

RECORDED
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REGISTER OF DEEDS
Pamela Johnson
INGHAM COUNTY, MICH

LIBER **1611** PG **740**

SUPPLEMENT TO RESTRICTIVE COVENANTS
KEYSTONE SUBDIVISION

DEVELOPER: Burcham Drive Development Company
A Michigan Limited Partnership
1501 North Shore Drive
East Lansing, Michigan 48823

KEYSTONE SUBDIVISION: A subdivision of 103 lots and a Keystone common area located in Meridian Township, Ingham County, Michigan as more specifically set forth in a plat recorded at Liber 41 pages 20 through 23 on 1/26/87.

TO THE PUBLIC

- A. An original declaration of Restrictive Covenants of Keystone Subdivision relating primarily to flood plain definition and effect of Michigan Department of Natural Resources Flood Plain Requirements on building construction were previously drafted and recorded with the Subdivision Plat at Liber 1607 pages 571 through 580, Ingham County Records. This supplement to the original Restrictive Covenants of Keystone Subdivision is to be read and enforced in conjunction with that original declaration or Restrictive Covenants in all respects.
- B. This Supplement to Restrictive Covenants, like the original Covenants, shall be binding upon all persons owning lots in Keystone Subdivision, or those parties claiming under persons having such ownership.
- C. These Supplemental Restrictions and Covenants are to run with the land and shall be binding upon all such persons as above described.

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- D. Invalidation of these Covenants and Restrictions by judgement or court order shall in no way affect any of the other provisions, restrictions and covenants, which shall remain in full and effect.
- E. Amongst the purposes for such Deed Restrictions and Restrictive Covenants is the establishment of a subdivision of quality homes neat in appearance and well maintained and in full compliance with applicable Meridian Township Code and State and Federal Law. As indicated specifically in the Restrictions, amongst other things, Developer reserves the right to pre-approve the type and style of home construction and related structures, which right may be assigned to an assignee or successor entity, including a homeowners/lot owners association which will be formed.

SUPPLEMENTAL DEED RESTRICTIONS AND RESTRICTIVE COVENANTS

1. USE OF LOTS: No lot or lots situated in Keystone Subdivision shall be used for other than single family residential purposes. No building or structure intended for or adapted to business purposes (except as may be allowed under Meridian Township R.A. Zoning) or any multiple family dwelling shall be erected or maintained on any lot or any part of any lot. No structure constructed on such lot or lots may be used for commercial or retail purposes or in any way which is inconsistent with single family residential use.

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Developer reserves the right to construct, maintain and use for purposes of advertisement of Keystone Subdivision, appropriate signs and other displays, and a model or models of the type of homes representative of desired construction in Keystone Subdivision.

2. **COMMERCIAL SIGNS/ADVERTISING:** Except as above described, no commercial signs or advertising shall be placed upon any lot in Keystone Subdivision and no lot owners shall engage in any commercial advertising activity that would involve the placement of commercial signs or advertising material on or near any lot in Keystone Subdivision. No signs or other advertising shall be displayed on any lot in Keystone Subdivision except (A) for-sale signs designating either a vacant lot or home on a lot is for sale and (B) political yard signs. As regards political yard signs, not more than one such political yard sign is permitted per lot and the time of use of such political yard sign is limited to thirty days prior to the election to which such signs relate and any such sign shall be removed within two days following such election day. As regards for-sale signs relative to a lot or home on a lot, such signs shall be removed within two days of the sale of any such lot or home on a lot.
3. **COMMERCIAL VEHICLES:** No commercial trucks and no commercial vehicles or vehicles used primarily for commercial purposes shall be stored or parked on any lot or common area in Keystone Subdivision or parked in any residential street in Keystone Subdivision, except and unless located temporarily in a

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closed garage or unless temporarily engaged in transporting items to or from a lot or residence in Keystone Subdivision.

