

# SURVEYOR'S CERTIFICATE

I, James E. Stephens, surveyor, certify:

That I have surveyed, divided and mapped the land shown on this plat described as follows:  
RUDGATE HILLS NO. 3, a subdivision on part of the Northeast 1/4 of Section 7, T4N, R1W, City of East Lansing, Ingham County, Michigan, commencing at the Northeast corner of Section 7, thence running along the Section line S00°01'30"E 650.25 feet, thence N89°46'30"W 250.00 feet, thence N89°50'W 430.70 feet to the point of beginning on the North line of Applegate Lane, thence continuing along said North line the following three courses, N89°50'W 133.94 feet, thence S82°35'49"W 151.84 feet, thence N89°50'W 25.50 feet to the East line of RUDGATE HILLS NO. 2 as recorded in Liber 35 of Plats on Page 8, Ingham County Records, thence along said East line N00°02'10"E 370.00 feet, thence S89°50'E 310.0 feet, thence S00°02'10"W 350.0 feet to the point of beginning, containing 8 lots numbered 110 through 117 inclusive.

That I have made such survey, land division, and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground or that surety has been deposited with the municipality, as required by Section 125 of the Act.

That the accuracy of survey is within the limits required by Section 126 of the Act.

That the bearings shown on the plat are expressed as required by Section 126(3) of the Act and as explained in the legend.

DATE \_\_\_\_\_ Stephens-Kyes & Associates, Inc.  
4675 Okemos Road  
P.O. Box 278  
Okemos, Michigan 48864

James E. Stephens, Principal  
R.L.S. 16053

## PROPRIETOR'S CERTIFICATE-CORPORATION

Whitehills Estates, Inc., a corporation duly organized and existing under the laws of the State of Michigan by Albert A. White, President, and George G. White, Vice President, as proprietor, has caused the land to be surveyed, divided, mapped and dedicated as represented on this plat and that the Court is for the use of the public; that the public utility easements are private easements and that all other easements are for the uses shown on the plat.

Whitehills Estates, Inc.  
3210 Lake Lansing Road  
East Lansing, Michigan 48823

Witness

Witness

Albert A. White, President

George G. White, Vice President

## ACKNOWLEDGEMENT-CORPORATION

State of Michigan)  
Ingham County ) S.S.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 1979, Albert A. White, President and George G. White, Vice President, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Vice President of said corporation, and acknowledge that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority.

Notary Public \_\_\_\_\_ Ingham County, Michigan

My Commission Expires \_\_\_\_\_

## COUNTY TREASURER'S CERTIFICATE

The records in my office show no unpaid taxes or special assessments for the five years preceding \_\_\_\_\_ involving the lands included in this plat.

Donald R. Moore  
Ingham County Treasurer

## COUNTY DRAIN COMMISSIONER'S CERTIFICATE

Approved on \_\_\_\_\_ as complying with Section 192 of Act 288, P.A. 1967 and the applicable rules and regulations published by my office in the County of Ingham.

Richard L. Sode  
County Drain Commissioner

## PLANNING BOARD APPROVAL

This plat was approved by the Planning Board of the City of East Lansing at a meeting held \_\_\_\_\_, 1979.

Ralph Monsma, Chairperson

## CERTIFICATE OF MUNICIPAL APPROVAL

I certify that this plat was approved by the City Council of the City of East Lansing at a meeting held \_\_\_\_\_ and was reviewed and found to be in compliance with Act 288 P.A. of 1967; that the public water and public sewer services have been installed and are ready for connection; that the municipality has adopted a Subdivision Control Ordinance and Zoning Ordinance and waives the minimum lot size specified; that adequate surety has been deposited with the Clerk for the placing of monuments and lot markers within a reasonable length of time, not to exceed one year from the above date.

Beverly Colizzi (Clerk)

## COUNTY PLAT BOARD CERTIFICATE

This plat has been reviewed and is approved by the Ingham County Plat Board on \_\_\_\_\_ as being in compliance with all of the provisions of Act 288, P.A. 1967 and the Plat Board's applicable rules and regulations.

Paula Johnson  
Register of Deeds

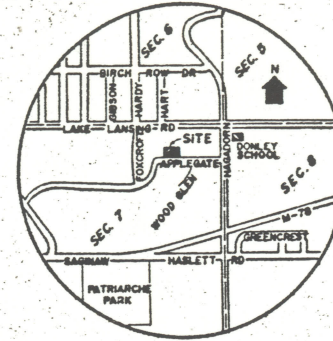
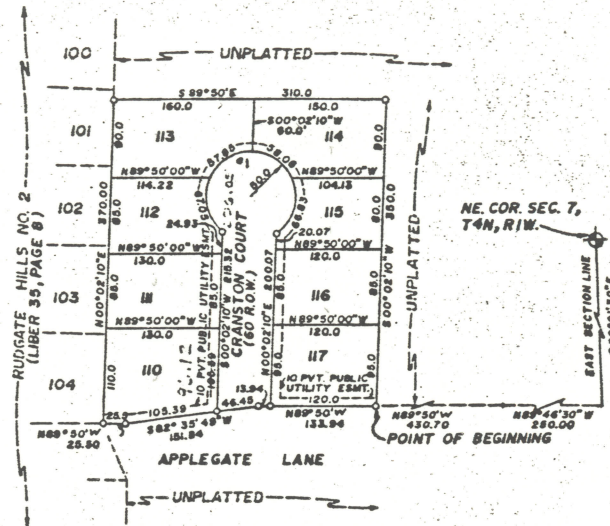
Lingg Brewer, County Clerk

