

# RUDGATE HILLS NO. 1

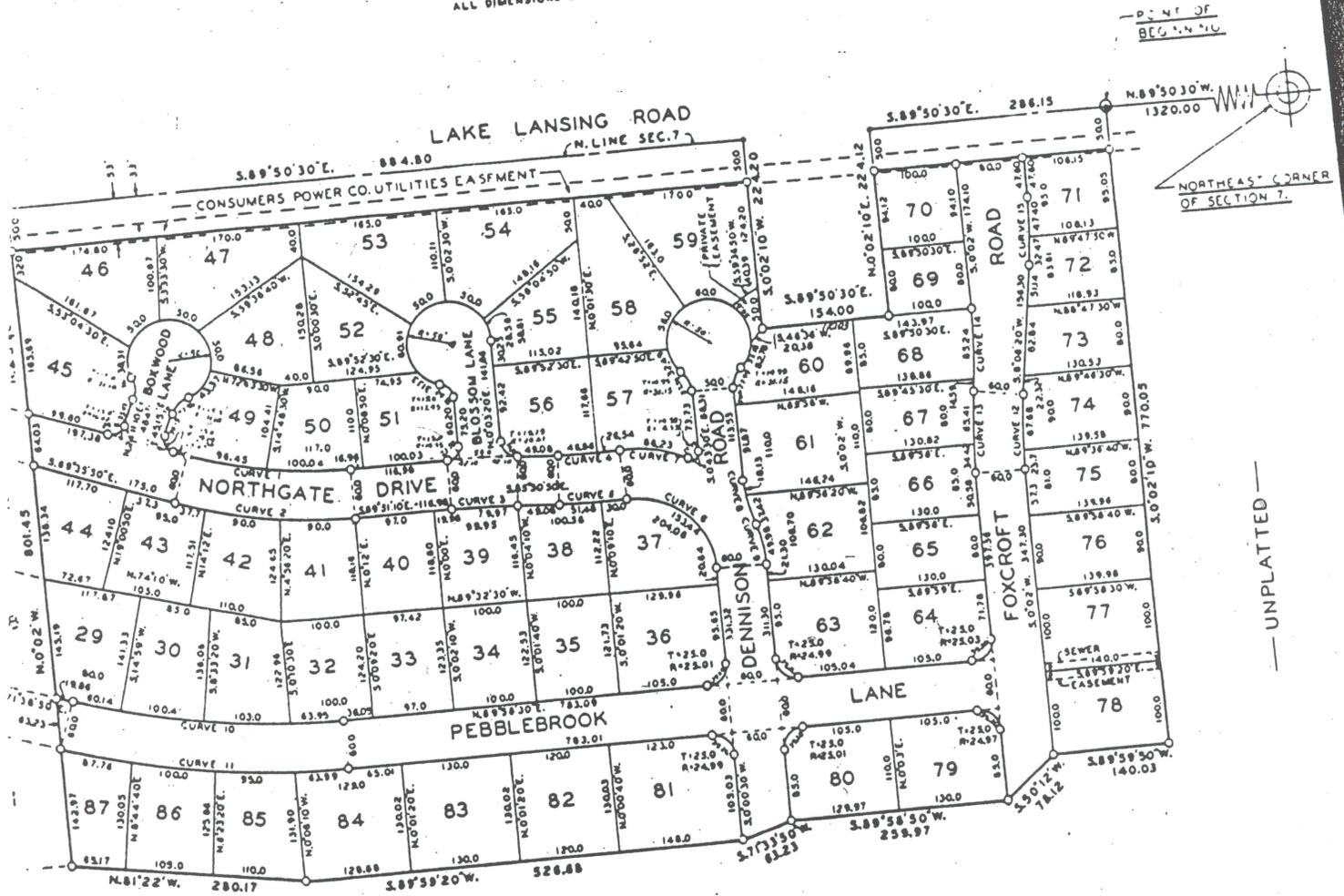
PART OF THE NORTH HALF OF SECTION 7, T.4N., R.1W., CITY OF EAST LANSING, INGHAM COUNTY, MICHIGAN.

