

Building and Use Restrictions

1. Developers - For the purpose of the agreement, Keating Building Company, a Michigan corporation, whose principal place of business is located at 22060 West Thirteen Mile Road, Birmingham, Michigan, or its successors and assigns, is hereby appointed, designated and hereinafter referred to as the "Developers."
2. All the said lots in the subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed 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, except as herein otherwise provided. No dwelling shall exceed two (2) stories in height and no detached garages shall be permitted.
3. Trailers, 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, and which shall be removed from the premises on completion of the building.
4. 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.
5. No residence shall be erected on any lot which has livable floor space exclusive of garage and porches of less than the following:
 - a) *1-story* - 1300 square feet
 - b) *2-story* - 900 square feet on the first floor Total of 1800 square feet on both floors.
 - c) *1½ story* - ~~1150~~ 1100 square feet on first floor.
 - d) *Tri Level* - 1200 square feet on first floor. First floor defined as total of main level and upper level.
6. [See restriction variation section, below.]
7. [See restriction variation section, below.]
8. [See restriction variation section, below.]
9. No old building may be moved onto any lots in this subdivision.
10. 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.
11. [See restriction variation section, below.]
12. [See restriction variation section, below.]
13. [See restriction variation section, below.]

14. Swimming pools shall not be constructed without submission of plans therefore showing dimensions, location on lot, etc., to the Architectural Control Committee for written approval. Plans shall include proposed safety fencing. Safety fencing shall meet Township requirements, however, the said Committee, in passing on such plans, in addition to the ascertaining compliance therewith, shall be governed by the same principles as set forth in paragraph 20 herein, except that the said Committee may in its discretion waive certain requirements in paragraph 13 above.
15. No trailers or commercial vehicles, other than those present on business, may be parked in the subdivision. No laundry shall be hung for drying in such a way as to be readily visible from the street on which lots front. All mailboxes shall be of uniform size, color and name design, and shall be located uniformly with reference to the dwelling and shall be maintained by the Pine Lake Estate Association. ~~All homes shall be equipped with electric garbage disposal units.~~
16. 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.
17. 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, which must be removed on the termination of [its] use.
18. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
19. The ~~"Board of Directors shall appoint Developers" heretofore designated, their successors and assigns, shall constitute the an~~ Architectural Control Committee from among its members. The Architectural Control Committee shall have authority to pass on plans and specifications and otherwise guide the development of the subdivision as planned and restricted herein. The Architectural Control Committee shall prepare rules and regulations for the conduct of its duties and shall provide for removal, replacement and resignation of its members.

The rights, powers and obligations of said Committee may be assigned to any non-profit corporation or informal association composed of owners of property in said plat, which shall agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the parties hereto, and the parties hereto shall thereupon be released there from; said assignment, however, shall not be compulsory on the undersigned until all their interest in said property has been conveyed by deed. At such time as the undersigned have conveyed all their interest in said platted property by deed, upon demand by the undersigned, a non-profit corporation or informal association of the owners of lots in said plot shall be formed which shall assume said rights, powers, duties and obligations and carry out and perform the same, and the parties hereto thereupon shall be released.

20. 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 building 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. The Architectural Control Committee shall not be arbitrary in its decisions and if a disagreement on the points set forth in this paragraph should arise, the parties shall submit the same to arbitration by competent architects in the usual manner.

21. 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 then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
22. 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 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.
23. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions that shall remain in full force and effect.

Abatement of Violations - Violations 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.

24. [See restriction variation section, below.]

Restriction Variations by Sub-Plat

- Sub-plat PLE covers lots 1 through 45.
- Sub-plat PLE_1 covers lots 46 through 96.
- Sub-plat PLE_2 covers lots 97 through 113.
- Sub-plat PLE_3 covers lots 114 through 200.
- Sub-plat PLE_4 covers lots 201 through 250.
- Sub-plat PLE_5 covers lots 251 through 280.

Section 7-17. Barking Dogs

No person shall keep or harbor a dog which by loud or frequent or habitual barking, yelping or howling shall cause a serious annoyance to the neighborhood, or to people passing upon the streets.

Restriction Variations by Sub-Plat

6. [PLE & PLE_3] No dwelling shall be located less than forty (40) feet from the front lot line. On any lot having a curved front lot line, the dwelling shall be located not less than forty (40) feet from the middle point of the front lot line. No dwelling shall be located less than forty (40) feet from any side street line nor twelve-~~and-one-half~~ (12.5) feet from any side lot line. All projections shall be construed as part of the dwelling and must be constructed within the building lines.

6. [PLE_1] No healthy 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.

6. [PLE_2] Upon the establishment of a recreation park bordering on Pine Lake, which such park is contemplated in conjunction with the development of Pine Lake Estates, a subdivision according to the plat thereof as recorded in Liber 102, pages 21 and 22, Oakland County Records, the owners of lots in Pine Lake Estates m 2 Subdivision shall have such rights and privileges, and shall be subject to such restrictions, rules and regulations application to such proposed recreation park or of any non-profit corporation organized for the purpose of maintaining and operating such park as may be promulgated in connection therewith.

