

4. Section 17, Township 10N, Range 10E, contains a subdivision on part of the Northeast 1/4 of
 of Section 17, Township 10N, Range 10E, City of East Lansing, Ingham County, Michigan,
 as shown on the North Section Line at a point $89^{\circ}29'30''$ W
 113.27 feet from the Northeast corner of said Section 7, thence
 remain $54^{\circ}55'40''$ E 113.27 feet, thence parallel with the East line
 of East Lansing Hills No. 1, as recorded in Liber 26 of Plats on pages 2
 and 3, Ingham County Records, $50^{\circ}02'10''$ W 590.01 feet, thence
 $50^{\circ}02'10''$ W 65.49 feet, thence $50^{\circ}33'E$ 239.11 feet, thence
 $50^{\circ}02'10''$ W 324.74 feet, thence $55^{\circ}55'0''$ W 27.04 feet to the most
 distant corner of Lot 312 of WhiteHills Estates No. 1, as
 recorded in Liber 27 of Plats on pages 1 and 2, Ingham County
 Records, thence along the North line of said Lot 312
 $11^{\circ}02'10''$ W 150.0 feet, thence $N54^{\circ}06'10''$ W 64.14 feet, thence
 $11^{\circ}02'10''$ W 22.65 feet, thence $S37^{\circ}28'04''$ W 88.63 feet, thence
 $11^{\circ}02'10''$ W 63.51 feet, thence along the East line of said
 WhiteHills Estates No. 1 and Rudgate Hills No. 1 and then Southerly
 projection $R0^{\circ}02'10''$ E 934.05 feet to the North line of said
 Section 7, thence $S67^{\circ}49'30''$ E 250.0 feet to the point of beginning,
 including 22 lots numbered 88 through 109 inclusive.

LECTURE

RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD	CHORD BEARING
307.22	57°03'37"	335.43	253.69	A20°04'00"E
307.22	57°09'00"	335.89	351.29	S30°04'30"W
50.0	47°03'50"	41.03	33.69	S57°10'07"W
50.0	39°24'02"	34.33	33.71	A20°04'13"W
60.0	26°04'23"	270.99	87.47	S37°10'34"E

CURVE DATA

RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD	CHORD BEARING
507.22	57°03'57"	355.43	253.69	A20°04'00"E
507.22	57°09'00"	355.89	351.29	S30°04'30"W
50.0	47°03'50"	41.03	32.69	S57°04'07"W
50.0	39°24'02"	34.39	33.71	A20°04'13"W
60.0	26°02'43"	270.99	87.47	S57°04'34"E

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REGISTER OF DEEDS

Paula Johnson

INGHAM COUNTY, MICH.

QUIT-CLAIM DEED

THIS INDENTURE, made this 15 day of May, 1978, WITNESSETH, That WHITEHILLS ESTATES, INC., a Michigan corporation, whose address is P. O. Box 822, East Lansing, MI 48823, for the sum of One Dollar (\$1.00) Conveys and Quit-claims to R. WILLIAM CLARK and PATRICIA CLARK, husband and wife, of 2912 Bascom, Lansing, Michigan, the following described lands and premises situated in the City of East Lansing, County of Ingham, and State of Michigan, viz:

Lots No'd. 88 through 109 inclusive of Rudgate Hills No. 2, 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. 2 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 75 feet on a public street.

II

MINIMUM LOT AREA

The minimum square footage of any lot, portion of lot or combination of portions of lots for building purposes shall be 9,000 square feet.

III

BUILDING AREA AND TYPE OF USE

Only single family residence buildings may be erected in Rudgate Hills No. 2 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:

1 story	2000 square feet
Bi-level, tri-level or split level, or 1-1/2 story	1600 square feet and 2200 square feet of total finished floor space
2 story	1200 square feet and 2200 square feet of total finished floor space

Two-family residences may be erected, with the written approval of grantor, on Lots 98, 99 and 100, provided that any two-family residence shall have a one-family exterior appearance and shall be harmonious in character, quality, and appearance with adjoining residences. Two-family residences shall have the same minimum areas of finished ground floor space above grade, exclusive of garage and porches, as herein specified for single family residences, except that a two-story structure shall have a total of at least 2400 square feet finished floor space. The minimum area per living unit shall not be less than 800 square feet.

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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.

The owner of any lot upon which a two-family dwelling is constructed shall provide parking spaces for at least four automobiles, at least two of which shall be enclosed, and the remainder in a location approved by grantor.

IV

SET-BACKS AND BUILDING HEIGHTS

The minimum set-backs 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 30 feet, and in the case of a corner lot, the minimum set-back from the side street line shall be 25 feet; any interior lot shall have at least a 25 feet rear yard. No portion of any house including eaves, bays, or chimney shall be built nearer than 10 feet to a side line, except by written permission of grantor. No house shall exceed two stories in height, and no portion of any building, other than chimney, shall exceed 32 feet in height.