4. **MINIMUM CONSTRUCTION STANDARDS AND RELATED PROVISIONS:**
 - (a) No building shall be constructed on any lot or lots in Keystone Subdivision with an enclosed space/foundation size, exclusive of garage, basement and open porches, of less than 1,400 square feet. Single story structures shall consist of enclosed space of not less than 1,400 square feet, exclusive of garage, basement and open porches. Two-story structures shall consist of enclosed space of not less than 960 square feet on the first floor, and 700 square feet on the second floor, exclusive of garage, basement and open porches. No building or structure of greater than two stories in height shall be constructed.
 - (b) All homes constructed on any lot in Keystone Subdivision shall have an attached garage at least two cars in size. All garages must be attached to the home and be constructed of the same or aesthetically compatible materials as the ground floor of the home to which it is attached. Inside walls of any garage shall be drywalled, paneled or otherwise covered with an equivalent material to paneling or drywall. The same requirement shall apply to the ceiling of any such garage. All garages shall have full sized garage doors to permit entry and exit of vehicles. No carports shall be permitted.
 - (c) At least 50% of the exterior surface of any home and garage in Keystone Subdivision must be of brick and/or wood. Aluminum or vinyl siding is permitted but only in conjunction with the use of brick. In the event that aluminum or vinyl

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siding is used to cover the exterior surface of a home or garage, such vinyl or aluminum siding shall not cover more than 50% of the exterior surface.

- (d) All garages shall be served by a paved driveway constructed of either cement, brick or asphalt.

- (e) Landscaping is required as a related condition of construction on any lot in Keystone Subdivision. Minimum landscaping requirements include foundation plants at the front of any home and at least two hardwood or other Developer-approved trees of at least four inches in diameter located between the front of the home and the street. All landscaping must have the written pre-approval of Developer or its assignee. Sodding or establishment of a green lawn shall occur within ninety days of occupancy or not later than the next growing season, whichever occurs first. Other than the driveway, adjacent walkways, and sidewalks, the front yard area between the front of a home and the street shall be sodded or grassed so that a green front lawn is created.
- (f) No fences, ornamental construction, or ornamental devices and monuments (for example, bird baths, plastic flamingos, sculptures, flag poles and the like) shall occur or be placed in the front yard (defined as land between the front of home and street) without the express written approval of Developer or assignee. Any fences sought to be constructed in side yard or rear yards shall be pursuant to applicable codes of Meridian Township and subject to approval of Developer or its assignee as described elsewhere in these Restrictions. Unless

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otherwise prevented by applicable township code, no fence shall be constructed greater than five feet in height, without the express prior approval of Developer or its assignee.

- (g) During construction, lot owners will insure that streets and any other easements are kept reasonably clean, free from debris and accessible and usable for their intended purpose during the construction period. Except for basement backfill, excavation materials and fill derived from construction activity shall either be used by the lot owner within a reasonable time or the Developer will have the right to remove it at such lot owner's expense and use such excavation materials and fill as Developer sees fit without further obligation to the lot owner.
5. APPROVAL OF PLANS: For the purpose of insuring the high standards of development contemplated by Developer, Developer reserves the power to approve construction and landscaping plans for all the buildings, structures, landscaping and other improvements placed on each lot in Keystone Subdivision before construction. Notwithstanding anything to the contrary contained in this Restrictions, and except for building restrictions relating to the flood plain, the Developer or entity acting in its stead, shall have the right to permit reasonable modification of minimum construction standards and other of these Restrictive Covenants where a strict enforcement of these provisions would work an unreasonable hardship.
- (a) No building, structure, fence, device, monument, other construction or initial landscaping shall occur, be placed or take place upon any lot in Keystone Subdivision unless and

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Until the plans and specifications for all such construction, landscaping and activity have been approved in writing either by Developer, or its successors and assigns. As indicated in subsequent provisions of this paragraph, Developer or its successors and assigns will review such plans in a timely fashion, if properly, timely and completely submitted, and in writing indicate its approval or disapproval within thirty days. Failure of Developer or its successors and assigns to act within thirty days may be deemed an approval.

Sufficient complete plans shall be submitted to Developer, including plot plan with location of driveway, walkways, patios, and porches, house elevation, house blueprints, landscaping plans, and information as to building and construction materials, prior to construction occurring. No construction shall occur without a person having previously submitted the above required plans and information for approval by Developer or its assignee.

- (b) Any such construction, landscaping, building, fence or other structure shown on plans approved by Developer shall be placed on the premises and lot strictly in accordance with the plans and specifications so approved.
- (c) Refusal to approve plans and specifications by Developer or other entity acting in its stead may be based on any ground or reason, including purely aesthetic grounds, which in sole and uncontrolled discretion of Developer or representative acting in its stead, shall be deemed sufficient.

