

BUILDING AND USE RESTRICTIONS

"KEATINGTON MEADOWS"

Township of Orion
Oakland County, Michigan

For the purpose of maintaining appearances for the following property, the following protective covenants shall run with the land and apply from the date hereof for a period of twenty-five years, and said protective covenants shall apply to the following described property:

Lots 1 to 132 inclusive, KEATINGTON MEADOWS SUBDIVISION, Part of the Southeast 1/4 of the Northeast 1/4 of Section 29, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, as recorded in Liber 140 of Plats on pages 32 and 33, Oakland County Records.

- I. PURPOSE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwellings, not to exceed two stories in height and private garages for one or two cars.
- II. DWELLING SIZE. No dwelling shall be permitted on any lot having less than 1000 square feet of living area within the building lines, exclusive of porches and garages; and the exterior construction of residential buildings must be of new material.
- III. SET-BACKS AND SIDE YARD LINES. No dwelling shall be located nearer than 30 feet to the front lot line, nor nearer than 35 feet to the rear lot line, nor nearer than 5 feet to the side lot line, nor nearer than 30 feet to a side street line. Side yards shall contain a total of 15 feet on all interior lots.

Garage location on corner lots must conform to the building setback from the side street line. There will be a minimum of 20 feet between the house with 10 feet minimum on the drive side. Buildings with attached garages shall be 15 feet between buildings and a minimum of 5 feet from the side lot line.
- IV. INTERPRETATION OF MAIN BUILDING. For the purpose of this covenant, eaves, steps, open porches and garages shall not be considered as a part of the main dwelling.
- V. LOT SIZE. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the main building set-back line, nor shall any main building be erected on any lot having less than 8,400 square feet in total lot area.
- VI. EASEMENTS. Easements for installation and maintenance of public utilities and drainage facilities are reserved as shown on the plat, except as may be otherwise provided herein. Each owner shall maintain the surface areas of easements within his property, to keep grass and weeds cut, to keep the areas free of trash and debris, and to take such action as may be necessary to eliminate or minimize erosion.

- VII. GARAGES. Attached garages must conform to the side yard restrictions as designated in Paragraph III, and shall be a minimum of 15 feet between houses and a minimum of 5 feet from the side lot line. Garages may be erected to the rear of any main dwelling and may be erected no nearer than 6 feet to the rear lot line, and a minimum of 3 feet to the interior side yard line, except that garages may abut any easements located in the rear of said lots.
- VIII. FENCES. All fences along the side lot line shall be of chain link or painted wood picket construction, and shall not extend beyond the front building set-back line. The height is not to exceed 4 feet.
- IX. NUISANCES. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
- X. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.
- XI. ANIMALS AND LIVESTOCK. No animals or livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
- XII. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than 5 square feet advertizing the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period. No professional signs of more than 1 square foot are permitted.
- XIII. GARBAGE. No lot shall be used or maintained for a dumping ground. Rubbish, trash, garbage or other waste shall not be kept, except in sanitary containers. Incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- XIV. MATERIAL CONSTRUCTION ABOVE GRADE LINE. In no case shall any dwellings be constructed of cinder or cement block above the grade line of the house.
- XV. DRILLING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- XVI. SIGHT LINES. No fences, wall, hedge or shrub planting which obstructs the sight lines at the elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines; or, in the case of a rounded property corner, from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such line.

- XVII. TRADE OR BUSINESS. No business, trade, professional or commercial activity of any kind, or home occupation, shall be conducted in any building or in any portion of the property.
- XVIII. LOCAL ZONING LAWS. These restrictions shall govern where they exceed the minimum requirements of the zoning laws of the Township of Orion. In the event, however, the zoning laws of the Township of Orion exceed the restriction requirements as set forth, then in that event, the zoning laws of the Township of Orion shall govern.
- XIX. DURATION. All the restrictions, conditions, covenants, charges, easements, and agreements herein contained, shall be for a period of twenty-five years from the date hereof and shall automatically be continued thereafter for successive periods of ten years each, provided, however, that the owners of the fee simple title of two-thirds or more of the lots in said plat may release all or part of said lots from all or any portion of these restrictions at the end of the first twenty-five year period, or any successive ten year period thereafter, by executing and acknowledging any appropriate agreement or agreements, in writing, for such purposes and filing same for record in the office of Register of Deeds for Oakland County, Michigan, at least two years prior to the expiration of the first twenty-five year period or any ten year period thereafter.
- XX. STORAGE OF INOPERATIVE VEHICLES. No inoperative vehicles or commercial vehicles, house trailers or mobile homes, boats and boat trailers shall be permitted to be parked or stored on any lot in said subdivision unless such vehicles are parked or stored in a garage on said lot which conforms to the requirements pertaining to the construction of garages as set forth above.
- XXI. All lot owners in Keatington Meadows Subdivision shall, incidental to ownership, become a permanent member of Keatington Meadows Maintenance Association, a non-profit association to be established for the sole purpose of providing maintenance for park areas and easements within and adjacent to Keatington Meadows Subdivision. Said association shall have the power to assess and collect dues to accomplish such maintenance purposes.
- XXII. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- XXIII. INVALIDATION. Invalidation of any one 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.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands this 25th day of August, 1975.

Witnessed:

Leigh A. Suge
Leigh A. Suge

Leslie Share
Leslie Share

KEATING INTERNATIONAL CORPORATION,
A Michigan Corporation

Howard T. Keating
Howard T. Keating, President

Douglas P. Keating
Douglas P. Keating, Secretary