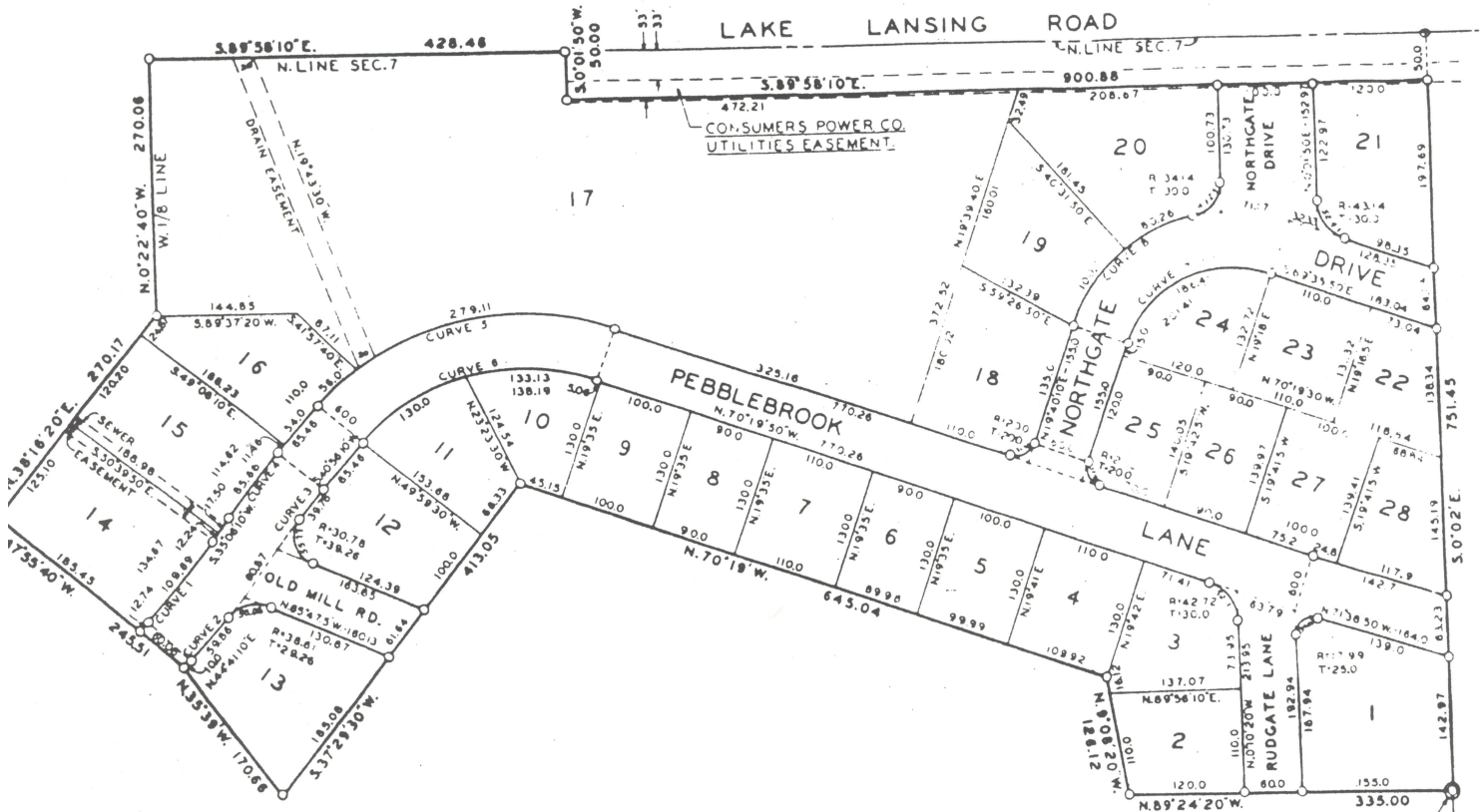


# RUDGATE HILLS

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

1 INCH = 100 FEET  
0 100 200 300 FT  
ALL DIMENSIONS ARE IN FEET & DECIMALS THEREOF

(n=28)



NOTE: NO PERMANENT STRUCTURES  
MAY BE BUILT ON EASEMENTS.

PLACE OF  
BEGINNING



CENTER OF  
SECTION 7,  
T.4N., R.1W.

## CURVES—ARC METHOD

NO.	Δ	LENGTH	TANGENT	RADIUS	D.
1	9°35'	108.89	54.97	658.77	8.737°
2	4°47.5'	58.88	29.95	718.77	8.005°
3	2°55'	39.78	19.89	781.36	7.332°
4	5°50'	85.06	42.87	841.36	6.809°
5	8°44'	335.11	191.03	279.34	20.511°
6	8°44'	263.13	190.00	219.34	26.121°
7	9°44'	186.41	119.23	117.71	48.674°
8	9°44'	281.43	180.00	177.71	32.240°



PREPARED BY: GEORGE G. WHITE — REGISTERED ENGINEER NO. 11307.

