

R.P. SPRINKEL

LANSING, MICHIGAN

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DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we, Robert J. Pulver and Mildred D. Pulver, husband and wife and Stephen E. Taft and Zelma S. Taft, husband and wife and Albert A. White, a single man and Whitehill Estates, Inc.

Michigan corporation by Albert A. White, President, George G. White, Vice President and Francis S. Jury, Secretary on proprietors, have caused the land embraced in the annexed plat to be surveyed, laid out and plotted to be known as Whitehill Estates No. 7, Part of the north half of Sec. 7, T4N, R1W, City of East Lansing, Ingham County, Michigan

and that the streets as shown on said plat are hereby dedicated to the use of the public. OUTLOT "A" NOT TO BE USED FOR RESIDENTIAL PURPOSES.

Signed and Sealed in the presence of John Brattin (Witness) Robert J. Pulver (N.S.) David P. Van Note (Witness) Mildred D. Pulver (N.S.)

Signed and Sealed in the presence of John Brattin (Witness) Stephen E. Taft (N.S.) Zelma S. Taft (N.S.)

Signed and Sealed in the presence of John Brattin (Witness) Albert A. White (N.S.) George G. White (N.S.)

Signed and Sealed in the presence of John Brattin (Witness) Francis S. Jury (N.S.)

Signed and Sealed in the presence of John Brattin (Witness) Albert A. White (N.S.) George G. White (N.S.)

Signed and Sealed in the presence of John Brattin (Witness) Francis S. Jury (N.S.)

Signed and Sealed in the presence of John Brattin (Witness) Francis S. Jury (N.S.)

ACKNOWLEDGMENT

STATE OF MICHIGAN County of INGHAM On this 19TH day of OCTOBER, 1959, before me, a Notary Public in and for said County, personally came the above named Robert J. Pulver and Mildred D. Pulver, his wife and Stephen E. Taft and Zelma S. Taft, his wife and Albert A. White, a single man

known to me to be the persons who executed the above dedication, and acknowledged the same to be their free act and deed. John Brattin (Witness) INGHAM County My Commission expires: NOV. 6, 1960

ACKNOWLEDGMENT

STATE OF MICHIGAN County of INGHAM On this 19TH day of OCTOBER, A.D. 1959, before me, JOHN BRATTIN, a Notary Public in and for said county appeared Albert A. White, George G. White and Francis S. Jury to me personally known, who being each by me duly sworn did say that they are the President, Vice President and Secretary respectively of the Whitehill Estates, Inc., Michigan corporation,

and that the said officers to said instrument to 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 the said Albert A. White, George G. White and Francis S. Jury acknowledged said instrument to be their free act and deed of said corporation.

John Brattin (Witness) INGHAM County My Commission expires: NOV. 6, 1960

EXAMINED AND APPROVED Date NOVEMBER 2, 1959 Otis M. Smith OTIS M. SMITH ALBION GENERAL By L. M. LLOYD Notary Public

DESCRIPTION OF LAND PLATTED

The land embraced in the annexed plat of Whitehill Estates No. 7 Part of the north half of Sec. 7, T4N, R1W, City of East Lansing, Ingham County, Michigan

is described as follows

Beginning at a point in the N&S 1/4 line of Sec. 7, T4N, R1W, City of East Lansing, Ingham County, Michigan said point being 1475.25 ft. north of the interior 1/4 corner of said Sec. 7, Thence N89°25'W 347.68 ft., Thence S82°13'W 161.67 ft., Thence S60°35'W 378.16 ft., Thence N29°46'W 153.61 ft., Thence S77°51'W 422.98 ft. to the SE corner of the NW 1/4 of the NW 1/4 of said Sec. 7, Thence N89°39'W 6'W along the N1/8 of said Sec. 7, 400.10 ft., to a point on a curve to the left, 9.76 ft. north of the beginning (P.C.) of said curve, the deflection angle of which is 49°20' and the long chord of which is 192.66 ft., Thence northwesterly along said curve to the left 188.98 ft. to the end (P.T.) of said curve Thence N49°07'W 69.05 ft., Thence N35°55'W 17'E 214.05 ft., Thence N88°48'17'E 408.81 ft. to the W1/8 line of said Sec. 7, Thence N37°29'5'E 594.94 ft., Thence S70°19'E 645.04 ft., Thence S9°08'33'E 126.12 ft., Thence S89°24'33'E 335.00 ft. to the N&S 1/4 line of said Sec. 7, Thence S0°02'E along the said N&S 1/4 line 362.05 ft. to the place of beginning. Contains 40 lots and 1 out-lot. OUTLOT "A" NOT TO BE USED FOR RESIDENTIAL PURPOSES.

