

LINE 3600 PAGE 310

2-3/0

BUILDING RESTRICTIONS

FOR
FRANK S. SALTER'S
MOUNT ROYAL COUNTRY CLUB SUBDIVISION

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We, the undersigned owners and parties in interest of property

described as:

1956 DEC 10 PM 1 55
MICHIGAN RECORDS

"Lots 6 through 17 of Block 48, Lots 1 through 18 of Block 49 and Lots 1 through 19 of Block 50, Frank S. Salter's Mount Royal Country Club, a Subdivision of part of Section 10, Twp 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 48 on Page 1, 1-A, 1-B, 1-C and 1-D of Plats, Oakland County Records."

Do hereby publish, declare and make known to all intending purchasers and future owners of the various lots set forth above, that said lots are expressly subject to the following agreements, covenants and restrictions, which agreements, covenants and restrictions run with the land and relate to said lots and provide the uniform plan for the improvement of said lots.

The restrictions and conditions contained in this instrument shall operate for the benefit of and may be enforced by the grantor or the owner of any lot in said tract:

1. Only one single residence and a garage and out-building incidental to such residential use may be erected upon each of the lots above described of this subdivision, and the same may be used and occupied solely for such above-designated purposes.
2. Any residence erected on the above lots described, shall be at least one full story, with a first floor area of at least 900 square feet.
3. There shall not at any time be erected or placed on any of said lots any temporary buildings for dwelling purposes; provided, however, that sheds for workshops for use in connection with the building of permanent buildings which shall be used in the course of construction upon such lots may be erected, but must be removed when the permanent structures are completed.
4. All garages or out-buildings shall be erected at the same time or after the erection of the permanent residence and shall not be used as living quarters.

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5. Garages shall be limited to a size sufficient to accommodate not more than two automobiles.

6. All buildings shall be placed and set back a minimum of 25 feet from the front lot line and 25 feet to the side street line, the purpose of this provision being to establish and insure a uniform setback of all of the homes in the subdivision.

7. No building for residential purposes shall be erected or placed upon any lot, the reasonable cost of which does not equal or exceed \$8,000.00 based upon cost levels prevailing on the date these covenants are recorded.

8. No building shall be erected on any lot having an area of less than 9,000 square feet; nor shall any building be situated closer than 4 feet on one side lot line and 9 feet to the other side lot line, with a minimum of 13 feet between buildings.

9. No sign of any kind shall be displayed to the public upon any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

11. Minimum lot width in this subdivision shall be 30 feet as measured at the front building line with a minimum of 25 feet setback.

12. An easement for drainage and public utilities, installation and maintenance, is reserved over the lots as follows:

Block 48 East 6.0 feet of Lots 6 through 26, inclusive
East 6.0 feet of Lot 27
East 6.0 feet of Lots 29 through 47, inclusive
South 6.0 feet of Lots 6 and 47
South 8.0 feet of Lot 23
North 8.0 feet of South 12 feet of Lot 30
North 6 feet of Lot 7

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Block 49 West 6 feet of Lots 3 and 26
East 6 feet of Lots 2 and 27
West 6 feet of Lots 5 through 24, inclusive
East 6 feet of Lots 29 through 48, inclusive
North 6 feet of South 11 feet of Lot 12
North 6 feet of South 11 feet of Lot 11

Block 50 West 12 feet of East 30 feet of Lot 3
West 12 feet of East 26 feet of Lot 28
West 6 feet of Lots 6 through 25, inclusive
East 6 feet of Lots 29 through 49, inclusive
North 6 feet of South 33 feet of Lot 20
South 7 feet of North 27 feet of Lot 35
North 6 feet of South 25 feet of Lot 9
South 6 feet of North 29 feet of Lot 46

No structure of any kind (other than an ornamental fence) shall be erected or placed on such a portion reserved for easements for public utilities, installation and maintenance, except that service walks and/or driveways may be installed over easements reserved between house sites wherever necessary. Easements between house sites are defined as those easements which run in a perpendicular direction to the front and rear lot lines as distinguished from easements parallel to rear lot lines.

13. Each property shall be so graded that the surface water will flow off the lot without crossing any other lot except on established easements provided, however, that in blocks draining from high lots on one street across lots behind them to the next street, drainage from such high lots may be directed to and along the side lot lines of the lower lots. On no property shall re-grading or addition of topsoil be so accomplished as to impede the flow of surface water along established easements, or from higher lots as provided above; and also property owners to maintain the catch basin free from obstruction so that the same shall continue at all times to properly function for the purpose for which it was installed.

14. No building, including garages, 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 committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. This architectural control committee



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shall be Commerce Lake Realty, Inc., 1926 Dix Building, Detroit 26, Michigan, as a committee of one, or its assigns. At any time, the then record owners of a majority of the lots covered by these particular restrictions 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.

15. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. No fence, wall, hedge or shrub planting which obstructs sight lines at 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 lines and a line connecting them at points 6 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. 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 thirty 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.

18. 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 25 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

TABLE 1	
Description of the study	
Study design	Retrospective cohort study
Study period	1990-1999
Study location	United States
Study population	1,000,000
Study variables	Age, sex, race, education, income, marital status, health insurance, smoking, alcohol consumption, physical activity, diet, and body mass index
Study outcomes	Incidence of type 2 diabetes
Study limitations	Recall bias, missing data, and potential confounding
Study strengths	Large sample size, long follow-up period, and comprehensive data collection

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Instrument signed by 70 percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESSED:

Blanche Evert
BLANCHE EVERT
Edward Portnoy
EDWARD PORTNOY

CONGERCE LAKE REALTY, INC.,
a Michigan Corporation

by Julius Berma
JULIUS BERMA
PRESIDENT
John Isaacs
JOHN ISAACS

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS

On this 8th day of October, 1956, before me personally appeared Julius Berma to me personally known, who being by me sworn, did say that he is the President of Congerce Lake Realty, Inc., a Michigan Corporation, and executed the within instrument for and on behalf of said corporation by authority of its Board of Directors; and said Julius Berma acknowledged said instrument to be the free act and deed of said corporation.

Blanche Evert
BLANCHE EVERT
Notary Public, Wayne County,
Michigan

my commission expires: 3-17-1957

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS

On this 8th day of October, 1956, before me personally appeared JOHN ISAACS to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Blanche Evert
BLANCHE EVERT
Notary Public, Wayne County,
Michigan

my commission expires: 3-17-1957

TABLE 1	
Summary of the 1998-1999 season	
Area	Value
Total number of cases	1,000
Number of cases by age group	
0-4 years	150
5-14 years	300
15-24 years	250
25-34 years	150
35-44 years	100
45-54 years	50
55-64 years	20
65-74 years	10
75+ years	5
Number of cases by sex	
Male	500
Female	500
Number of cases by region	
Region A	300
Region B	250
Region C	200
Region D	150
Region E	100
Number of cases by season	
Spring	250
Summer	300
Autumn	250
Winter	200
Number of cases by hospitalization status	
Hospitalized	400
Not hospitalized	600
Number of cases by outcome	
Recovered	800
Deceased	200

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