SHEET 1 OF 2

# RUDGATE HILLS

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

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that ROBERT J. PULVER  
MILDRED D. PULVER, husband and wife, and  
T. A. WHITE, a single man, and WHITEHILLS  
ESTATES INC., a Michigan Corporation, by ALBERT  
WHITE, President, and FRANCIS S. JURY, Secretary

have caused the land embraced in the annexed plat to be surveyed,  
platted, to be known as RUDGATE HILLS part of the  
N. of section 7, T. 4N., R. 1W., City of East Lan-  
sing County, Michigan.

the streets, Lanes, Roads & Drives as shown on said plat are  
dedicated to the use of THE PUBLIC.

Witness my hand and seal of office this 14th day of August, 1963, at East Lansing, Michigan.

John Brattin (Witness)  
John Brattin (Witness)  
John Brattin (Witness)

Robert J. Pulver (L.S.)  
Mildred D. Pulver (L.S.)  
Albert A. White (L.S.)

Whitehills Estates Inc. (L.S.)  
Albert A. White President  
Francis S. Jury Secretary

John Brattin (Witness)  
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Robert J. Pulver (L.S.)  
Mildred D. Pulver (L.S.)  
Albert A. White (L.S.)

Whitehills Estates Inc. (L.S.)  
Albert A. White President  
Francis S. Jury Secretary

## ACKNOWLEDGMENT

Michigan  
Ingham  
County  
This day of July, 1963, before me,

able in and for said County, personally came the above named  
ROBERT J. PULVER and MILDRED D.  
WHITE, his wife and ALBERT A. WHITE, a single

to be the persons who executed the above dedication, and acknowledged  
to be their free act and deed.

John Brattin (Witness)  
John Brattin (Witness)  
John Brattin (Witness)

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Mildred D. Pulver (L.S.)  
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Mildred D. Pulver (L.S.)  
Albert A. White (L.S.)

## APPROVAL BY COUNTY PLAT BOARD

This plat was approved on the 14th day of August, 1963, by the County Plat Board.

Mrs. Bell Humphrey (County Register of Deeds)  
C. Ross Hilliard (County Clerk)

Harry A. Sperry (County Treasurer)  
Gerald L. Graham (County Drain Commissioner)

## CERTIFICATE AS TO STATE TRUNK LINE OR FEDERAL AID ROADS

We hereby certify that said plat appears to include land located on a state trunk line or federal aid road.

Mrs. Bell Humphrey (County Register of Deeds)  
C. Ross Hilliard (County Clerk)

Harry A. Sperry (County Treasurer)  
Gerald L. Graham (County Drain Commissioner)

## EXAMINED AND APPROVED

Date August 22, 1963

Richard E. Lomas (County Register of Deeds)

Richard E. Lomas (County Register of Deeds)

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we, The School District of the City of East Lansing, by its Board of Education, James H. Stephen President and Robert W. Richards, secretary a municipal corporation.

as preparators, have caused the land embraced in the annexed plat to be surveyed, laid out and platted, to be known as RUDGATE HILLS part of the North half of Section 7, T. 4N, R. 1W, City of East Lansing, Ingham County, Michigan.

and that the streets, LANES, ROADS, & DRIVES as shown on said plat are hereby dedicated to the use of THE PUBLIC.

The School District of the City of East Lansing, BY ITS BOARD OF EDUCATION.

Signed and Sealed in the presence of John Brattin (Witness) James H. Stephen Pres.

Virginia Hulbert (Witness) Robert W. Richards Sec.

## ACKNOWLEDGMENT

STATE of Michigan  
County of Ingham  
On this 17th day of JULY, A.D. 1963, before me, JOHN BRATTIN, a Notary Public in and for said county appeared James H. Stephen and Robert W. Richards

to me personally known, who being each by me duly sworn did say that they are the President and Secretary respectively of the School District of the City of East Lansing, a Municipal Corporation, 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 the said James H. Stephen President and Robert W. Richards Secretary acknowledged said instrument to be the free act and deed of said corporation and do not have corporate seal.

John Brattin (Witness)  
John Brattin (Witness)  
John Brattin (Witness)

James H. Stephen (L.S.)  
Robert W. Richards (L.S.)

John Brattin (Witness)  
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John Brattin (Witness)

James H. Stephen (L.S.)  
Robert W. Richards (L.S.)

I hereby certify that this is a true and correct reproduction of the plat recorded in the office of the Register of Deeds.

Register of Deeds, Ingham County, Michigan

Dated: August 22, 1963

Richard E. Lomas (County Register of Deeds)

Richard E. Lomas (County Register of Deeds)

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Richard E. Lomas (County Register of Deeds)

## SURVEYOR'S CERTIFICATE

I hereby certify that the plat herein 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 lapped over each other at least 6 inches with an over-all length of not less than 36 inches, encased in a concrete cylinder of at least 4 inches in diameter and 36 inches in length have been placed at points marked (O) as shown shown of all angles in the boundaries of the land platted, of all the intersections of streets, intersections of alleys, or of streets and alleys, and of the intersections of streets and alleys with the boundaries of the plat as shown on said plat.

