

## AGREEMENT AND DECLARATION OF RESTRICTIONS

For

"KEATINGTON SUBDIVISION NO. 2"

WHEREAS, the undersigned, Keating of Michigan, Inc., as owner, has executed a plat for KEATINGTON SUBDIVISION NO. 2, a subdivision of part of Section 20, T. 4 N., R. 10 E., Orion Township, Oakland County, Michigan, which plat is recorded in Liber 126 of Plats, Pages 12, and 13, 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; and

WHEREAS, it is the intent and purpose of the party hereto to have telephone lines installed underground to serve Lots 146 through 247, and to have electric power distribution lines placed underground, (except necessary cable poles), transformers, secondary connection pedestals or switching cabinets to supply single phase, 120/240 volt, three wire, 60 cycle service, to serve Lots 146 through 247.

NOW, THEREFORE, for a valuable consideration and inconsideration 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, conditions and obligations, reservations, rights, powers, easements 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.

## PART I

1. All of said lots except outlots "A", "B", and "C" 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, and attached garages, except as otherwise provided by the Architectural Control Committee, shall be designed and constructed so that the garage doors face the street on which the lot fronts. No dwelling shall exceed two stories except that a tri-level may be allowed in the discretion of the said Committee.

2. Trailers, mobile homes, tents, shacks, barns, or any temporary building of any design whatsoever, are expressly prohibited

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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<br>(provided the total square footage shall be not less than 1,500 sq. ft.) |
| (c) 1 1/2 Story   | 1000 sq. ft. on first floor<br>(provided the total square footage shall be not less than 1400 sq. ft.) |
| (d) Tri-level     | Not less than 1,200 sq. ft.<br>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, 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 Committee or its duly authorized representative.

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

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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, than 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, location 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 asset 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 on the site upon which it is proposed to erect the same, 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. Use of Outlots located in "KEATINGTON SUBDIVISION", the plat thereof being recorded in Liber 116 of Plats, pages 39, 40, and 41, Oakland County Records.

(A) Reference is made to Part I, Paragraph 17 of an Agreement and Declaration of Restrictions for Keatington Subdivision, as recorded in Liber 4844, Page 740, Oakland County Records. The provisions of said Part I, paragraph 17, of said "Agreement and Declaration of Restrictions for Keatington Subdivision" are quoted as follows:

"17. Use of Outlots

(a) Outlot "B" shall not be used for residential purposes, but may, subject to the approval of the Architectural Control Committee, be used to provide a decorative entrance gateway to this Subdivision or to "Keatington".

(b) Subject to the provisions hereafter contained, Outlot "C" in said Subdivision is reserved by Keating of Michigan, Inc., for the use of the owners of lots in said Subdivision as a recreational and beach area, including the parking of vehicles.

(c) The said Outlot "C" is to be reasonably enjoyed by the owners of lots and toward that end, Keating of Michigan, Inc., owner, reserves the right to establish reasonable rules and regulations from time to time for the use and operation of said recreational and beach areas. Boating shall be permitted by license only, it being understood that all lots abutting Voorheis Lake shall be entitled to one such license per lot. Additional licenses may be issued by Keating of Michigan, Inc., in accordance with such rules and regulations as it may establish.

(d) Keating of Michigan, Inc., reserves the right to grant the use of Outlot "C" for the same purposes and pursuant to the same rules and regulations to other owners of lots in any subsequent plat or parcels in other parts of "Keatington" outside this Subdivision.

(e) Keating of Michigan, Inc., reserves the right to use or grant the use of an easement in, over, and upon Outlot "C" for

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access to Outlot "A". The said Outlot "A" is reserved as a well site and for the location of equipment for a water distribution system for this Subdivision and other property outside of this Subdivision and is further reserved for such purposes for other unplatted land in "Keatington". In the event the use of said Outlot "A" as part of a water system is terminated, Keating of Michigan, Inc., reserves the right to use said lot for additional recreational and beach facilities or in its discretion for residence purposes, subject to these restrictions, and to permit the sale thereof in parcels of a size similar to lots in this Subdivision; each such parcel shall be then considered a separate residential lot.

(f) As used herein, the word "Keatington" refers to that land described in a certain Trust Mortgage made June 15, 1964, by and between Keating of Michigan, Inc., and National Bank of Detroit, which instrument is recorded in Liber 4585, Pages 163 through 191, inclusive, Oakland County Records.

(g) At such time as Keating of Michigan, Inc., shall in its sole discretion determine, the title to Outlot "C" together with the powers hereinabove reserved to it may be transferred, subject to the provisions for use thereof as herein contained, to a Michigan Corporation formed for the purpose of maintaining and operating said Outlot "C". Upon the formation of said Corporation and conveyance of said Outlot "C" to it, the responsibility for the payment of all expenses of maintenance, property taxes, etc. and for the regulation of said Outlot shall be transferred to said Corporation.

At such time as the said Corporation is formed, each lot owner in this Subdivision or Keatington for whom such privilege of use of Outlot "C" is reserved herein, shall become members therein. The said Corporation shall impose such dues and such assessments as deemed necessary by its Board of Directors to pay property taxes and to defray the cost of the maintenance, and/or improvement of the said Outlot "C". Such dues and assessments shall be due and payable within thirty (30) days of billing and shall not exceed Forty (\$40.00) Dollars per lot annually. In the event any member shall fail or refuse to pay such dues or assessments when due, the Corporation may record a statement in the Office of the Register of Deeds for Oakland County against the lot of such delinquent member, showing the amount due and owing and upon the lien on such lot until fully paid. Upon payment, the Corporation shall issue an appropriate discharge of such lien in a form eligible for recording.