Donald R. Moore, County Treasurer

# RUDGATE HILLS NO. 3

A SUBDIVISION ON PART OF THE NORTHEAST 1/4 OF SECTION 7, T4N, R1W, CITY OF EAST LANSING, INGHAM COUNTY, MICHIGAN

0 100 200 300 400 500  
SCALE 1"=100'



VICINITY MAP  
NO SCALE

## LEGEND

1. ALL DIMENSIONS ARE IN FEET.
2. ALL CURVE DIMENSIONS ARE ARC MEASUREMENTS.
3. CONCRETE MONUMENTS HAVE BEEN PLACED AT ALL POINTS MARKED THUS "O".
4. LOT CORNERS HAVE BEEN MARKED WITH IRON ROD 18 INCHES IN LENGTH BY 1/2 INCH IN DIAMETER.
5. THE BEARING OF THE EAST LINE OF RUDGATE HILLS NO. 2 (LIBER 35 OF PLATS, PAGE 8) WAS USED AS THE BEARING ORIENTATION FOR THIS PLAT.

## CURVE DATA

CURVE NO.	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD	CHORD BEARING
1	50.00	286°15'37"	249.81	60.00	S89°57'50"E

## RECORDING CERTIFICATE

State of Michigan)  
Ingham County ) S.S.

This plat was received for recording on the \_\_\_\_\_ day of \_\_\_\_\_ 1979 at \_\_\_\_\_ M, and recorded in Liber \_\_\_\_\_ of Plats on Page \_\_\_\_\_.

Paula Johnson, Register of Deeds

RECORDED

LIBER 1335 PG 1189

JUL 24 12 30 PM '80

REGISTER OF DEEDS

*James G. Johnson*  
INGHAM COUNTY, MICH.

QUIT-CLAIM DEED

THIS INDENTURE, made this 18th day of July, 1980, WITNESSETH, That WHITEHILLS ESTATES, INC., a Michigan corporation, whose address is P. O. Box 822, East Lansing, Michigan 48823, for the sum of One Dollar (\$1.00) Conveys and Quit-claims to MARIETTA D. HEIN, of 823 Hein Avenue, 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 110 through 117 inclusive of Rudgate Hills No. 3, 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. 3 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 10,000 square feet.

III  
BUILDING AREA AND TYPE OF USE

Only single family residence buildings may be erected in Rudgate Hills No. 3 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 22 square feet of total finished floor space

Two-family residences may be erected, with the written approval of grantor, on Lots 114, 115, 116 and 117, 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

JOHN BRATTIN  
COUNTY CLERK  
EAST LANSING, MICH.



minimum area per living unit shall not be less than 800 square feet. The exterior wall surface of any two-family residence shall be at least 50% brick.

No two-family residence may be constructed, and no single family 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 20 feet; any interior lot shall have at least a 25 foot 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

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ATTORNEY AT LAW  
LANSING, MICH.

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 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. 3.

VIII  
NUISANCES

No poultry, livestock, or nuisance of any sort, type, kind or description may be maintained within the plat of Rudgate Hills No. 3. 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. 3, except that signs advertising sale of lots in Rudgate Hills No. 3 may be maintained up to and including July 1, 1984. 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. 3 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. 3. 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

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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.

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. 3 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, 1992, 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. 3 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

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ATTORNEY AT LAW  
LANSING, MICH.

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 60% of the lots in Rudgate Hills No. 3 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.

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. 3 and any lot owner injured by the violation of any restriction shall have an action for damage therefor.

(Witnesses)

John Brattin

WHITEHILLS ESTATES, INC.

By: Jean S. White  
Its Vice President

Carrol A. Worki  
STATE OF MICHIGAN)

COUNTY OF INGHAM ) ss.

The foregoing instrument was acknowledged before me this 18th day of July, 1980, by Jean S. White, Vice President of Whitehills Estates, Inc., a Michigan corporation, on behalf of the said corporation.

My commission expires: June 7, 1984

John Brattin  
Notary Public

Prepared by:  
John Brattin, Attorney  
820 N. Wash. Ave.  
Lansing, MI 48906

JOHN BRATTIN  
ATTORNEY AT LAW  
LANSING, MICH.

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