1 INCH = 100 FEET



ALL DIMENSIONS ARE IN FEET & DECIMALS THEREOF.  
ALL DIMENSIONS ON CURVES ARE BY ARC METHOD.

(n=59)



— UNPLATTED —

NOTE: NO PERMANENT STRUCTURES  
MAY BE BUILT ON EASEMENTS.

**CURVES — ARC METHOD**

NO.	Δ	LENGTH	TANGENT	RADIUS	DEGREE
1	20°15'20"	196.49	99.28	555.81	10°18.32'
2	20°15'20"	217.70	110.00	618.81	9°18.26'
3	4°00'20"	79.97	40.00	1143.66	5°00.53'
4	7°42'50"	73.40	36.76	545.18	10°30.56'
5	7°42'50"	81.48	40.90	605.18	9°28.03'
6	9°34'10"	153.44	74.29	93.96	60°58.66'
7	32°05'20"	86.23	44.29	155.96	37°12.86'
8	17°52'00"	58.56	28.00	178.13	32°09.88'
9	10°36'00"	49.96	25.21	183.96	37°12.86'
10	10°22'40"	327.50	165.17	102.105	5°34.89'
11	10°22'40"	346.75	174.88	1001.05	5°18.00'
12	8°04'20"	91.38	48.77	648.62	8°30.02'
13	8°04'20"	99.53	50.00	706.62	8°05.16'
14	8°04'20"	99.53	50.00	706.62	8°05.16'
15	8°04'20"	78.87	48.00	566.89	10°04.40'

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RECORDED

RECORDED IN DEEDS

QUIT-CLAIM DEED (By Corporation)

This Indenture, made this second day of February, A. D. 1965, Michigan

FEB 8 12 09 PM '65

*Mia Bell Humphrey*  
 Register of Deeds  
 Ingham County

WITNESSETH, That Whitehills Estates, Inc., a Michigan corporation, whose post office address is Box 622, East Lansing, Michigan, conveys and quit-claims to Allen J. Leweke and Mary Leweke, husband and wife, of 2320 Kuerbitz Drive, Lansing, Michigan, the following described premises situated in the City of East Lansing, County of Ingham, and State of Michigan, to-wit: Lots No'd. Twenty-nine (29) through Eighty-seven (87) inclusive of the Plat of Rudgate Hills No. One (1), according to the recorded plat thereof.

This deed is executed for the sole purpose of impressing the following restrictions upon the title to the within described premises, and not to evidence a conveyance for money or money's worth.

Subject to the following restrictions of record which are placed upon Rudgate Hills No. One to ensure the use of the plat for attractive residential purposes, to maintain the desired tone of the community, and thereby to secure to each property owner the full benefits and enjoyments of his home with no greater restrictions upon the free and undisturbed use of his property than are necessary to ensure the same advantages to other owners.

I.  
FRONTAGE

The minimum frontage of any lot, portion of lot, or combination of portions of lots for building purposes, except lots originally platted with less frontage, shall be 80 feet on a public street, except that the parcel of land lying between Lots 59 and 60 shall be deemed adequate frontage for the adjoining property.

II.  
MINIMUM LOT AREA

The minimum square footage of any lot, portion of lot or combination

of portions of lots for building purposes, except Lots 69, 70, 71, and 72, shall be 10,000 square feet.

III.  
BUILDING AREA AND TYPE OF USE

Only single family residence buildings may be erected in Rudgate Hills No. 1 except as hereinafter provided. Single family dwellings shall contain the following minimum areas of finished ground floor space above grade, exclusive of garage and porches as to Lots 29 through 37 inclusive, 60 through 63 inclusive, and 80 through 87 inclusive:

1 story	1800 square feet
Bi-level, tri-level, or split level	1600 square feet
1½ story	1400 square feet
2 story	1200 square feet and 2000 square feet total finished floor space

as to Lots 38 through 59 inclusive and 64 through 79 inclusive:

1 story	1600 square feet
Bi-level, tri-level, or split level	1400 square feet
1½ story	1200 square feet
2 story	1000 square feet and 1800 square feet total finished floor space

1½ story houses shall contain room for at least 600 square feet of additional floor space on second level.