(h) Until such Corporation is formed, each lot owner in this Subdivision or in "Keatington" for whom the privilege of use of Outlot "C" is reserved herein, shall pay to Keating of Michigan, Inc., the said annual maintenance fee provided in Subparagraph "g" above, which fee shall be determined by Keating of Michigan, Inc., shall not exceed Forty (\$40.00) Dollars annually. Keating of Michigan, Inc., shall maintain such amounts collected in a separate account to be used for the purpose herein recited. At such time as a Corporation as above provided is formed, the then remaining balance in such account shall be transferred thereto. Keating of Michigan, Inc., shall be deemed to have only one membership, notwithstanding its ownership of more than one lot in this Subdivision and/or "Keatington" and shall be responsible for the payment of only one annual charge as a single member.

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(B) Pursuant to the authority contained in the aforesaid Declaration of Restrictions, Keating of Michigan, Inc. hereby grants the use of Outlot "C", Keatington Subdivision, to the owners of lots in Keatington Subdivision No.2, subject, however, to all of the restrictions recited in subparagraph "(A)" above; provided however, the owners of lots in said Keatington Subdivision No.2 shall not have the right to park vehicles in or on Outlot "C".

18. The provisions of paragraphs 1 through 16, inclusive of these restrictions are applicable to this Subdivision only and shall not extend to other unplatted land in "Keatington". This provision is specifically intended to preclude the application of the doctrine of reciprocal negative easements to such other unplatted land.

19. These restrictions are not applicable to the several outlots except as otherwise specifically provided herein.

20. Keating of Michigan, Inc., 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 there from.

#### PART II

The following restrictions, reservations, covenants, and obligations, applicable to easements for public utilities as reflected on the recorded plat of this Subdivision, are hereby established:

21. No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind, except line fences, and then only as approved by the Architectural Control Committee as hereinbefore provided, shall be allowed within the public utility easements of the subdivision. Except as provided herein, the owners shall have the right to make any use of the land, subject to such easements, which is not inconsistent with the right of the utilities; provided, however, that the owners shall not plant trees or large shrubs within the public utility easements. The public utilities shall have the right to trim or remove trees, bushes, or other plants of any kind within said easements and also shall have the right to trim the roots and foliage which grow into the easements belonging to trees, bushes or other plants of any kind lying outside of said easements and, which, in the sole opinion of the utilities, interferes with the facilities thereto or is necessary for the installation, reinstallation, modification, repair, maintenance or removal of their underground facilities in any public utility easement of the Subdivision. A public utility shall incur no liability for its trimming or removal of such trees, shrubs, or plants of any kind or their roots for the purpose set forth above.

22. No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front doors of the transformers or switching cabinets; nor shall such shrubs or foliage be permitted within five (5') feet of service connection pedestals.

23. The original or subsequent owners of all Lots in this Subdivision shall install underground, own, maintain and replace, at

their own expense, the single phase electric service conductors lying between the transformers or service connection pedestals located in said easements and the residences erected on said lots.

24. The installation of all underground service conductors, type USE, shall be in compliance with the National Electrical Code for direct burial and consist of three service conductors at least 1/0 copper in size, type RHW, rubber insulated and neoprene jacketed.

25. The grade established by the undersigned at the time the utilities place their underground facilities in the easements shall be considered final or finished grade.

No property owner shall make any change in such grade in or near easements or alter any ground conditions, including drainage, when the change in grade or alteration of ground conditions, in the opinion of the utility concerned interferes with the facilities already installed.

26. Property owners shall pay to the utility concerned the cost of relocation or rearrangement of utility equipment, where in the opinion of the utility, such relocation or rearrangement is made necessary because of a violation by the property owner of any of the foregoing restrictions pertaining to utility underground installations.

27. The foregoing restrictions contained in Paragraphs 21 through 27, inclusive, shall be covenants running with the land and shall not be subject to termination without the consent of the utilities concerned.

28. 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 of Michigan, Inc., without its written consent.

29. 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.

30. Invalidation of anyone of these covenants by judgment or court order shall in no wise 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

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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 26th day of February, 1969.

KEATING OF MICHGAN, INC.,  
a Michigan corporation,

In the Presence of:

By:

Howard T. Keating, President

Wesley E. McAtee

By:

Evelyn A. Marquis, Secretary

Sophie W. Korte

STATE OF MICHIGAN)

) ss.

COUNTY OF OAKLAND)

On this 26th day of February, 1969, before me the subscriber, a Notary Public in and for said County appeared Howard T. Keating and Evelyn A. Marquis, to me personally known, who being by me duly sworn did say they are the President and Secretary of KEATING OF MICHGAN, INC., a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Howard T. Keating and Evelyn A. Marquis acknowledged said instrument to be the free act and deed of said corporation.

Sophie W. Korte  
Notary Public, Oakland County,  
Michigan

My Commission expires: October 2, 1972

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