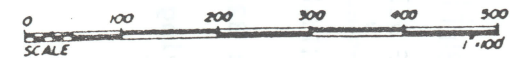




A SUBDIVISION ON PART OF THE NORTHEAST 1/4 OF SECTION 7,
T4N, R1W, CITY OF EAST LANSING, INGHAM COUNTY, MICHIGAN



NO. 10 (n=16)

SURVEYOR'S CERTIFICATE

I, Robert W. Crampton, surveyor, certify:
That I have surveyed, divided and mapped the land shown on this plat, described as follows:
WHITEHILLS ESTATES NO. 10, a subdivision on part of the Northeast 1/4 of Section 7, T4N, R1W,
City of East Lansing, Ingham County, Michigan, commencing at the East 1/4 corner of said
Section 7, thence running along the East-West 1/4 line N89°48'37"W 1357.07 feet, thence
N01°51'56"E 279.16 feet to the Point of Beginning, thence S42°43'40"W 136.55 feet, thence
S47°16'20"W 10.0 feet to the Northeast corner of Lot 275 of Whitehills Estates No. 8, as
recorded in Liber 24 of Plats on pages 4 and 5, Ingham County Records, thence along the
East line of said Plat K52°43'40"W 655.50 feet, thence S2°37'05"W 106.18 feet, thence
N11°04'40"W 162.57 feet to the Southwest of Lot 286 of Whitehills Estates No. 9, as recorded
in Liber 27 of Plats on pages 16 and 17, Ingham County Records, thence along the South
line of said Plat the following two courses: N82°15'40"E 414.05 feet, thence S56°35'20"E
429.79 feet, thence S33°26'40"E 130.0 feet, thence S68°20'02"W 148.04 feet, thence
Southwesterly 93.11 feet along the arc of a 50 foot radius curve to the right whose chord
bears S56°35'20"W 86.23 feet, thence S51°27'52"W 218.09 feet, thence S27°25'20"E 240.30
feet, thence S47°01'54"E 424.98 feet, thence S47°10'E 15.02 feet, thence S47°35'58"W 180.82
feet, thence S53°39'09"W 60.72 feet, thence S46°39'15"W 145.73 feet to the point of
beginning, containing 16 lots, numbered 316 through 331 inclusive.

That I have made such survey, land division, and plat by the direction of the owners of
such land.
That such plat is correct representation of all 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: August 3, 1978
Robert W. Crampton
Robert W. Crampton, Principal
R.L.S. 24591

STEPHENS-KYES & ASSOCIATES, INC.
4675 Okemos Road
Okemos, Michigan 48864



RECORDING CERTIFICATE

State of Michigan)
Ingham County) S.S.

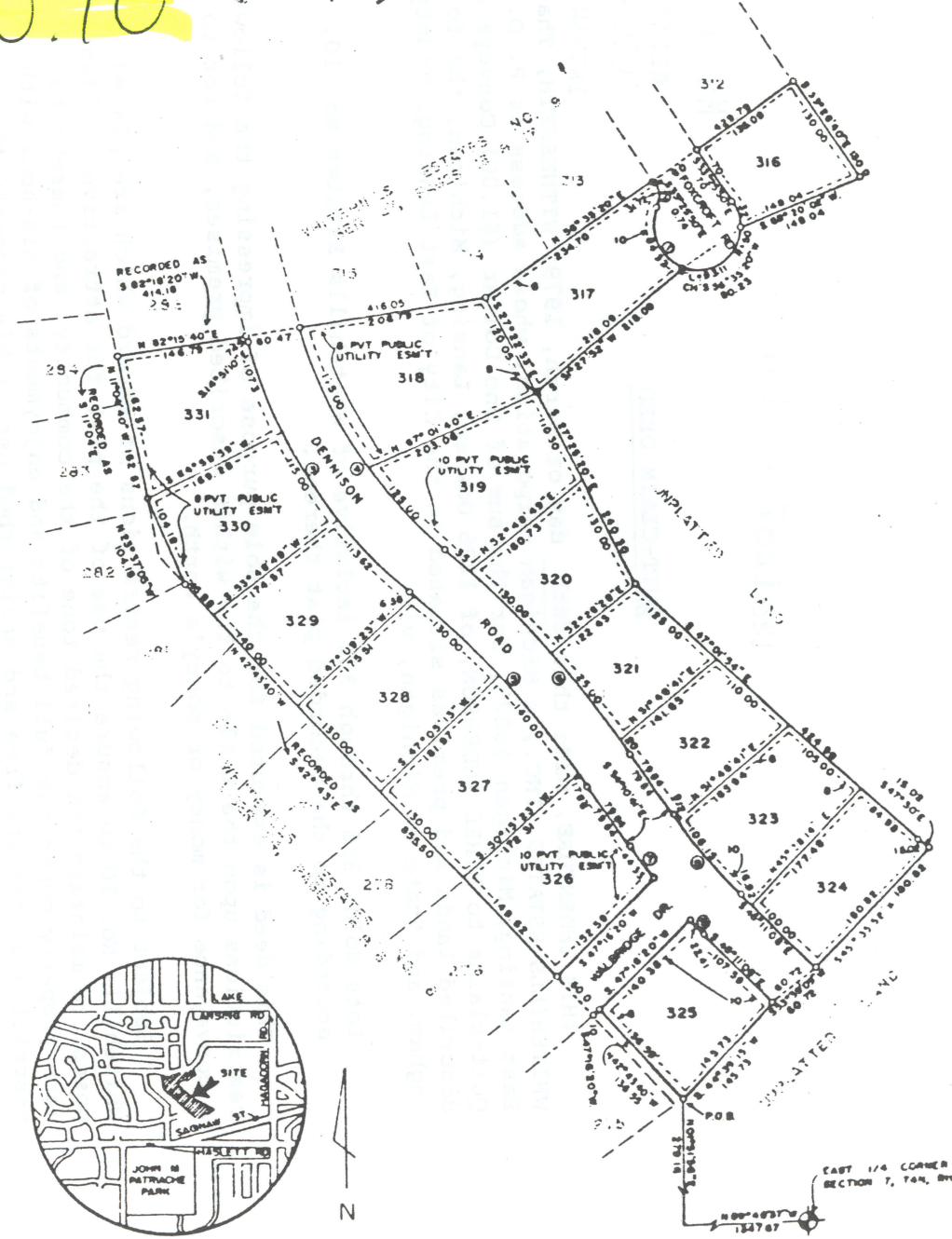
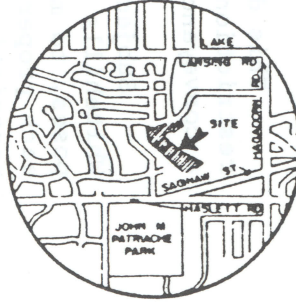
This plat was received for recording on the 18th day of January 1979
at 2:45 P.M. and recorded in Liber 36 of Plats on Pages 44 & 45