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- (d) All such plans and information required by this restriction shall be submitted to Developer or entity acting in its stead within at least 30 days of anticipated start of construction. The 30 day time period shall begin only upon submission of complete plans and specifications as above described, and shall not commence upon any piecemeal submission of such plans and specifications. This time period of 30 days may be extended upon mutual agreement. If Developer or entity acting in its stead fails to approve or disapprove the complete plans and specifications submitted within 30 days after submission, then written approval shall not be required and such plans and specifications shall be deemed approved, provided, that no building or other construction or structure erected or landscaping placed shall violate any of the other Restrictive Covenants or applicable code provisions of Meridian Township and Michigan and Federal law.
- (e) Developer may appoint one or more persons to a committee whose purpose it is to approve and disapprove plans and specifications as above described. Developer may assign its right to approve and disapprove such plans to another individual, entity, or a committee to be formed. As indicated previously, Developer contemplates that a homeowners'/lot-owners' association will be formed. After Developer conveys all of its interest in any lands or lots within Keystone Subdivision, all privileges, powers, rights and authority for approval and disapproval of plans shall be exercised by and invested in either a committee to be selected by the owners of a majority of lots in Keystone

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- Subdivision or through the homeowners'/lot-owners' association that will be formed.
- 6. **SET-BACK REQUIREMENTS:** Set-back requirements reflected in applicable Meridian Township Ordinance or applicable State law or law of other governing body in current force and effect at time of construction shall be complied with by any developer or lot owner. Lot owners and contractors must confirm existing set-back requirements prior to construction. While Developer or entity acting in its stead may modify the set-back requirements upon appropriate circumstances, no modification of same nor any set-back requirements shall violate requirements of applicable Meridian township Ordinance or State Law unless as appropriate variance is obtained. Where more than one lot is acquired for purpose of a single building site, the side lot line shall refer only to the lot lines of adjoining property owners.
 - 7. **ADDITIONAL RESTRICTIONS AND NUISANCES:** No lot owners shall act in any way which results in the unreasonable disturbance to or quiet enjoyment of owners lots in Keystone Subdivision and their guests. The following specific prohibitions and restrictions are set forth both to specify certain prohibited or regulated activity and to exemplify the type of activity or acts of commission or omission which constitute an unreasonable disturbance of the quiet enjoyment designed to insure for owners of lots in Keystone Subdivision by these restrictions and, as examples, these are not limiting:

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- (a) No animals other than those usually and commonly designated as household pets shall be kept on any lot or in any building or structure upon any lot in Keystone Subdivision.
- (b) Owners of household pets shall not permit such animals to roam free in the subdivision lots or its common areas. Owners taking their household pets and animals outside the confines of their lot shall do so only if such animals are on a lead or leash or other similar device to control the animal. Household pets shall be attended by their owner or other appropriate representative when outside the home, except when such household pets are confined to an animal run, a dog run, chain, kennel or other similar enclosed area or similar device within the confines of the owner's lot. No dog or other household pet shall be permitted to roam free on any common area in the subdivision. Any dog house, kennel, dog run or other similar enclosure or device for the containment outside of any such household pet in the owner's lot, shall be screened by appropriate landscaping approved by Developer or his assignee as previously described and shall be subject to approval prior to construction, erection or placement on the lot.
- (c) No above ground swimming pool or other analogous structure shall be constructed on any lot, except hot tubs will be permitted if not larger than 36 square feet in size. Any such hot tub shall be adequately screened by fencing or landscaping pre-approved by Developer or its assignee. Below ground swimming pools are permitted if screened by fencing or landscaping pre-approved by Developer or his assignee. Any such below ground

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swimming pool constructed shall be constructed as approved and shall be fenced according to Meridian Township Ordinance and additionally shall be screened by appropriate solid appearing landscaping, such as an evergreen screen, which landscaping shall likewise be subject to the required pre-approval of Developer or his assignee. Any pool houses or related outbuildings used in conjunction with such approved below ground swimming pools shall be likewise be subject to the required approval of Developer or his assignee as above described.

- (d) No tennis courts shall be constructed in the front or side yard of any lot. Any tennis court or similar recreational area sought to be constructed at the rear of any lot in Keystone Subdivision shall be subject to the required pre-approval of Developer or his assignee as above described and any such approval is limited to the type of construction, if any, permitted by Meridian Township Ordinance. Any tennis courts so approved and constructed shall be screened by appropriate landscaping, which landscaping is likewise subject to the pre-approval of Developer or his assignee as above described. Any swing sets, slides, and similar recreational and hobby amenities for lot owners or their children shall be limited to the rear yard of any lot in Keystone Subdivision and shall not be placed in the front or side yards. Any such playground equipment or similar device shall be subject to the required pre-approval of Developer or his assignee and, additionally, shall be made of wood, or galvanized metal or other rust proof material and may be required to be screened by appropriate landscaping which is

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- likewise subject to the pre-approval of Developer or his assignee as above described.
- (e) Outbuildings, other than those that may have previously been described in these restrictions, shall not be placed in the front or side yards and shall be limited to the rear yards of any lots. No metal storage sheds are permitted in any event. Any such outbuildings are subject both to applicable Meridian Township and state ordinance,

code and legal requirements and the required pre-approval of Developer or its assignee.

