

## A G E N D A

BIRMINGHAM PLANNING BOARD and TROY TOWNSHIP ZONING BOARD  
October 23 1951

### Suggested Subjects for Discussion:

1. Amendments to Zoning Ordinance with respect to border properties:
  - Mike Harabedian
  - Grand Trunk Western Railroad
  - William F. Dohaney
  - Result of Beier and Lockwood request to amend ordinance
2. Development of similar zoning classifications on border properties
3. Discussion of "commercial" definitions of both the township and city ordinances
4. Pine Hill Subdivision
5. Drainage problems of area N.E. of city limits

To City Planning Board Only - Date for Joint Meeting  
with City Commission - November 7, 1951

Proposed Outline of Restrictions for Pine Hill Subdivision  
subject to final drafting of our legal counsel.

Shall apply to all lots in Pine Hill Subdivision.

Land Use:-

1. No lot shall be used except for residential purposes.
2. No building shall be erected, altered or placed or permitted to remain on any lot other than one detached single family dwelling.
3. No outbuilding for poultry or livestock shall be permitted on any lot, beyond the amount needed for the sole consumption of the family living on the lot.
4. No more than one (1) single dwelling structure shall be built on any one lot.
5. *attached garages are preferred, however detached garages may be permitted, they at the discretion and approval of Architectural Control Committee*

Architectural Control:-

No building 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 respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part G.

Dwelling Size:-

The ground floor area of the main structure, exclusive of porches and garages shall be not less than 1,200 square feet for one story houses and not less than 1,400 square feet in houses having more than one story.

Building Location:-

No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 10 feet to a side lot line. For the purposes of this covenant, eaves, steps, open porches, or trellaces shall not be considered as part of the building. Garbage incinerators or a mechanical garbage contrivance shall be installed in all dwellings. Easements for Detroit Edison Company and drains as necessary. (to be specific)

## 2. Continued-

### Nuisances:-

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.

### Temporary Structures:-

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently.

### Architectural Control Committee:- Part G

Membership. The architectural control committee is composed of Covert Robertson, Paul Robertson and Nevin J. Jamieson. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

### Procedure:-

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

### Term:-

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

3. Continued-

**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.

**Severability:-**

Invalidation or any one of these covenants by judgment or court order shall in no wise affect any or the other provisions which shall remain in full force and effect.