

Liber	2575	Page	1027
Rspt No	77582	RECORDED	
MSSR	2.00	980014611	
MISC	39.00	04/06/1998 13:44:35	
		REGISTER OF DEEDS	
		Paula Johnson	
		INGHAM COUNTY, MI	
Total	41.00		

DECLARATION OF COVENANTS AND RESTRICTIONS

STEEPLECHASE

THIS DECLARATION, made this 18th day of March, 1998 by DeWitt Development L. L. C., a Michigan L. L. C. Of 4665 Dobie Road, Suite 130 Okemos, MI 48864, hereinafter called the "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community; with permanent common properties and facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of common properties & facilities; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges & liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to define an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to happen, as a non-profit corporation, Steeplechase Association, a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

"The Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties.

"Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties as being intended to be devoted to the common use and enjoyment of the owners of the Properties.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the properties.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or the land contract purchaser of any lot situated upon the properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Association" shall mean and refer to Steeplechase Association.

"Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. EXISTING PROPERTY.

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is described as:

STEEPLECHASE, A Subdivision on part of the Northeast fractional 1/4 of Section 34 and a part of Government Lot 4 of the Southeast fractional 1/4 of Section 27, T4N, R1E, Williamstown Township, Ingham County, Michigan according to the recorded plat thereof as recorded in Liber Of Plats, Pages , Ingham County Records.

This plat contains 27 lots numbered 1 through 27 inclusive, all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. ADDITIONS TO EXISTING PROPERTY.

Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, additional lands may become subject to this Declaration by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions of this Declaration within the Existing Property.

ARTICLE III

STEEPLECHASE HOMEOWNERS ASSOCIATION

Section 1. CREATION and PURPOSES.

There shall be formed by Developer a Michigan nonprofit corporation to be known as the Steeplechase Association ("Association"). The purpose of the Association shall be to promote high standards of maintenance and operation of all property in Steeplechase, said Association to be reserved and dedicated by Developer for the common use of all residents and owners of property therein and to arrange the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of Steeplechase. The Private Parks (common open space) in the plat are for the use and enjoyment of the owners and their guests and shall always remain as open space and recreational space pursuant to the requirements of the ordinances of Williamstown Township. To insure that such private park open space remains common area and will not be developed for use as building lots, Developer agrees that such private park common area use shall remain in effect in perpetuity.

It is the Developer's intent that the private park common open space areas of Steeplechase not be subjected to redevelopment of any kind for any other purposes, and therefore, Developer hereby waives all rights and privileges available in Section 8.03C.6.f. of the current Williamstown Township Zoning Ordinance, in force at the time of adoption of these restrictions, regarding redevelopment of common open space areas.

To the extent not set forth elsewhere in these restrictions, the current and intended use of the private park common areas as such will be considered a restriction on alienation of the property running with the land and the language in this definition may be considered as such upon recordation of the plat and these restrictions with the Ingham County Register of Deeds.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP.

Every person or entity who is a record owner of a fee, an undivided fee, or a land contract purchaser's interest, in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. VOTING RIGHTS.

There will be one (1) vote for each Lot. If the Lot is owned by more than one person or entity, then the owners must decide among themselves how to cast the vote. A land contract purchaser will take precedence over the fee title holder if the purchaser chooses.

ARTICLE V

CONSERVATION EASEMENT

Declarant hereby grants the Williamstown Township a Conservation Easement pursuant to the Michigan Conservation and Historic Preservation Easement Act, P.A. 1980, No. 197, over Common Open Space area "A" lying along the Red Cedar River and consisting of 13.62 acres more or less of land situated approximately at or below the 100 year flood plain elevation of 851.00 U.S.G.S. datum, and shown on the recorded Subdivision Plat ("Conservation Area"). The Conservation Area is more fully described in Attachment A. The nature and extent of this Conservation Easement is set forth below.

Section 1. PURPOSE AND INTENT.

It is the purpose and intent of this Conservation Easement to (i) assure that the Conservation Area will be retained forever predominantly in its natural, scenic and open space condition, subject to such recreational uses as are provided for hereafter, and (ii) to prevent any use of the Conservation Area that will impair or interfere with the natural, scenic and open space values of the Conservation Area as a part of an ecologically valuable system of wetlands and intermittent streams, as determined by the Township. To carry out this purpose, the following rights are conveyed to the Township by this Conservation Easement.