V

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. No detached garage may be erected in this plat. Any house shall contain a minimum of 200 cubic feet of enclosed area on the ground floor of the carport, garage, or immediately adjacent thereto for storage of household tools, supplies and equipment; any house with a carport or basementless house shall contain a minimum of 400 cubic feet of such area at such location. Automatic door openers shall be installed in any garage opening toward the street or a side lot line. Outside parking areas shall be landscaped and located at least 5 feet from side lot lines, 25 feet from front lot lines and 10 feet from rear lot lines. No front yard parking area shall be used for the parking of more than two cars. No carport, playhouse, tool house or kennel shall be constructed upon any lot without the prior written approval of grantor as to materials, design and location on the lot.

VI

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, and determine exterior location of plumbing vent stacks. Uncovered metal chimneys and exterior television aerials are prohibited.

VII

EASEMENTS

Easements are reserved along and within 8 feet of the rear and 6 feet of the side lines of all lots in this subdivision for the construction and perpetual

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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 provision of this easement if underground wires or cables pass over some portion of said lots not within the 8 foot wide strip as long as such lines do not hinder building construction. In addition, utility and sewer easements are reserved as shown on the recorded plat map of Rudgate Hills No. 2.

VIII
NUISANCES

No poultry, livestock, or nuisance of any sort, type, kind or description may be maintained within the plat of Rudgate Hills No. 2. No domestic pets or other animals shall be allowed to become a nuisance, and the erection or maintenance of kennels or runs for domestic pets, without the written consent of grantor, is 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. 2, except that signs advertising sale of lots in Rudgate Hills No. 2 may be maintained up to and including July 1, 1981. 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. 2 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. 2. No commercial vehicles, campers, trailers or boats shall be parked or stored on any lot in this subdivision for more than 72 hours unless placed wholly within an enclosed garage, and no mobile trailer or other recreational vehicle shall be stored in the front or side yard of any lot in this subdivision, or in any portion of the rear yard which does not have reasonable screening for the aesthetic protection of nearby property owners.

IX
EXTERIOR USES, FENCES, SWIMMING POOLS AND TENNIS COURTS

No radio transmitting tower of any sort may be erected. 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; tennis court backstops are 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 and tennis courts shall be approved by grantor as to size, location, enclosure, and lighting, and in no case shall any portion of any swimming pool or tennis court 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 or tennis court shall be used in such manner as to constitute a nuisance to adjoining property owners.

X
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. Existing grade of any lot shall not be changed without written permission of grantor.

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XI
DAMAGED OR DESTROYED BUILDINGS

Any dwelling 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 slightly 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.

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 slightly 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
OCCUPANCY

Before a house constructed on any lot in Rudgate Hills No. 2 may be occupied, the owner thereof shall file with 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.

XIV
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, 1990, 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. 2 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.

XV
AMENDMENT

These restrictions may be changed, amended, or eliminated, providing the owners of at least two-thirds of the lots in Rudgate Hills No. 2 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.

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XVI
PARTIAL INVALIDITY

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

XVII
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.

XVIII
ENFORCEMENT

Violation of these restrictions may be enjoined upon the complaint of the owner of any lot in Rudgate Hills No. 2 and any lot owner injured by the violation of any restriction shall have an action for damage therefor.

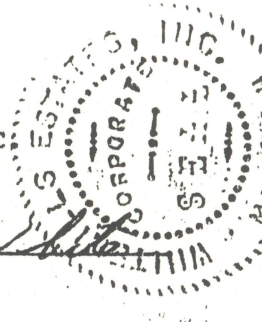
(Witnesses)

John Brattin
John Brattin

Virginia Hulbert
Virginia Hulbert

WHITEHILLS ESTATES, INC.

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



STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this 15 day of May, 1978, by Albert A. White, President of Whitehills Estates, Inc., a Michigan corporation, on behalf of the said corporation.

Virginia Hulbert
Virginia Hulbert
Notary Public
Eaton County, Michigan
(Acting in Ingham County)

My commission expires:
July 8, 1980

Prepared by:
John Brattin, Attorney
700 Stoddard Building
Lansing, MI 48933

This deed is exempt from state tax under Act 134 of Public Acts of 1966 as amended, Section 5 (a).

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RECORDED

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REGISTER OF DEEDS
Paul Johnson
 INGHAM COUNTY, MICH.

AFFIDAVIT

STATE OF MICHIGAN }
 COUNTY OF Ingham } ss

I, Robert W. Crampton, being duly sworn, depose and say that I am a registered land surveyor in the State of Michigan, certificate number 24591.. and residing at 724 Banghart Street, Lansing, Michigan 48906

FURTHER, That I surveyed and prepared the drawings for the recorded plat of RUDGATE HILLS NO. 2 as recorded in Liber 35 of plats on Page(s) 8 of Ingham County records.

FURTHER, that an error of a minor nature was made on the above plat sheet that does not alter the size of any lot as it exists on the ground, and that the following correction is necessary on the plat sheet:

That the lot line between lots 90 & 91 should be 156.72'. The lot line between lots 96 & 97 should be N73°00'09"W.

FURTHER, deponent states that this affidavit is being made pursuant to Section 198, P.A. 288 of 1967 as amended.

Robert W. Crampton
 Robert W. Crampton

Registered Land Surveyor No. 24591....

Subscribed and sworn to before me this 12th day of March, 1979

Eunice L. Stephens
 Eunice L. Stephens

Notary Public Ingham.... Michigan
 (County)

My commission expires July 27, 1982