IV.  
TWO-FAMILY RESIDENCES

Two-family residences may be erected, with the written approval of grantor, on Lots 45, 46, 47, 48, 52, 53, 54, 55, 58, 59, and 66 through 77 inclusive, provided that any two-family residence shall have a one-family exterior appearance, shall be harmonious in character, quality and appearance with adjoining residences, and shall contain the following minimum areas of finished floor space above grade:

1 story	2000 square feet above grade
Tri-level, bi-level or split level	1800 square feet above grade and 2200 square feet total
1½ story	1600 square feet first floor and 2200 square feet total
2 story	1200 square feet ground floor and 2200 square feet total

No two-family residence may be constructed, and no single family residence may be converted to two-family use, without the written consent of grantor.

V.  
SET-BACKS

The minimum set-back from the front, side, and rear lot lines shall be determined by grantor at time of building. In the absence of written approval by grantor to the contrary, the following set-backs shall apply: The minimum set-back from the front lot line shall be 35 feet, and in the case of a corner lot, the minimum set-back from the side street line shall be 30 feet, except that a one story projection, corner, porch, or bay may extend an additional 5 feet. Any interior lot shall have at least a 25 foot rear yard. Grantor shall determine which shall be the front and which shall be the side street for any corner lot. No portion of a one story house including eaves, bays, or chimney shall be built nearer than 10 feet to a side line, except by written permission of grantor. In no case shall the second story portion of any house be nearer than 15 feet to a side line, except as hereinafter provided: There shall be a minimum of 25 feet between houses except that on a 1½ story, tri-level, bi-level, split level, or two story portion of a house, a chimney, bay window, or eave may project 2 feet into the minimum side yard and into the 25 foot minimum distance between houses. No portion of any building, other than chimney, may exceed 30 feet in height.

VI.  
LAKE LANSING ROAD WALL

The owner of each lot bordering the north line of Rudgate Hills No. 1, being Lots 46, 47, 53, 54, 58, 59, 70, and 71 shall keep the portion of the wall now located on his lot in a neat, clean, and attractive condition and in good repair, and shall for the purpose of doing so use paint comparable in color and texture with that used by the owners of adjacent lots for repair and maintenance of said wall. There shall be no driveway from any lot in this subdivision to Lake Lansing Road.

VII.  
GARAGES, CARPORTS, DRIVEWAYS AND PARKING AREA

No dwelling house shall be constructed on any lot in this plat without an attached or built-in garage or carport, containing a minimum of 500

square feet of floor area, and with walls plastered or finished with material approved by grantor. Any house with a carport, any basementless house, and any house with a garage opening towards the street or a side lot line shall contain a minimum of 400 cubic feet of enclosed area on the ground floor of the garage or immediately adjacent thereto for storage of household tools, supplies and equipment. Automatic door openers shall be installed in any garage opening toward the street or a side lot line. Any house shall contain a minimum of 200 cubic feet of enclosed area on the ground floor of the garage or immediately adjacent thereto for such storage of household tools, supplies, and equipment. Outside parking areas shall be landscaped and located at least 5 feet from side lines, 25 feet from front lines, and 10 feet from rear lines. No front yard parking area shall be used for the parking of more than 2 cars.

VIII.  
APPROVAL OF PLANS

No building shall be erected, located, or altered upon these premises unless the exterior design, building plans, and specifications covering type and quality of materials and color of exterior walls, trim and roof, plot plan, and location thereof shall have been first approved in writing by the grantor, and unless, further, a copy of such plans and specifications shall have been delivered to said grantor as aforesaid so as to be retained by it until the erection or alteration of such building shall have been completed, and unless the erection or alteration of said building shall actually follow the plans and specifications as approved, provided, however, that if said grantor shall fail to approve or disapprove such design, plans, specifications, and location within 60 days after the same shall have been submitted to it in writing, such approval will not be required. Grantor may establish grade lines for lots, height of retaining walls, and height of foundation walls.

IX.  
EASEMENTS

Utilities easements are reserved as heretofore recorded. In Addition,

an easement for the construction and perpetual maintenance of a sewer is hereby created over the south 10 feet of Lot 77 and the north 10 feet of Lot 78.