- a. To identify and catalog the qualities and characteristics of the Conservation Area in a manner, and utilizing methods, reasonably acceptable to the Owners.
- b. To create programs: (a) to allow the Owners to develop the Conservation Area consistent with the purpose provided for in this Conservation Easement, and (b) to monitor the quality of the Conservation Area.
- c. To enter upon the Conservation Area with written permission from the Owners, which shall not be unreasonably withheld, to carry out the functions conveyed to the Township by this Conservation Easement and to enforce the rights granted by this Conservation Easement.

- d. To enjoin (and to petition courts of general jurisdiction to enjoin) any activity on or use of the Conservation Area that is inconsistent with the purpose of this Conservation Easement and to enforce the restoration of such areas for features of the Conservation Area that may be damaged by any inconsistent activity or use, such as construction of buildings, further subdivisions, operation of a motorized or non-motorized vehicle, or actions impeding the flow of storm water or other flows.
- e. To undertake and/or supervise and control any programs of clean-up or restoration of the Conservation Area and its environment that the Township determines appropriate to preserve the desirable features of the natural environment or restore previously existing features of the environment of the Conservation Area that have deteriorated through inattention or neglect over time. Any clean-up or restoration shall be conducted after the approval of the Michigan Department of Environmental Quality if required by applicable law, including the Goemaere-Anderson Wetland Protection Act, P.A. 1972 No. 346, as amended, or a successor enactment.

It is understood that the rights granted the Township impose no duties upon the Township to undertake or refrain from undertaking any action with respect to the Conservation Easement or the lands described in Attachment A.

Section 2. USES AND PRACTICES.

The following uses and practices, though not an exhaustive recital of consistent uses and practice, are consistent with Declarant's intent and the purpose of this Conservation Easement and are desirable and not precluded, prevented or limited by it:

- a. The establishment of a system of trails, including trails constructed through or over Wetlands or Wetland Fringe Areas (subject, as to Wetlands, to the approval of the Michigan Department of Environmental Quality as provided in applicable law) over portions of the Conservation Area, in a manner that protects the Conservation Areas' environment but permits persons walking through the trail system to enjoy the Conservation Area through the low-impact activities of hiking and observation.
- b. The use by the Owners of the Conservation Area for passive recreation, hiking along any trail system established or to be established through the Conservation Area, and picnicking in designated spots.
- c. The burial or camouflaging of all utility systems or extensions of existing utility systems that by necessity must be constructed or to be constructed through Conservation Area.
- d. Upon approval of the Township, the removal of dead or dying vegetation and debris within the Conservation Area so that the enjoyment of the Conservation Area by the Owners may be enhanced and, if considered desirable by the Township and by the Steeplechase Association, to replace any removed vegetation with native plant materials.
- e. Upon approval of the Township, to approve and supervise the restoration of the Conservation Area to an improved, ecologically sound state consistent with principles of good environmental management.

Section 3. RESERVATIONS, RIGHTS & COSTS.

Declarant hereby reserves for itself, the Owners and the Association the right to walk over and across those portions of the Conservation Area upon which a trail system may be created. Declarant further reserves the right of the Association to create a system of trails through the Conservation Area at locations and with materials and construction methods approved by the Association, the purpose of which shall be to provide the Owners and their families with a ready means of access to enjoy the Conservation Area in the passive recreational way intended and thereby to improve the quality of life within the Subdivision, provided such trails are consistent with the Conservation Easement granted the Township.

The Association shall, annually, appropriate monies to monitor compliance with, and act upon, proposals made under this Conservation Easement. The sum appropriated by the Association shall be sufficient to fund the reasonable and necessary monitoring expenses of the Association. The Association need not appropriate any monies to fund development or restoration projects proposed by the Steeplechase Association, but shall be free to do so if it sees fit. All such appropriations shall be made under the general or special assessment procedures provided for in Article VI of this Declaration.

The costs of enforcement of this Conservation Easement incurred by the Association, whether such costs are incurred in judicial or administrative proceedings, including the costs of reasonable attorneys and consultants fees, and the costs of restoration shall be paid by the party against whom such enforcement proceedings are brought, if the Association prevails in such enforcement proceedings. If the person or entity violating the terms of this Conservation Easement, and thus necessitating enforcement proceedings is an Owner (and Owners shall be responsible for the acts of their guests and invitees), the amount of the enforcement costs incurred shall be a lien against the Owner's Lot, enforceable by the Association in the manner provided for the enforcement of liens by this Declaration. If the Association institutes enforcement proceedings under this Conservation Easement but does not prevail, the costs of those proceedings, including the Association's attorneys fees and the Association's consultants fees, shall be paid by the Association.