SURVEYOR'S CERTIFICATE

I hereby certify that the plat heron delineated is a correct one and that permanent metal monuments consisting of bars not less than one-half inch in diameter and 36 inches in length, or shorter bars of not less than one-half inch in diameter topped over each other at least 6 inches with an over-all length of not less than 36 inches, secured in a concrete cylinder of least 4 inches in diameter and 36 inches in depth have been placed at points marked thus (O) at the corners of all lots, at the intersections of the land plotted, at all the intersections of streets, intersections of alleys, or of streets and alleys, and at the intersections of streets and alleys with the boundaries of the plat as shown on said plat.

George G. White Registered Professional Engineer #11307

City of East Lansing Planning Commission Approval

This plat was approved by the Planning Commission of the City of East Lansing at a Meeting held OCTOBER 21, 1959

James R. Davis Chairman

CERTIFICATE OF MUNICIPAL APPROVAL

This plat was approved by the City Council of the City of East Lansing at a meeting held November 2, 1959 and that the width of lots is in compliance with requirements of Section 30, Act 172, of 1929, as amended. Thelma G. McDougall Clerk

COUNTY TREASURER'S CERTIFICATE

Office of County Treasurer, Ingham County. I hereby certify, that there are no tax liens or other held by the State on the lands described herein, and that there are no tax liens or other held by individuals on said lands, for the five years preceding the 19th day of November, 1959 and that the taxes for said period of five years are all paid, as shown by the records of this office. This certificate does not apply to taxes on property, now in process of being levied by township, city or village collecting officers. Laurence D. Parker (County Treasurer)

APPROVAL BY COUNTY PLAT BOARD

This plat was approved on the 5th day of November, 1959 by the Ingham County Plat Board

Mia Bell Humphrey (County Register of Deeds) C. Rose (County Clerk) Laurence D. Parker (County Treasurer) Gerald L. Graham (County Drain Commissioner)

WHITEHILLS ESTATES NO. 7

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

QUIT-CLAIM DEED

THIS INDENTURE, made this 16th day of November, 1959. WITNESSETH, That WHITEHILLS ESTATES, INC., a Michigan Corporation, of Lansing, Michigan, for the sum of One Dollar and other valuable considerations, conveys and quit-claims to ARKAS E. WHITE, a single man, of 228 Highland, East Lansing, Michigan, the following described lands and premises situated in the City of East Lansing, County of Ingham and State of Michigan, viz:

Lots two hundred eleven (211) through two hundred fifty (250) inclusive of the Plat of Whitehills Estates No. 7, City of East Lansing.

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 Whitehills Estates No. 7 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

MINIMUM LOT AREA

The minimum area of any lot, portion of lot, or combination of portions of lots for building purposes shall be 12,000 square feet, so placed as to have at least a 90 foot frontage on a public street, except for those lots originally platted with less frontage, which shall have no less frontage than as originally platted.

II

BUILDING AREA AND TYPE OF USE

Only single residence buildings may be erected in Whitehills Estates No. 7, and such dwellings shall contain the following minimum finished floor space above grade, exclusive of garage or carport:

Lots 211 through 221; 227 through 238; and 248 through 250

1 story - 1,800 square feet, ground floor
Split or Tri-level - 1,600 square feet on upper two levels
1½ story - 1,400 square feet, ground floor
2 story - 1,200 square feet ground floor and 2,000 square feet total finished floor space.

RECORDED

Lots 222 through 226; and 239 through 247

1 story - 1,600 square feet, ground floor
Split or Tri-level - 1,400 square feet on upper two levels
1½ story - 1,200 square feet, ground floor
2 story - 1,000 square feet ground floor and 1,600 square feet total finished floor space.

Nov 18 8 10 AM '59

Mia Bell Humphrey
REGISTER OF DEEDS
INGHAM COUNTY, MICH.

III

GARAGES, CARPORTS, DRIVEWAYS AND PARKING AREAS

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 towards 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. Any other 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. Driveways shall be built not less than 2 feet from side lot lines.

IV

SET-BACKS

In no case shall any house be nearer than 15 feet to a side lot line except that a 1 story projection or corner, bay, porch or similar protrusion may project into a side yard an additional 3 feet, provided the length of such projection does not exceed 16 feet. Unless written permission is given by grantor to the contrary, the following restrictions shall apply:

The minimum set-back from the front lot line shall be 40 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, porch or bay may extend an additional 5 feet. Grantor shall determine which shall be the front, side, and rear lines for any corner lot.