X.  
NUISANCES

No poultry, livestock, or nuisance of any sort, type, kind, or description may be maintained within the plat of Rudgate Hills No. 1. No domestic pets or other animals shall be allowed to become a nuisance. Lombardy poplars are prohibited. No willow trees shall be allowed to become a nuisance to an adjoining property owner. No billboard or advertising board exceeding 6 square feet in size shall be constructed or maintained in Rudgate Hills No. 1, except that signs advertising sale of lots in Rudgate Hills No. 1 may be maintained up to and including October 1, 1980. If a tank for the storage of fuel is maintained on any lot outside any building, it shall be below the surface of the ground. All houses constructed in Rudgate Hills No. 1 shall contain garbage disposal units; no outdoor receptacles for ashes, garbage, or refuse shall be allowed or maintained, and no unsightly or objectionable matter shall be permitted or allowed to accumulate on any lot in Rudgate Hills No. 1. No commercial vehicles, trailers, or boats shall be parked or stored on any lot in this subdivision unless placed wholly within an enclosed garage.

XI.  
TELEVISION AERIALS, FENCES, AND SWIMMING POOLS

No radio transmitting tower of any sort may be erected. In view of the fact that exterior television aerials may be unsightly or unattractive, grantor's written approval should be obtained for any installation of an exterior aerial or antenna, and the installation of such an aerial or antenna without grantor's written approval shall be deemed a thoughtless act, discourteous to one's neighbors. No fence or hedge may be erected or permitted to grow unless it has received the written approval of grantor as to material, location, and height, and

no fence or hedge shall be located so as to detract from the enjoyment of adjacent properties. No fence or wall which is within 10 feet of any lot line shall exceed 6 feet in height, except that fences may be constructed to a height of 8 feet provided that the top 2 feet thereof shall be of open structure; the existing wall along the north line of the subdivision shall be excepted from this restriction. A wall or fence not to exceed 6 feet in height attached to a dwelling shall not be considered a part of said structure. All swimming pools shall be approved by grantor as to size, location and enclosure, and in no case shall any portion of any swimming pool be located within 10 feet of any side or rear lot line, or within 25 feet of any house on an adjoining lot. No swimming pool shall be used in such manner as to constitute a nuisance to adjoining property owners.

XII.  
GRADING

Any earth removed in grading or excavation shall be deposited at such location within 3,000 feet of the place of grading or excavation as the grantor herein may designate. Grantor reserves the right to enter on any unoccupied lot and grade the front 30 feet thereof if necessary to meet engineering standards of a 1 on 6 backslope. Existing grade of any lot shall not be changed without written permission of grantor.

XIII.  
DAMAGED OR DESTROYED BUILDINGS

Any dwelling or garage on any lot in this subdivision which may be damaged or destroyed by fire, windstorm or from any other cause, shall be repaired, rebuilt, or torn down and all debris removed and the lot restored to a sightly condition with reasonable promptness. Grantor may enter on any premises where an excavation or foundation has been left without building progress for more than 90 days and cause such excavation or foundation to be filled or removed; the expense thereof shall become a lien against the property.

XIV.  
APPEARANCE OF LOTS AND BUILDINGS

The owners of unoccupied lots within this subdivision shall at all times keep and maintain the same in an orderly manner, causing weeds and other growth to be seasonably cut, prevent accumulations of rubbish and debris and in general maintain such lots in a sightly condition consistent with the high standards of this subdivision. The owners of all buildings in this subdivision agree to keep their premises landscaped and to maintain their structures and grounds in good repair; failure to do so shall entitle any property owner in the subdivision to undertake legal action to compel compliance with this provision.

XV.  
SIDEWALKS

The grantor hereof agrees, at its own expense, to construct a sidewalk in front of all lots except Lot 45. Should it fail to do so, within two years from the date hereof, the City of East Lansing may construct said sidewalk and assess the cost thereof to abutting property owners.

XVI.  
OCCUPANCY

Before a house constructed on any lot in Rudgate Hills No. 1 may be occupied, the owner thereof shall submit to grantor an accurate survey and shall advise grantor that said house is ready for final inspection, so that grantor may ascertain whether or not said house has been built according to its plans and specifications and to make certain that it does not violate these restrictions in any way. Should grantor not inspect said premises within 10 days after the owner has advised it in writing that such premises are ready for final inspection, such inspection shall be deemed to have been waived. No house may be occupied until any significant variation between the plans as approved and the house as built shall have been corrected, or an agreement reached between grantor and the owner as to compliance. Regardless of whether or not any inspection is made, this paragraph shall not be construed to create any liability whatever on the part of grantor to any lot owner.