No forbearance by the Association to exercise its rights hereunder in the event of any breach hereof shall be deemed to be a waiver of the Association's rights hereunder in the event of any continued or subsequent breach. Neither the Association nor the members of its board of directors shall be liable in damages or otherwise for exercising or declining to exercise their rights under this Conservation Easement.

If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected.

Declarant reserves the right by written instrument, signed, acknowledged and recorded with the Ingham County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained in Sections 2 and 3 of this Article V with respect to all or any particular lot within the subdivision owned by Declarant. Once all lots in the Subdivision have been sold by Declarant, seventy-five percent (75%) of the lot owners in the Subdivision may vote to expand, limit, remove or otherwise amend any or all of the restrictions set forth herein in Sections 2 and 3 of this Article V. This right is meant only to give Declarant the right for minor changes in the location of the trails.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

The Developer for each Lot owned by him within The Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

Until the year beginning January, 2004, the annual assessment shall be \$200.00 per lot. From and after January 1, 2004, the annual maximum assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding five (5) years and at the end of each such period of five (5) years for the succeeding period of five (5) years. Such change shall have the assent of two-thirds(2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least (30) days in advance and shall set forth the purpose of the meeting, provided that the limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation. The Board of Directors may after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessment authorized by Section 3 hereof, the Association may levy in an assessment year a special assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or for purchase of real estate provided that any such assessment shall have the consent of three-fourths (3/4) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Written notice of the amount and due date of any special assessment which is approved by the members shall be sent by first class mail to every owner subject thereto within ten (10) days following such approval.

Section 5. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.

The quorum required for any action authorized by Sections 3 and 4 hereof shall be as follows: At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.

The annual assessments provided for herein shall be for a calendar year period, due January 15 commencing with the year 1999. The amount of such annual assessment shall be determined by the Board of Directors at its regular November meeting for the next succeeding calendar year. Notice of the annual assessment shall be sent by first class mail to every Owner subject thereto by December 15 of each year following such regular November Board of Director's meeting.

Section 7. DUE DATES OF SPECIAL ASSESSMENTS.

The due date of any special assessment under Section 4 shall be fixed in the resolution authorizing such assessment.

Section 8. ASSESSMENT ROSTER.

The Board of Directors of the Association shall cause to be prepared, at the time of determination of the annual assessment, or at the time of the approval by the Members of a special assessment under Section 4 hereof, a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION.

If the assessments are not paid on the date when due (being the dates specified in Section 6 and 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such actions, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above

provided and a reasonable attorney's fee to be fixed by the court together with the cost of the action.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 1, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Michigan upon the terms and to the extent of such legal exemption. No land or improvements devoted to dwelling use shall be exempt from said assessments, charges or lien.

ARTICLE VII

FLOODPLAIN RESTRICTIONS

The 100-year flood elevation of the Red Cedar River varies uniformly within the plat limits from 862.2, N.G.V. Datum, at the South Plat Limits, to 860.8 at the North Plat Limits. This was determined from the Flood Insurance Study for Williamstown Township.

All buildings used or capable of being used for residential purposes and occupancy within or affected by the flood plain shall:

- a. Have lower floors, excluding basements, not lower than the elevation defining the flood plain limits.
- b. Have openings into the basement not lower than the elevation defining the flood plain limits.
- c. Have basement walls and floor, if below the elevation defining the flood plain limits, which are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits following methods and procedures outlined in chapter 5 for type A construction and chapter 6 for class 1 loads found in the publication entitled "Flood Proofing Regulations," EP 1165 2 314, prepared by the office of the chief of engineers, United States Army, Washington, DC, June 1972. Figure 5 on page 14-5 of the regulations shows typical foundation drainage and waterproofing details. This document is adopted by reference in these rules and is available, at no cost, from Department of Natural Resources, Land and Water Management Division, Stevens T. Mason Building, P. O. Box 30028, Lansing, Michigan 48909 or Department of the Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304.
- d. Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

e. Be properly anchored to prevent flotation.

f. No filling or occupation of the flood plain shall take place without prior written approval from the Michigan DEQ. These restrictions are to be observed in perpetuity and may not be amended.