- (f) After sale of any lot or lots in Keystone Subdivision, the owner of said lot or lots shall not permit weeds, underbrush or unsightly growth to grow or remain on any such lot and no refuse pile or unsightly objects shall be allowed to be placed or remain on any lot. Any grass, sod or landscaping placed upon any lot shall be appropriately and reasonably maintained by the lot owner so as to preserve neatness in appearance and landscaping integrity. Lawns shall be regularly mowed and maintained, and landscaping shall be regularly pruned and maintained by the lot owner upon which such lawn, sod and landscaping is located.

In the event that any lot owner shall fail or refuse to keep his/her lot reasonably free from weeds, underbrush or refuse piles or other unsightly growth or objects, or fail to properly and regularly mow and maintain sod, lawn and landscaping, then the Developer or appropriate representative of any homeowners'/lot-owners' association may enter upon such lot and remove

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such items or mow and maintain such items at the expense of the lot owner and such entry shall not be deemed a trespass. In the event of such entry onto an owners' lot and the removal of such items or the mowing or maintenance of lawn or landscaping, a lien may arise and be created in favor of the Developer or association and against such lot owner for the full reasonable amount chargeable to such lot for the removal of such items or the mowing and maintenance of lawn or landscaping and such amount shall be due and payable within thirty days after the lot is billed for such expense.

- (g) No recreational vehicle, travel trailer, utility trailer, boat, boat trailer, motorcycle, snowmobile or other trailer or similar recreational vehicle shall be permanently parked, stored or kept on any lot except and unless such vehicle or items is stored within the enclosed garage space of the premises located on that lot. No carports or temporary outdoor storage structures to store such items or to store any other items for any purpose shall be placed on any lot in Keystone Subdivision.
 - (h) The exterior of any home, outbuilding, fence or other structure constructed on any lot shall be reasonably maintained so as to prevent an unsightly or unmaintained appearance.
8. EASEMENTS: Utility and roadway easements exists as shown in the plat of Keystone Subdivision and are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities, storm water retention and for such other purposes incidental to the development of the property. All

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claims for damages, if any, arising out of the construction, maintenance and repair of utilities or storm sewer or roadway or other designated easements or on account of temporary or other inconvenience caused, against the Developer or any utility company, township or municipality or any of the agents or servants are waived by lot owners. Developer further reserves the right to change, lay out a new or discontinue any street, avenue or right-of-way shown on the plan of development not necessary for ingress or egress to and from the owner's premises, subject to the approval of the Township of Meridian if such township approval is required.

Streets shown on the plat of Keystone Subdivision are for the use of the public.

No lot owner shall impede, interfere with, or disrupt the construction, repair, maintenance or use of any private or public easement, street, right-of-way, or park/common area located within Keystone Subdivision.

The public utility easements shown on the plat are private easements and all other easements are for the uses shown on the plat.

9. COMMON AREAS/ASSESSMENTS: Keystone Subdivision as platted contains certain common areas for use of lot owners of Keystone Subdivision and their guests and certain areas designated for or committed to a currently unimproved future township park (Jessalee Park). Any common area within the subdivision, including the land committed to a future township park, until such park is actually dedicated to the township, shall be the

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responsibility of lot owners in said subdivision, collectively, to maintain. Upon formal dedication of the park to the township and its acceptance of the park as a township park, that area will become the responsibility of the township to maintain. Upon dedication of such area to the township and acceptance as a public park, that area will be open to the use of the public in accordance with applicable rules and regulations of the township, state and other applicable governing bodies. Other than the township park, upon its being dedicated to and accepted by the township, all such common areas in the subdivision are set aside for the mutual use and enjoyment by lot owners and their guests in Keystone Subdivision. No lot owner or their guests shall conduct activity which unreasonably impedes or prevents other lot owners and their guests from enjoyment of and access to such common areas, nor shall there occur any activity which unreasonably limits the right of the public to have access to and enjoyment of lands dedicated to the township and accepted by the township as a park.