XVII.  
DURATION AND TERMINATION

These covenants and restrictions shall run with the land and shall be binding upon the grantor and grantees, their heirs, administrators, executors, successors, and assigns, until the first day of January, 1985, and shall automatically be continued thereafter for periods of five years each, unless at least one year prior to the end of any such period the owners of a majority of the lots in Rudgate Hills No. 1 shall execute and acknowledge an agreement or agreements, in writing, releasing the land subject hereto, or any part of the area thereof, from any or all of the above restrictions, and record the same in the office of the Register of Deeds for Ingham County, Michigan. The termination of any of the above restrictions in manner provided shall in no wise alter restrictions not so terminated.

XVIII.  
AMENDMENT

These restrictions may be changed, amended, or eliminated, providing the owners of at least two-thirds of the lots in Rudgate Hills No. 1 so agree in writing, such writing to be recorded in the office of the Ingham County Register of Deeds. In the event of a national emergency, grantor may waive any requirement hereof which conflicts with government regulations or with the national welfare.

XIX.  
PARTIAL INVALIDITY

Should any provision, restrictions, or portion hereof be deemed invalid, the validity of the remainder of these restrictions shall not be affected thereby.

XX.  
DEFINITIONS

The term "grantor" as used herein shall be deemed to include any officer of Whitehills Estates, Inc., but no other person. The approval of any thing, matter, or procedure herein specified as being subject to

approval by grantor shall be in writing; no approval shall be construed as a precedent binding grantor to approve any other similar or identical thing, matter, or procedure at another time.

XII.  
ENFORCEMENT

Violation of these restrictions may be enjoined upon the complaint of the owner of any lot in Rudgate Hills No. 1 and any lot owner injured by the violation of any restriction shall have an action for damage therefor.

Signed, Sealed and Delivered  
in the Presence of:

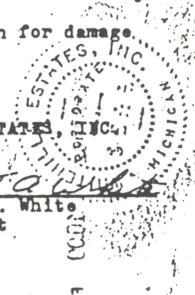
John Brattin  
John Brattin

Virginia Hulbert  
Virginia Hulbert

STATE OF MICHIGAN )  
COUNTY OF INGHAM ) ss.

WHITEHILLS ESTATES, INC.

Albert A. White  
By: Albert A. White  
Its President



On this third day of February, A.D. 1965, before me personally appeared Albert A. White to me personally known, who being by me sworn, did say that he is the president of Whitehills Estates, Inc., the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Albert A. White acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:  
October 16, 1966

Virginia Hulbert  
Virginia Hulbert  
Notary Public  
Ingham County, Michigan

Prepared by: John Brattin, Atty.  
514 North Washington Avenue  
Lansing, Michigan 48933

LIBER 887 W 407

MEMORANDUM OF AGREEMENT, Made and executed in duplicate this 29<sup>th</sup> day of December, 1964, by and between Whitehills Estates Inc., 3210 Lake Lansing Road, East Lansing, Michigan, a Michigan corporation, hereinafter designated as party of the first part and the City of Lansing, a Municipal Corporation, by and through its Board of Water and Light, 123 West Ottawa Street, Lansing, Michigan, hereinafter designated as party of the second part.

WITNESSETH, that the said party of the second part owns and controls and operates in the City of Lansing, Michigan, its Electric Light, Water and Heating Systems, all of which are always used and operated for the benefit of the public, and

WHEREAS, it becomes necessary for the said party of the second part oftentimes to cross the property and operate upon the lands of private individuals, now therefore

THIS AGREEMENT, the said party of the first part for a valuable consideration to it in hand paid, the receipt whereof is hereby confessed and acknowledged, does hereby grant unto the City of Lansing, its successors and assigns, the right and privilege to lay, maintain and operate over the lands herein described, cables and pole lines for the transmission of electricity, to carry telephone lines and other public and quasi-public utilities, and to use and occupy said lands as far as the same may be necessary over, through and across said lands for said purpose, with right of ingress to, and egress from, to employees of the City of Lansing to repair the same when necessary and to trim any trees which at any time may interfere or threaten to interfere with the operation or maintenance of such lines. Said right to continue as long as the same is required and used for said purpose by said party of the second part, its successors and assigns.