ARTICLE VIII

WELL AND DRAINFIELD RESTRICTIONS

The well construction for each home must terminate in bedrock. Each well must be pressure grouted the length of the casing, utilizing a tremi pipe or other approved method. Water supplies in this area may demonstrate the possibility of elevated fluoride levels. Each house is required to have a partial chemical analysis of the water. The family physician and dentist should be notified of these levels. Bottles are available at the Ingham County Health Department, the Michigan Department of Environmental Quality formerly Michigan Department of Public Health, or through the Well Driller.

This area may have water which is naturally softened. Usually, there is an appreciable amount of sodium along with this. The levels normally are not such that concern is necessary, but if an individual is on a sodium restricted diet, the attending physician should have record of the levels in the water. Sodium is automatically tested in the same analysis as for fluoride.

The soil conditions for this development dictate a variety of styles of septic system. Each style requires a specific elevation and placement of the primary and replacement drainfield areas. In some situations it may be better for placement of landscaping and the house to have the drainfield dosed, utilizing pressure distribution. If this is the case a qualified consultant must design the system.

Lots 3 and 21 through 27, utilize deep cut drainfields. In this situation, clay loam soils at the surface are underlain by dry fine sands. The installation will require the heavier soil overburden to be removed down to the fine sand and replaced with 2NS washed sand to the bottom of stone in the system.

Lots 2, 4, 5, 6, 11, 13, and 15, must have drainfields installed with the bottom of the stone at the existing grade. This will require finish grade over the system to be approximately 2 feet higher. Lot 6 requires that a replacement system utilize sand filter technology. It will be required, on this lot, that a plan for that replacement system be on file prior to a Sewage & Well Permit issuance from this office. During the construction of this subdivision, the final treatment trench area for the sand filter must be roped to keep traffic off. This includes the downslope area, 50 feet beyond the trenches. This downslope grade must not be altered.

Lot 10 will require an installation with approximately 18 inches of sand fill and topsoil.

Lots 7, 8, and 12, will require the bottom of stone to be above the existing grade. Ingham County procedures require these systems be designed by a qualified consultant, utilizing pressure distribution technology.

Lots 1, 9, 14 and 16 through 20, have well drained sand soils which can be accommodated by conventional in ground trench style drainfields.

above front yard grade on lots 9 through 21, inclusively, 2500 square feet of finished floor area above front yard grade on lots 2 through 8, inclusively and 2400 square feet of finished floor area above front yard grade on lots 1 and 22 through 27. However, the floor of an area may be dropped (step down) as long as the ceiling in that area is at the same height as the ceiling in the main floor first level. No garage, basement, carport, porch, terrace or breeze way shall be included in computing the minimum space herein.

c. SIZE MULTI-STORY.

A two story home, tri-level, bi-level, quad-level or story and a half shall have a minimum of 3000 square feet of finished floor area above front yard grade on lots 9 through 21, inclusively, 2800 square feet of finished floor area above front yard grade on lots 2 through 8, inclusively and 2700 square feet of finished floor area above front yard grade on lots 1 and 22 through 27. However, the floor of an area may be dropped (step down) as long as the ceiling in that area is at the same height as the ceiling in the main floor first level. No garage, basement, carport, porch, terrace or breeze way shall be included in computing the minimum space herein.

d. OUTBUILDINGS.

There shall be no out buildings for storage. All storage buildings are to be attached to the main structure.

e. GARAGES.

All homes shall have an attached garage of not less than 700 square feet with interior walls finished and automatic door openers. All garages to be side loaded with doors at least 45 degree angle from street unless specifically approved by developer.

f. EXTERIOR WALLS.

All exterior walls from grade to first floor ceiling, to be of essentially masonry materials approved by the developer. Fireplace chases to be of masonry materials to top. In NO instance will cinder or concrete block be approved. The developer to approve all plans, specifications, elevations, exterior materials and exterior colors.

Section 5. DRIVEWAYS.

All driveways must be constructed of asphalt, concrete or paving brick.

Section 6. PARKING AREAS.

Outside parking areas, in addition to the driveway and a one (1) lane turn around must be approved.

Section 7. SETBACKS.

- a. Front lot line - fifty (50) feet;
- b. Rear lot line - thirty five (35) feet;
- c. Side yard - ten (10) feet with a minimum of forty (40) feet from the nearest house;
- d. UNDER NO CIRCUMSTANCE can any building be any closer than sixty (60) feet to a wetland unless this requirement is waived by Williamstown Township.