V

APPROVAL OF PLANS

No building shall be erected, located, or altered upon these premises unless the exterior design, building plans, and specifications covering type 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, or a committee selected by the owners of a majority of the lots in Whitehills Estates No. 7, the owner of each lot or major portion thereof to be entitled to one vote in the selection of such committee; unless, further, a copy of such plans and specifications shall have been delivered to said grantor or lot-owner's committee 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 or lot owner's committee shall fail to approve or disapprove such design, plans, specifications, and location within 30 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, height of foundation walls, location and size of septic tanks and drain fields, and location and width of driveways and parking areas. All buildings must be completed in a manner acceptable to grantor within a reasonable time after construction has commenced and before occupancy.

VI

EASEMENTS

Easements are reserved along and within 6 feet of the rear line and side lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones, and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from said premises to employees of said utilities; said easement to also extend along any owner's side and rear property lines in case of fractional lots.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 6 feet wide strip as long as such lines do not hinder the construction of buildings on any lots in this subdivision.

A 10 foot drainage easement is also reserved on each side of the lot lines between Lots 214 and 215, 219 and 220, and 233 and 234.

VII

NUISANCES

No poultry, livestock, or nuisance of any sort, type, kind, or description may be maintained within the plat of Whitehills Estates No. 7. No domestic pets or other animals shall be allowed to become a nuisance. Lombardy poplars are prohibited. No billboard or advertising board exceeding 6 square feet in size shall be constructed or maintained in Whitehills Estates No. 7, except that signs advertising sale of lots in Whitehills Estates may be maintained up to and including October 1, 1975. 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 Whitehills Estates No. 7 shall contain garbage disposal units; no outdoor receptacles for ashes, garbage, or refuse shall be allowed or maintained; and no such unsightly or objectionable matter shall be permitted or allowed to accumulate on any lot in Whitehills Estates No. 7. No commercial vehicles, trailers, tractors, jalopies, machinery of any kind, or other unsightly objects shall be parked or stored on any lot in this subdivision unless placed wholly within an enclosed garage.

VIII

TELEVISION AERIALS, FENCES AND SWIMMING POOLS

Grantor's written approval shall be obtained for any installation of exterior television aerials which shall not, in any event, extend more than 10 feet above the roof of any house upon the lot. No television aerials may be attached to any roof or chimney of a dwelling house. 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 which is within 10 feet of any lot line shall, under any circumstances, exceed 6 feet in height. 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 15 feet of any side or rear lot line, or within 35 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.

IX

GRADING

Any earth removed in grading or excavation shall be deposited at such location within 2,500 feet of the place of grading or excavation as the grantor herein may designate. Existing grade of any lot shall not be changed without written permission of grantor.

X

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, re-built, 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.

XI

FUTURE IMPROVEMENTS

A purchaser of any lot in Whitehills Estates No. 7. agrees by such purchase for himself, his heirs and assigns, to share proportionately with all other property owners in the cost of any improvements upon the premises agreed to by the owners of a majority of the lots in the subdivision. For the purpose of voting on any proposed improvements, the holder of record title of each lot or major portion thereof shall be entitled to one vote. The cost of such improvements shall be apportioned on a front foot basis, except that owners of corner lots shall contribute on a basis of one-half of their total street frontage for all improvements except sewer.

XII

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.

XIII

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 Whitehills Estates No. 7 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.

XIV

AMENDMENT

These restrictions may be changed, amended, or eliminated, providing the owners of at least two-thirds of the lots in Whitehills Estates No. 7 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.

XV.

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.

XVI

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 anything, matter or procedure herein specified as being subject to approval by grantor or the lot owner's committee hereinbefore referred to shall be in writing; no approval shall be construed as a precedent binding grantor or the committee to approve any other similar or identical thing, matter or procedure at another time.

XVII

ENFORCEMENT

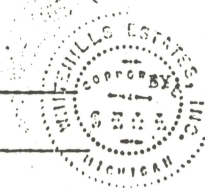
Violation of these restrictions may be enjoined upon the petition of the owners of any lot in Whitehills Estates No. 7, and any lot owner injured by the violation of any restriction shall have an action for damages therefor.

IN WITNESS WHEREOF, the said Whitehills Estates, Inc., has caused these presents to be signed in its name by its president and sealed with its corporate seal, the day and year first above written.

In the presence of:

John Brattin
John Brattin

Mariann Farhat
Mariann Farhat



WHITEHILLS ESTATES, INC.,

Albert A. White
Albert A. White
its president