6. [PLE_4 & PLE_5] No dwelling shall be located less than thirty (30) feet from the front lot line. On any lot having a curved front lot line, the dwelling shall be located not less than thirty (30) feet from the middle point of the front lot line. No dwelling shall be located less than thirty (30) feet from any side street line nor twelve (12) feet from any side lot line. All projections shall be construed as part of the dwelling and must be constructed within the building lines.

7. [PLE, PLE_2, PLE_3, PLE_4 & PLE_5] No healthy 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. [PLE_1] Easements - Easements for installation and maintenance of utilities are as indicated on the recorded plat and also in and over a strip of land six (6) feet in width along all other side lot lines. After such utilities have been installed, planting, fencing or other lot line improvements shall be allowed so long as access without charges or liability for damages be granted for the maintenance of utilities so installed or for the installation of additional utilities.

8. [PLE, PLE_2, PLE_3, PLE_4 & PLE_5] Easements -- Easements for installation and maintenance of utilities are as indicated on the recorded plat and also in and over a strip of land six (6) feet in width along all other side lot lines. After such utilities have been installed, planting, ~~fencing~~ or other lot line improvements shall be allowed so long as access without charges or liability for damages be granted for the maintenance of utilities so installed or for the installation of additional utilities.

8. [PLE_1] Upon the establishment of a recreational park bordering on Pine Lake, which such park is contemplated in conjunction with the development of Pine Lake Estates, a subdivision according to the plat thereof as recorded in Liber 102, pages 21 and 22, Oakland County Records, the owners of lots in Pine Lake Estates No. 1 Subdivision shall have such rights and privileges and shall be subject to such restrictions, rules and regulations applicable to such proposed recreational park or of any non profit corporation organized for the purpose of maintaining and operating such park as may be promulgated in connection therewith.

11. [PLE] No outbuildings of any nature whatsoever shall be permitted, unless the provision is specifically waived by the Architectural Control Committee or its authorized representative.

11. [PLE_1, PLE_2, PLE_3, PLE_4 & PLE_5] No outbuildings of any nature whatsoever shall be permitted, said provision being intended to exclude tool and equipment sheds, tree houses, play houses and building appurtenant to swimming pools, and any structure or structures other than the main residence building itself, unless this provision is specifically waived in writing by the Architectural Control Committee or its authorized representative.

12. [PLE] 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 prohibited.

12. [PLE_1, PLE_2, PLE_3, PLE_4 & PLE_5] 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.

13. [PLE] No fences shall be erected ~~in front of building line herein established on any property unless required by municipal law. Fences erected on rear or side lot lines shall not be more than four (4) feet in height. Fences shall not be constructed on any lot until plans therefore showing location on lot, material proposed to be used and height thereof are~~ All fence construction plans shall be submitted to the Architectural Control Committee for written approval. No metal fences shall be erected. The said Committee in passing on such plans shall be governed by the same principles as set forth in paragraph 20 herein.

13. PLE_1, PLE_2, PLE_3, PLE_4 & PLE_5] No fences shall be erected in front of building line herein established. ~~Fences erected on rear or side lot lines shall not be more than four (4) feet in height. All fence construction plans shall be submitted~~ Fences shall not be constructed on any lot until plans therefore showing location on lot, material proposed to be used and height thereof are submitted to the Architectural Control Committee for written approval. The said Committee in passing on such plans shall be governed by the same principles as set forth in paragraph 20 herein.

24. [PLE_3] Upon the establishment of a recreation park bordering on Pine Lake, which such park is contemplated in conjunction with the development of Pine Lake Estates, a subdivision according to the plat thereof as recorded in Liber 102, pages 21 and 22, Oakland County Records, the owners of lots in Pine Lake Estates m 3 Subdivision shall have such rights and privileges, and shall be subject to such restrictions, rules and regulations applicable to such proposed recreation park or of any non-profit corporation organized for the purpose of maintaining and operating such park as may be promulgated in connection therewith.

24. [PLE_4 & PLE_5] Certain property for use as a recreational park and beach, together with the privileges of Pine Lake and riparian rights of user incident thereto have been deeded to Pine Lake Estates Beach Association, Inc., a Michigan Non-Profit Association, formed specifically for the purpose of holding title to such property. The deed of conveyance was recorded in Liber 4658, Pages 323 to 330, inclusive, Oakland County Records. Owners and occupants of lots in Pine Lake Estates [m 4 & m 5], having the right to possession by deed, land contract, lease or tenant of any lot located in said Subdivision are, together with other individuals in other adjoining subdivisions, eligible for membership in said Association pursuant to the terms and conditions, limitations and privileges set forth in the aforesaid deed.