Section 8. EXTERNAL ENERGY SYSTEMS, SATELLITE DISHES OR ANTENNAS.

Solar collectors and satellite dishes or any other devices or equipment erected either on the exterior of a dwelling or detached therefrom and designed for the production of energy for

Unless more information is available, the drainfield locations must be sited as per the soil profile and wastewater location map dated July 2, 1997, submitted by Beery & Associate, Inc. These areas must be protected by suitable barriers to keep present and future construction traffic from damaging the soil structure.

ARTICLE IX

RESTRICTIVE COVENANTS

Section 1. LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes. However, a model home or home with displays and sales activities may be built, subject to Township zoning and subdivision regulations and maintained by a builder, developer, or real estate broker as long as it is well maintained and it is not a nuisance to the general neighborhood. Also "Home Occupation" is permitted as defined by Williamstown Township Zoning ordinances at the time of such use. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling of new construction and a private attached garage, as defined herein. Township permits are required prior to construction of buildings and structures, fences, swimming pools, etc.

Section 2. REVIEW BY COMMITTEE

Any reference contained in these covenants and restrictions to the Architectural Control Committee and actions which are requested of it shall be submitted in writing to, considered by, and approved in writing by either the Board of Directors of the Association or Architectural Control Committee composed of one or more representatives appointed by such Board. In the event the entity to which said proposal has been submitted shall have failed to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, further approval will not be required. Provided, however, in the case of construction of a new dwelling on any Lot, the Developer, it's agents or assigns may approve plans without submitting said plans to the Architectural Control Committee. The approval of any request by one of the above entities shall be binding upon the others.

Section 3. ARCHITECTURAL CONTROL

No building, fence, wall, basketball backboard, swing sets or other structure shall be commenced, erected, placed, or altered on any Lot or upon the Properties, nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted, in writing, and approved in writing by the developer or Architectural Control Committee as to the harmony of external design, location in relationship to surrounding structures and topography, and finish grade elevations and quality of workmanship and material.

Section 4. BUILDINGS.

a. GRADE ELEVATIONS.

No building shall have exposed foundation area except as stated in Section 4. F.. All site plans and grade elevations to be approved by the developer.

b. SIZE SINGLE-STORY.

A single story home shall have a minimum of 2600 square feet of finished floor area

heating or cooling or for any other purpose shall be permitted only upon approval of the developer or Architectural Control Committee.

Section 9. FENCES.

Fences are limited to the rear yards and may not extend nearer the street than the rear corner of the building nearest the side lot line. In No event shall a fence be less than fifty (50) feet from a street. No fence shall be installed over four feet in height. No chain link fences shall be approved except brown vinyl covered material a maximum of 48" high attached to a split rail fence. Chain link may not extend above the top rail. No construction of any fence is permitted until approval is received in writing from the Developer or Architectural Control Committee, which approval may be denied at the sole discretion of the approving authority.

Section 10. OUTDOOR LIGHTING.

The placement and intensity of outdoor lighting, whether for security or for ornamentation, other than for decorative fixtures erected on buildings and having a maximum wattage of 100 watts, shall be permitted only upon approval of the developer or Architectural Control Committee.

Section 11. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected or maintained on any Lot at any time as a residence or for storage whether temporarily or permanently.

Section 12. SIGNS.

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the construction and sales period.

Section 13. SIGHT DISTANCE AT INTERSECTION.

No fence, wall structure, or planting shall be erected, established, or maintained on any lot which will obstruct the view of drivers in vehicles approaching an intersection of two roads or the intersection of a road and a driveway, subject to standards and requirements of Williamstown Township and the Ingham County Road Commission.

Section 14. YARD AND LAWN PLANTING.

Each Lot, including the area between front lot lines and the curb, shall be seeded or sodded or landscaped in a neat, orderly and aesthetically pleasant manner within one (1) year from the start of construction. Any new trees being planted must be in compliance with the Ingham County Road Commission standards.

Section 15. EXTERIOR STORAGE.

There shall be no outdoor storage of a mobile home, motor home, house trailer, or other recreational vehicle or trailers, and the outdoor storage of boats, snowmobiles, utility trails,

camping trailer, or any other kind of trailer, is prohibited. "Storage" is considered anything over forty-eight (48) hours in any one week.

Section 16. RESTORATION.