George G. White (Professional Engineer)  
George G. White (Professional Engineer)

## CERTIFICATE OF MUNICIPAL APPROVAL

This plat was approved by the CITY COUNCIL of the CITY of EAST LANSING

at a meeting held August 5, 1963, and in compliance with Section 17a, and that the width of lot can form with the requirements of Section 20, Act 172, of 1929, as amended.

Mary J. Slavin (City Clerk)  
Mary J. Slavin (City Clerk)

## COUNTY TREASURER'S CERTIFICATE

Office of County Treasurer, Ingham County, Michigan. I hereby certify, that there are no tax liens or other liens held by the State on the lands described herein, and that there are no tax liens or other liens held by individuals on said lands, for the five years preceding the day of August, 1963, and that the taxes for said period of five years are all paid, as shown by the records of this office.

James H. Stephen (County Treasurer)  
James H. Stephen (County Treasurer)

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James H. Stephen (County Treasurer)  
James H. Stephen (County Treasurer)



RECORDED IN DEEDS

QUIT-CLAIM DEED (By Corporation)

AUG 30 11 27 AM '63

This Indenture, made this 27th day of August, 1963,*Mia Bell Humphrey*  
REGISTER OF DEEDS  
INGHAM COUNTY, MICH.

WITNESSETH, That Whitehills Estates, Inc., a Michigan corporation, conveys and quit-claims to George G. White and Jean W. White, husband and wife, of 172 Spartan, East 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. One through Sixteen (16) and Eighteen (18) through Twenty-eight (28) inclusive of the Plat of Rudgate Hills, 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 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 10,000 square feet, so placed as to have at least 70 foot frontage on a public street.

## II.

## BUILDING AREA AND TYPE OF USE

Only single residence buildings may be erected in Rudgate Hills, except that two-family dwellings may be erected on Lots 18 through 21. Single-family dwellings shall contain the following minimum areas of finished ground floor space above grade, exclusive of garage and porches:



Lots 1 through 16 and Lots 18 through 28

1 story - 1600 square feet

Tri-level or split level - 1400 square feet, and  
1800 square feet total  
finished floor space

1½ story - 1200 square feet, and 1800 square feet  
total finished floor space

2 story - 1000 square feet, and 1800 square feet  
total finished floor space

except, two-family residences may be built on Lots 18 through 21 with  
the following minimum areas of finished ground floor space above grade,  
exclusive of garage:

1 story - 2000 square feet

Tri-level or split level - 1800 square feet, and  
2200 square feet total  
finished floor space

or

1½ story - 1600 square feet, and 2200 square feet  
total finished floor space.

Lot 18 is restricted to a one story dwelling.

A professional office of a doctor, architect, engineer, or similar  
profession may be maintained in owner-occupied residence on Lots 20  
and 21.

### III.

#### 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 towards 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



and 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.

## IV.

## SET-BACKS

In no case shall the second story portion of any house be nearer than 15 feet to a side lot line, except that a chimney or bay window may project 2 feet into a side yard. No portion of a 1 story house may be built nearer than 10 feet to a side lot line. There shall be a minimum of 25 feet between houses. The minimum set-back from the front lot line shall be determined by grantor at time of building. In the absence of other approval by grantor or a lot owner's committee, as hereinafter set forth, the following set-backs shall also 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. Any interior lot shall have at least a 25 foot rear yard. Grantor shall determine which shall be the front and which the side street 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 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, or a committee selected by the owners of a majority of the lots in Rudgate Hills, 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 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.

## VI.

## EASEMENTS

Easements are reserved along and within 6 feet of the rear 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.

## VII.

## NUISANCES

No poultry, livestock, or nuisance of any sort, type, kind, or description may be maintained within the plat of Rudgate Hills. 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, except that signs advertising sale of lots in Rudgate Hills 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 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 Rudgate Hills. No commercial vehicles or trailers 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 8 feet above the roof of any house upon the lot. No television aerials may be attached to any roof 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, except that fences may be constructed to a height of 8 feet provided that the top 2 feet thereof shall be of open structure. 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.

## IX.

## 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.



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, 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.

XI.

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.

XII.

SIDEWALKS

The grantor hereof agrees, at its own expense, to construct a sidewalk in front of all lots except Lots 18 through 21. 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.

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 Rudgate Hills shall execute and acknowledge an agreement or agreements, in writing, releasing the land subject hereto, or any port 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 Rudgate Hills 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 any thing, 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 complaint of the owner of any lot in Rudgate Hills 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

WHITEHILLS ESTATES, INC.

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

Glenn T. Cheney  
Glenn T. Cheney

STATE OF MICHIGAN )  
COUNTY OF INGHAM ) ss.

On this 27th day of August, 1963, 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 20, 1964

John Brattin  
John Brattin, Notary Public  
Ingham County, Michigan