

## AGREEMENT AND RESTRICTIONS

KEATINGTON SHORES

WHEREAS, the undersigned, Hilltop Company, as owner, has executed a plat for Keatington Shores, a subdivision of part of Section 20, T4N, R10E, Orion Township, Oakland County, Michigan, which plat is recorded in Liber 167 of Plats, Pages 34, 35, 36 & 37 Oakland County Records; and

WHEREAS, it is the intent and purpose of said party to subject the said Subdivision to certain building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges, as hereinafter set forth;

NOW, THEREFORE, for a valuable consideration and in consideration of the agreement of others and of the plan and purpose of said Subdivision and to the end that it may be restricted in its use so that it will develop into a residential community of the highest type, and in order to make said building restrictions, covenants, conditions, obligations, reservations, rights, powers and charges, binding and of full force and effect on all the above described premises, and upon the present and future owners and occupants of the same, the undersigned hereby certifies, declares and agrees that all of the above described premises shall if and when conveyed, be subject to and charged with all of the building and use restrictions, covenants, and charges, hereinafter set forth in this instrument and the record of this instrument in the Office of the Register of Deeds for Oakland County, Michigan, shall be notice of said restrictions to all purchasers of said premises.

1. With the exception of Lot 64, all of the said lots shall be used only for private residence purposes and no structure shall be erected, altered, or permitted to remain on any residential lot other than one single private family dwelling with attached private garage for not Less than two (2) cars. No detached garages shall be permitted. No dwelling shall exceed two stories except that a tri-level may be allowed in the discretion of the Architectural Control Committee.

2. Trailers, mobil homes, tents, shacks, barns, or any temporary building of any design whatsoever, are expressly prohibited within this Subdivision and temporary residence shall not be permitted in unfinished residential buildings. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling which shall be removed from the premises on completion of the building. Boats shall be stored with proper and adequate coverings in the rear of residences except as may be otherwise permitted by the Architectural Control Committee.

3. No lot shall be reduced in size by any method whatsoever. Lots may be enlarged by consolidation with one or more adjoining lots under one ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one lot as shown on the recorded plat.

4. No residence shall be erected or constructed on any lot which has

a living floor space exclusive of garage and porches of less than the following:

- (a) 1 - Story Ranch 1,300 sq. ft.
- (b) 2 - Story 800 sq. ft. on first floor  
(provided the total square footage shall be not less than 1,500 sq. ft.)
- (c) 1 1/2 Story 1,000 sq. ft. on first floor  
(provided the total square footage shall be not less than 1,400 sq. ft.)
- (d) Tri-level Not less than 1,200 sq. ft.  
exclusive of basement and lower level.

5. No residence shall be erected, placed, or altered, on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location.

Subject to the provisions hereafter set forth, the Architectural Control Committee shall consist of one (1) or more persons appointed by the owner and proprietors of said Subdivision, its successors and assigns, and the said owner and proprietor shall have the right to assign this power of appointment in such form as it desires, to any person or corporation which it may by an instrument in writing designate.

6. No trees which exceed six (6) inches in diameter shall be removed or cut without permission from the Architectural Control Committee, nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping on said lot without the prior consent of the Architectural Control.

7. No buildings may be moved on to any lot or lots in this Subdivision

8. The erection of any new building, or repair of any building damaged by fire or otherwise, shall be completed as rapidly as possible and should the owner leave such building in an incomplete condition for a period of more than six (6) months, then the Architectural Control Committee, or its authorized representative, is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at its discretion, and in either event, the expense incurred shall be charged against the owner's interest therein and shall be a lien upon said lands and premises.

9. No outbuildings of any nature whatsoever shall be permitted, said provision being intended to exclude tool and equipment sheds, buildings appurtenant to swimming pools, and any structure or structures other than the main residence building itself.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers

properly concealed from public view. Outdoor burning of trash shall be restricted to the rear twenty (20) feet of any lot.

11. Swimming pools shall not be constructed without submission of plans therefor showing dimensions, locations on lot, etc., to the Architectural Control Committee for approval. Plans shall include proposed safety fencing. The said Committee in passing on such plans shall be governed by the same principles as set forth in Paragraph 16 herein.

12. (a) No trailers or commercial vehicles, other than those present on business, may be parked in the Subdivision.

(b) No laundry shall be hung for drying in such a way as to be readily visible from the street on which lots front.

(c) All mail boxes shall be of uniform size, color and name design, and shall be located uniformly with reference to the dwellings.

13. The raising, keeping, or maintaining of livestock, poultry, and the like is strictly prohibited, except that dogs, cats, or pets of like character can be kept or maintained as such on the premises, when such keeping or maintaining does not constitute a neighborhood nuisance.

14. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. With the approval of the Architectural Control Committee a builder or developer may install a sign not more than 200 square feet to advertise the property during the construction and sales period. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.

15. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

16. No building, fence, wall or other structure shall be commenced, erected or maintained on any lot nor shall any addition to or change or alteration therein be made, except interior alterations, until the plans and specifications showing the nature, kind, shape, height, materials, color scheme, location on lot and approximate cost of such structure and the grading plan on the lot, including grade elevations of buildings to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee or its authorized agent, and a copy thereof as finally approved, lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration suitability of the proposed buildings or other structure to be built, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property.