Any dwelling on any lot in the Plat which may be damaged or destroyed by fire, windstorm, or from any other cause, shall be repaired, rebuilt or torn down and all debris removed and the lot restored to a sightly condition with reasonable promptness. The Association may enter on any premises where an excavation, foundation, or uncompleted house has been left without substantial and continuing building progress for more than three (3) months and cause such excavation or foundation to be filled or removed, or such uncompleted house to be demolished, the expense thereof shall be immediately due and payable to the Association by the lot owner and shall become a lien on the property, and may be foreclosed by the Association as in the case of the foreclosure of a mortgage under Michigan statutes.

Section 17. LOT CONDITION AND MAINTENANCE.

The Owner of any Lot shall at all times keep and maintain the same in an orderly manner causing grass and other growth to be regularly cut, preventing accumulations of rubbish and debris, and in general maintain the Lot in an orderly manner. If owner is in violation and has not corrected the situation within thirty (30) days after written notice by the Association of violation of the requirements herein contained, the premises may be placed in an orderly manner and the Owner shall be required to pay the cost thereof, and shall be a continuing lien upon The Property against which such assessment of cost is made. Each assessment, together with such interest thereon, and cost of collection thereof, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 18. NUISANCES.

The following shall not be permitted within the plat:

- A) The keeping of livestock or poultry;
- B) Outdoor tanks for storage fuel;
- C) Outdoor receptacles for ashes, garbage or refuse;
- D) On-site exploration or drilling of oil or gas;
- E) On-site exploration or removal of sand, gravel or other subsurface minerals;
- F) Outdoor clotheslines;
- G) Vegetable gardens in the front or side yards;
- H) No swimming or wading pools with a water surface of more than 50 square feet shall be erected on any lot unless the proposed water level is below the average elevation of the ground around the pool. Inground pools shall be permitted only upon approval of the developer.

ARTICLE X

GENERAL PROVISIONS

Section 1. DURATION.

The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforced by the Owner of any land subject to this Declaration,

their respective legal representatives, heirs, successors, and assigns, for a term of 25 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded agreeing to change. Said covenants shall be effective only if made and recorded one (1) year in advance of the effective date of such change, and only if written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. However, changes can be made in these covenants at any time upon the recording of an instrument, signed by the then Owners of eighty (80) percent of the Lots, agreeing to said changes. Under NO circumstance can any changes be made pertaining to the common open areas except as specifically defined in Article V.

Section 2. NOTICES.

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Owner on the records of the Developer at the time of such mailing.

Section 3. ENFORCEMENT.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.


Section 4. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

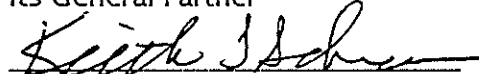
IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the day and year first written above.

Signed and Sealed in presence of


Signed and Sealed:


Roger Dean

DeWitt Development L L C. by:
SBI Limited Partnership by
Schroeder Builders, Inc.
Its General Partner



By Keith L. Schroeder, President


Terri L. Holmgren

Fedewa Family L. L. C.

By: Randy Fedewa, Member

The foregoing instrument was acknowledged before me this 18th day of March, 1998 by Randy Fedewa, Member of Fedewa Family L. L. C. and Keith L. Schroeder, President of Schroeder Builders, Inc., General Partner of SBI Limited Partnership, of DeWitt Development L. L. C.

TERRI L. HOLMGREN
Notary Public, Clinton County, MI
Acting in Ingham County, Michigan
My Comm. Expires Nov. 13, 1998


Terri L. Holmgren Notary Public,
Clinton acting in Ingham County, MI
my commission expires 11/13/98

Drafted under the direction of DeWitt Development, L. L.C. of 4665 Dobie Road Suite 130 Okemos, MI 48864

After recording return to: DeWitt Development L. L. C. P. O. Box 405 DeWitt, MI 48820

ATTACHMENT "A"

Liber 2575 Page 1043

LEGAL DESCRIPTION OF PROPOSED CONSERVATION EASEMENT:

A part of the Northeast fractional 1/4 of Section 34, and a part of Government Lot 4 of the Southeast fractional 1/4 of Section 27, T4N, R1E, Williamstown Township, Ingham County, Michigan; the boundary of said easement described as: Commencing at the North 1/4 corner of said Section 34; thence S03°45'58"E along the North-South 1/4 line of said Section, 1320.26 feet to the South line of the Northeast 1/4 of said Northeast fractional 1/4; thence S89°56'26"E along said South line 1782.21 feet to the point of beginning of this easement description; thence N28°21'45"W 142.13 feet; thence N27°07'34"W 140.03 feet; thence N35°31'26"W 186.74 feet; thence N21°21'09"W 135.06 feet; thence N17°49'13"W 165.17 feet; thence N12°26'44"W 168.99 feet; thence N38°13'48"E 138.25 feet; thence N03°17'32"W 112.42 feet; thence N80°47'02"W 87.72 feet; thence S45°47'38"W 212.73 feet; thence N44°12'22"W 89.57 feet; thence N18°26'53"W 138.67 feet; thence N24°14'15"W 140.72 feet; thence N28°49'28"W 177.27 feet; thence N52°02'32"W 163.50 feet; thence N64°00'11"W 168.50 feet; thence N15°40'01"E 85.66 feet; thence N89°56'03"E 101.65 feet to a point on the Westerly bank of the Red Cedar River, said point being S89°56'03"W 37.00 feet more or less from the waters edge; thence Southerly along the Westerly bank of said Red Cedar River on an intermediate traverse line the following ten courses; S33°30'39"E 308.45 feet; thence S57°56'17"E 170.39 feet; thence N55°06'06"E 183.15 feet; thence S83°34'32"E 230.11 feet; thence S60°04'23"E 242.66 feet; thence S30°12'33"W 401.18 feet; thence S14°38'20"W 198.33 feet; thence S37°16'11"E 176.64 feet; thence S55°19'31"E 401.50 feet; thence S19°37'19"E 369.25 feet to the end of said intermediate traverse line at a point on the South line of the Northeast 1/4 of said Northeast fractional 1/4 of said Section 34, said point being on the Westerly bank of said Red Cedar River, N89°56'28"W 6.00 feet more or less from the water edge; thence N89°56'28"W along said South line 282.83 feet to the point of beginning; said parcel containing 13.62 acres more or less including land lying between the intermediate traverse line and the waters edge of the Red Cedar River; said parcel subject to all easements and restrictions if any

2.3
11

Liber	2760	Page	89
Rcpt No	119821		
MSSR	2.00		RECORDED 990022875
MISC	11.00		05/11/1999 09:50:00 REGISTER OF DEEDS Paula Johnson INGHAM COUNTY, MI
Total	13.00		

**AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF
STEEPLECHASE**

THIS AMENDMENT is made on May 4th, 1999 by the undersigned, representing eighty percent (80%) of the Owners of Lots in the subdivision, as those terms are defined in the original Declaration of Covenants and Restrictions recorded in Liber 52 of Plats, Pages 6, 7, 8, 9, & 10, Ingham County Records, (collectively **the Declaration**).

PURSUANT to Article IX, Section 1, the Owners of eighty percent (80%) of the lots agree to the following changes to the Declaration:

ARTICLE VIII, Section 4. BUILDINGS.

) **GRADE ELEVATIONS.**, shall be amended to read as follows:

No building shall have exposed foundation area greater than 24" high. All site plans and grade elevations to be approved by the developer. **And,**

) **SIZE SINGLE STORY.**, shall be amended to read as follows:

) **MINIMUM SIZE REQUIREMENTS.** Listed on the attachment referred to as, "Steeplechase Minimum Square Ft. Requirements", on page 3. **And,**

) **SIZE MULTISTORY.**, shall be amended to read as follows:

) **ROOF.** Main roof areas to have a minimum of 7/12 pitch. **And,**

) **EXTERIOR WALLS.**, shall be amended to read as follows:

) **EXTERIOR DESIGN AND MATERIALS.** Front elevation to be predominantly masonry, continuing on to end walls and fireplace chase to give the appearance of a masonry home rather than just a facade. Developer may use discretion to approve, disapprove or approve with modifications to plans, specifications, elevations, exterior material and colors. **And,**

(see page 2)

Section 9. FENCES., shall be amended to read as follows:

Fences are limited to the rear yards and may not extend nearer the street than the rear corner of the building nearest the side lot line. In no event shall a fence be less than fifty (50) feet from either subdivision street. No construction of any fence is permitted until approval is received in writing by the Developer or Architectural Control Committee. Landscaping may be required along the fence at the discretion of the approving authority. Wood fences are to be sealed and maintained.

In all other respect the Declaration remains unchanged.