The land on which said right is granted is described as follows: 8 ft. along rear lot lines and 5 ft. along side lot lines of lots 29 thru 87 inclusive excepting Lots 46, 47, 53, 54, 58, 59, 70 and 71 of Rudgate Hills No. 1 Sub-division located on part of North half of Sec. 7, T4N, R1W, Lying South of Lake Lansing Road, City of East Lansing, Ingham County, Michigan.

It is further understood and agreed as follows:

1. No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind, shall be allowed which will interfere with public utilities. Except as provided herein, the owners shall have the right to make any use of the land, subject to such easement, which is not inconsistent with the right of the utilities.

2. No shrubs or foliage shall be permitted on Owner's property within five (5') feet of the transformer enclosures or secondary connection pedestals.

RECORDED

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JUN 20 11 20 AM '65

Michael Hampton  
Notary Public  
Ingham County, Michigan

3. The original or subsequent owners of the above described land shall install, own, maintain and replace at their own expense, the single phase electric underground service conductors connecting the transformers or secondary connection pedestals located in said easement with the residences erected on said land.

4. The installation of all underground electric service conductors shall comply and conform to the National Electrical Code and to the specifications of the public utility concerned.

5. All property owners to whom telephone service is now or hereafter furnished shall be responsible for furnishing, at no cost to the utility, the trenching and backfilling necessary for the installation, re-installation, maintenance or repair of telephone facilities from the public utility easement to the residence as required by the utility. The property owners and not the utility shall be responsible for injury or damage to persons or property caused by the trenching, existence or backfilling of the trench.

6. The grade established at the time the utilities place their underground facilities in the easements shall be considered final or finished grade.

No property owner shall make any change in such grade or alter any ground conditions, including drainage, when the change in grade or alteration of ground conditions, in the opinion of the utility concerned interferes with the facilities already installed.

7. Property owner shall pay to the utility concerned the cost of relocation or rearrangement of utility equipment, where in the opinion of the utility, such relocation or rearrangement is made necessary because of a violation by the property owner of any of the foregoing restrictions pertaining to utility underground installations.

8. The foregoing restrictions 1 through 7 shall be covenants running with the land and shall not be subject to termination without the consent of the utilities herein concerned.

887 M 409

IN WITNESS WHEREOF, the said parties have caused this agreement to be executed by their duly appointed officers and their corporate seals to be hereunto affixed the day and year first written above.

WHITEHILLS ESTATES, INC.  
A Michigan Corporation  
3210 Lake Lansing Road  
East Lansing, Michigan

In the Presence of

*Allen J. Lewka*  
Allen J. Lewka  
*Irene M. Chandler*  
Irene M. Chandler

*Albert A. White*  
Albert A. White, President  
*George G. White*  
George G. White, Vice-President

CITY OF LANSING, by its  
BOARD OF WATER AND LIGHT

*Everett V. Eschbach*  
Everett V. Eschbach, Chairman  
*Dorr Hathaway*  
Dorr Hathaway, Secretary

STATE OF Michigan

COUNTY OF Ingham

On this 24th day of December, 1964, before me appeared  
Albert A. White and George G. White  
to me personally known who, being by me severally duly sworn, did say that  
they are respectively president and vice-president  
of the Whitehills Estates, Inc., a corporation  
organized and existing under the laws of the State of Michigan that  
the seal affixed to the foregoing instrument is the Corporate Seal of said  
Corporation; that said instrument was signed and sealed in behalf of said  
Corporation by authority of its Board of Directors and acknowledged said  
instrument to be the free act and deed of said Corporation.



*Irene M. Chandler*  
Irene M. Chandler  
NOTARY PUBLIC Ingham COUNTY  
My Commission Expires: 8/14/66

Drafted by: Dorr Hathaway  
123 W. Ottawa Street  
Lansing, Michigan