It is understood that the purpose of this paragraph is to cause the Subdivision to develop into a beautiful, harmonious, private residence section.

17. HILLTOP COMPANY reserves the right to dredge, fill, and construct canals upon other land in "Keatington", and to perform such other work in connection with Voorheis Lake as it in its sole discretion shall determine. Any owner of a lot in this Subdivision does hereby waive his right to object to such work or to the extension of use of Voorheis Lake resulting therefrom.

18. The owner of every lot in Keatington Shores shall automatically become a member of Keatington Home Owner's association, a Michigan Non-Profit Corporation, which membership confers privilege of the use of the beach facilities on Outlot "c", Keatington subdivision No. 2 as recorded in Liber 5325, Page 657, Oakland County Records; further said membership shall be subject to the imposition of such dues and such assessments as cost of maintenance and/or improvement of said Outlot "C". Such dues and assessments shall be due and payable within thirty (30) days of billing and shall not exceed Forty and 00/100 (\$40.00) Dollars per lot annually. In the event any member shall fail or refuse to pay such dues or assessments when due, the Register of Deeds for Oakland County against the lot of such delinquent member, showing the amount due and owing as a lien on such lot until fully paid. Upon Payment, the Association shall issue an appropriate discharge of such lien in a form eligible for recording.

19. The owner of every lot in Keatington Shores shall, as a member in good standing of Keating Home Owner's Association, be entitled to and subject to all of the rights, privileges and obligations of said Association, as provided in its Articles of Incorporation and By-Laws.

20. Lots No. 1, 63, and/or 64 may be used as part of the beach facilities located on the aforementioned outlot "C".

21. Except as otherwise provided herein, these covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part provided, however, no such amendment or change shall be binding upon Keating International Corporation, without its written consent.

22. Front, rear and sideyard setbacks for all lots in Keatington Shores shall conform to the requirements of the R-3 districts of the Orion Township Zoning Ordinance, except in the following respects:

(a) The front setback for Lots No. 1 through 64 may be reduced to 25 feet.

(b) Lot No. 1 rear setback may be reduced to 23 feet.

(c) Lots No. 2, 3, 4, 5, & 6; east sideyard may be reduced to 5 feet.

(d) Lot No. 7; east sideyard may be reduced to 5 feet and rear sideyard reduced to 25 feet.

(e) Lots No. 8&9; rear setbacks may be reduced to 20 feet.

(f) Lots No. 10, 11, & 12; west sideyard may be reduced to 5 feet.

(g) Lots No. 13; south sideyard may be reduced to 5 feet.

(h) Lot No. 14; south sideyard may be reduced to 5 feet and rear setback may be reduced to 20 feet.

(i) Lot No. 15; north sideyard may be reduced to 5 feet and rear setback may be reduced to 20 feet.

(j) Lots No. 16, 17, 18; the north sideyard may be reduced to 5 feet.

- (k) Lot No. 20; the rear setback may be reduced to 25 feet.
- (l) Lot No. 21; the west sideyard may be reduced to 5 feet.
- (m) Lot No. 24; the east sideyard may be reduced to 5 feet.
- (n) Lots No. 27, 28, & 29; the rear yards may be reduced to 25 feet.
- (o) Lots No. 21 & 32; the rear yards may be reduced to 20 feet.
- (p) Lots No. 34, 51, 52, 53, 54, & 64; the rear yards may be reduced to 25 feet.

23. Enforcement shall be by proceedings in a civil action against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto.

24. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

Violation of any condition or restriction or breach of any covenant herein contained shall give the parties hereto in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection or other violation that may be or exist thereon contrary to the intent and provision hereof, and the parties hereto shall not thereby become liable in any manner for trespass, abatement or removal.

IN WITNESS WHEREOF, the undersigned hereto have set their hand and seal on this 6th day of June, 1979.

In the Presence of:

HILLTOP COMPANY  
a Michigan Corporation

\_\_\_\_\_  
Marilyn J. Davis

\_\_\_\_\_  
Kevin J. Keating, President

\_\_\_\_\_  
Patricia Beebe

\_\_\_\_\_  
Douglas P. Keating, Secretary

\_\_\_\_\_  
Joseph E. Zimmer

\_\_\_\_\_  
Susan E. Zimmer

\_\_\_\_\_  
F. Murray Nice

\_\_\_\_\_  
M. Dorothy Nice

CAPITAL SAVINGS AND LOAN

\_\_\_\_\_  
Robert E. Clark, President

\_\_\_\_\_  
Harry W. Chambers, Vice President

STATE OF MICHIGAN)

) ss.

COUNTY OF OAKLAND)

On this 6th day of June, 1979, before me the subscriber, a Notary Public in and for said County appeared KEVIN J. KEATING and DOUGLAS P. KEATING, to me personally known, who being by me duly sworn did say they are the PRESIDENT AND SECRETARY of HILLTOP COMPANY, A Michigan Corporation, and that the seal affixed to said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and KEVIN J. KEATING and DOUGLAS P. KEATING acknowledged said instrument to be the free act and deed of said corporation.

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Marilyn J. Davis

Notary Public, County of Oakland

My Commission expires: 8-6-80