**SBI LIMITED PARTNERSHIP,
OWNER OF LOTS: 1, 2, 3, 4, 5, 6,
7, 8, 9, 10, 11, 12, 13, 14, 15, 16,
17, 18, 19, 20, 21, 22, 23, 25, 26
and 27.**
Dobie Road, Suite 130
Okemos, MI 48864

Shari A. Mann
Shari A. Mann

By: Keith L. Schroeder
Keith L. Schroeder, President of
Schroeder Builders, Inc., General
Partner

Michelle Annis
Michelle Annis

STATE OF MICHIGAN)

COUNTY OF INGHAM)

The foregoing was acknowledged before me on May 4th, 1999, by Keith L. Schroeder, President of Schroeder Builders, Inc., the General Partner of SBI Limited Partnership, a Michigan limited partnership.

Shari A. Mann
Shari A. Mann, Notary Public
Ingham County, Michigan
My commission expires: July 21, 2000

Prepared by: Shari A. Mann/Schroeder Bldrs., Inc.
4665 Dobie Rd., Ste. 130, Okemos, MI 48864
349-0560

309

2

Liber	2733	Page	1015
Recd No	114637	RECORDED	
MSBR	2.00	990011807	
MISC	9.00	02/16/1999 09:35:49	
		REGISTER OF DEEDS	
		Paula Johnson	
		INGHAM COUNTY, MI	
Total	11.00		

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS

STEEPLECHASE

THIS DECLARATION, made this 28th day of February, 1999 by DeWitt Development L. L. C., a Michigan L. L. C. Of 4665 Doble Road, Suite 130 Okemos, MI 48864 with a mailing address of P. O. Box 405 DeWitt, MI 48820, hereinafter called the "Developer".

WITNESSETH:

We, the undersigned, being owners of at least eighty (80%) percent of the lots and real property known as Steeplechase, a Subdivision on part of the Northeast fractional 1/4 of Section 34 and a part of Government Lot 4 of the Southeast fractional 1/4 of Section 27, T4N, R1E, Williamstown Township, Ingham County, Michigan according to the recorded plat thereof as recorded in Liber 52 Of Plats, Pages 6 through 10, Ingham County Records declare and make the following declaration to amend the restrictions, and uses to which the lots may be put and we do hereby specify and agree with each other that said declarations shall constitute covenants to run with the land and shall be binding on all parties and all persons claiming under them, on all lots number 1 through 27, inclusive in the above named subdivision.

That Page 11 under the restrictions entitled Article IX RESTRICTIVE COVENANTS Section 4. BUILDINGS. (f) EXTERIOR WALLS to read as follows:

f. EXTERIOR WALLS.

All exterior walls from grade to first floor ceiling, to be of predominantly masonry materials approved by the developer. Fireplace chases to be of masonry materials to top. In NO instance will cinder or concrete block be approved. Bays, pop outs, dormers and other architectural detailing need not be masonry at the developers discretion. The developer has the option to reduce or eliminate the masonry requirement in cases of walls not visible by any other home or in view from any street. The developer to approve all plans, specifications, elevations, exterior materials and exterior colors.

Steeplechase Association Declaration of Covenants and Restrictions


See 2

Liber 2733 Page 1016

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the day and year first written above.

Signed and Sealed in presence of

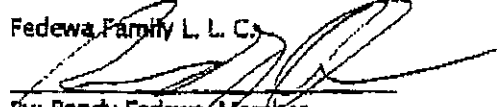
Signed and Sealed:


Roger Dear

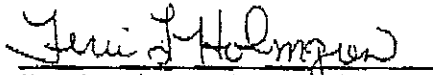
DeWitt Development L.L.C. by:
SBI Limited Partnership by
Schroeder Builders, Inc.
Its General Partner


By Keith L. Schroeder, President


Terri L. Holmgren

Fedewa Family L.L.C.

By: Randy Fedewa, Member

The foregoing instrument was acknowledged before me this 3rd day of March, 1999 by Randy Fedewa, Member of Fedewa Family L.L.C. and Keith L. Schroeder, President of Schroeder Builders, Inc., General Partner of SBI Limited Partnership, of DeWitt Development L.L.C.


Terri L. Holmgren Notary Public,
Clinton acting in Ingham County, MI
my commission expires 11/13/2002

Drafted under the direction of DeWitt Development, L.L.C. of 4665 Dobie Road Suite 130 Okemos, MI 48864

After recording return to: DeWitt Development L.L.C. P.O. Box 405 DeWitt, MI 48820