As indicated previously, Developer will establish a homeowners'/lot-owners' incorporated association which will be empowered and shall manage the subdivision and collect such assessments as are reasonably necessary to maintain the common areas and/or any common recreational facilities that may be constructed in Keystone Subdivision, in good repair, maintenance, and to required safety standards. Upon establishment of such homeowners'/lot-owners' association, any past or future purchaser of a lot in Keystone Subdivision automatically becomes a member

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of such association, by virtue of such purchase or by virtue of ownership acquired by other means.

Developer has determined initially to establish such assessment at \$100.00 per year per lot, which amount may be pro-rated as of time of purchase or acquisition of ownership so that a calendar year basis for calculation of such assessments may be maintained. However, no assessment will be required or collected from lot homeowners until such time as twenty-seven lots in Keystone Subdivision have been sold. Upon the sale of the twenty-seventh lot in Keystone Subdivision, the assessment of \$100.00, or other amount if such assessment amount has been modified by Developer or association, will commence to be collected as above described. Until twenty-seven lots in Keystone Subdivision have been sold, the responsibility for maintenance of common areas and other expenses for which assessments are based will be that of Developer, who agrees to reasonably maintain such common areas at its own expense. As indicated, upon the sale of the twenty-seventh lot, all lot owners, present and future, of lots in Keystone Subdivision shall be entirely responsible for such expense and shall incur such responsibility by paying assessments in the amount of \$100.00 per year, pro-rated as of time of purchase on a calendar year basis, or such other amount as may be determined from time to time by the association.

Failure of a lot owner in Keystone Subdivision to pay any assessment lawfully required for the purpose of maintaining the common area or common recreational facilities in the subdivision shall be consider a violation of these restrictive covenants

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and shall subject said lot owner to a lien upon his/her premises and lot for the amount for such assessment. This lien may be enforced either by foreclosure or by suit at law for money damages. No owner of a lot within Keystone Subdivision may excuse himself/herself from paying his/her proportion of assessment by declining to use said common areas or recreational facilities within the subdivision. If a majority of the members of any such association or a majority of lot owners shall decide construct and maintain a particular amenity or structure on any common area, to the extent permitted by these restrictions applicable Meridian Township Code and state law, then each lot owner in Keystone Subdivision shall be responsible to the association or other entity that portion of the assessment necessary to collectively discharge the obligation for the cost of constructions and maintenance of any such amenity.

10. **REMEDIES FOR VIOLATION—INVALIDATIONS:** For a violation or a breach of any of these restrictive covenants by a person owning a lot in Keystone Subdivision or a person claiming by, through or under the Developer, or by virtue of any judicial proceeding, or the Developer, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms of these restrictive covenants and to prevent the continued or successive violation or breach of any of them. In addition to this right, the Developer shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation or of these restrictions exist, and

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summarily abate or remove such violation at the expense of the lot owner, in any such entry, abatement or removal shall not be deemed a trespass. A failure to enforce any of the reservations and restrictions shall not be considered a waiver of the right to do so and shall not bar future enforcement. The invalidation of any one or more of these restrictive covenants, or any provision of any particular restrictive covenant, by any court of competent jurisdiction, shall not effect any of the other reservations and restrictions or remaining portions of a restriction, all of which shall remain in full force and effect.

With reference to any lien imposed on any lot owner as above described, should any lot owner fail or refuse to satisfy and discharge any lien arising under the provisions of these restrictive covenants within 30 days, Developer or its successors and the signs including any association formed, shall have the right to interest on said liens at the maximum rate allowable by Michigan law from time to time, and shall be entitled additionally to receive all costs of enforcement and collection of any such lien including a reasonable attorney fee.

Burcham Drive Development Company, a Michigan limited partnership, as Developer, has established these supplemental restrictive covenants this 9th day of January 1987.

WITNESSES:

BURCHAM DRIVE DEVELOPMENT CO.,
A Michigan Limited Partnership

Ree Salvagno

By: Scott J. Fairmont

David Grenfell

Its: Managing General Partner

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STATE OF MICHIGAN)
) SS.
COUNTY OF INGHAM)

Subscribed and sworn to before me, a Notary Public, on this 9th day of January, 1987

Marie J. Salvagno, Notary Public
Ingham County, Michigan
My Commission expires: 8-1-89

Drafted by:
R. Bruce Carruthers
Attorney at Law
424 South Grand Avenue
Lansing, Michigan 48933