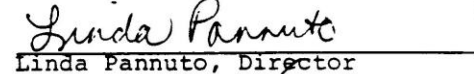
  
 Faye A. Knorr

  
 Paul S. Funk, Director

  
 Gerard K. Knorr

  
 Joan Woodcox, Director

  
 Mary S. Crow

  
 Linda Pannuto, Director

  
 Bill Thomas, Director

  
 Fred Eberlein, Director

  
 Ken DeLashmutt, Director

STATE OF MICHIGAN )  
 ) SS.  
 COUNTY OF OAKLAND )

On this 21st day of January, 1986, before me, a notary public, personally appeared the individually named Board of

Directors of Georgetown Homeowners Association,\*to be known to be the persons described in and who executed the foregoing First Amended Declaration of Restrictions and acknowledge that they executed same as their free act and deed.

\* Fred Shuart, Paul S. Funk,  
Joan Woodcox, Linda Pannuto,  
Bill Thomas, Fred Eberlein  
and Ken DeLashmuth

Mary S. Crow  
Notary Public, \_\_\_\_\_ County,  
Michigan  
My Commission Expires:

MARY S. CROW  
Notary Public, Genesee County, MI  
My Commission Expires Aug. 27, 1988

Instrument drafted by: Peter Leto, Esq.  
4000 Livernois  
Troy, MI 48098

When recorded,  
return to:                       
Peter Leto, Esq.  
4000 Livernois  
Troy, MI 48098