Paula Johnson
Paula Johnson (Register of Deeds)

| CURVE DATA | | | | | |
|------------|---------|-----------|------------|--------|---------------|
| CURVE NO. | RADIUS | Δ | ARC LENGTH | CHORD | CHORD BEARING |
| 1 | 50.00 | 24°00'00" | 209.44 | 86.80 | N 36°34'10"E |
| 2 | 30.00 | 30°00'00" | 31.42 | 30.00 | S 33°23'50"E |
| 3 | 50.00 | 34°22'58" | 336.00 | 330.88 | S 32°08'30"E |
| 4 | 800.00 | 34°28'41" | 300.00 | 295.53 | S 32°08'29"E |
| 5 | 1120.00 | 18°03'08" | 284.24 | 293.39 | N 41°42'15"W |
| 6 | 1180.00 | 18°03'08" | 310.00 | 308.11 | N 41°48'15"W |
| 7 | 840.00 | 03°30'58" | 44.33 | 44.33 | S 38°08'08"E |
| 8 | 800.00 | 1°00'27" | 116.27 | 116.09 | S 38°40'58"E |

LEGEND

- All dimensions are in feet.
- Concrete monuments have been placed at all points marked this "u".
- Lot corners have been marked with iron rod 18 inches in length by 1/2 inch in diameter.
- All curve dimensions are arc measurements.
- Bearings were established from the recorded Plat of Whitehills Estates No. 9, Liber 27, Pages 16 and 17, Ingham County Records.



EAST 1/4 CORNER
SECTION 7, T4N, R1W

RECORDED

LIBER 1287 PAGE 167

MAR 23 2 34 PM '79

QUIT-CLAIM DEED

REGISTER OF DEEDS

Paul Johnson

INGHAM COUNTY, MICH.

THIS INDENTURE, made this 26th day of March, 1979, 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 ETHEL ANDERSON, of 1236 Downer, 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. 316 through 331 inclusive of Whitehills Estates No. 10, 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 Whitehills No. 10 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, shall be 90 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 15,000 square feet.

III

BUILDING AREA AND TYPE OF USE

Only single family residence buildings may be erected in Whitehills Estates No. 10. Single family dwellings shall contain the following minimum areas of finished ground floor space above grade, exclusive of garage and porches:

| | |
|--|---|
| 1 story | 2500 square feet |
| Bi-level, tri-level or split level, or 1-1/2 story | 1800 square feet and 2700 square feet of total finished floor space |
| 2 story | 1500 square feet and 3000 square feet of total finished floor space |

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 50 feet, and in the case of a corner lot, the minimum set-back from the side street line shall be 30 feet; any interior lot shall have at least a 40 foot rear yard. No portion of any house including eaves, bays,

or chimney shall be built nearer than 15 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 35 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, containing a minimum of 500 square feet of floor area, and with walls plastered or finished with material approved by grantor. No detached garage and no carport may be erected in this plat. Any house shall contain a minimum of 300 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. 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 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. All outdoor parking areas and driveways, including circular drives, shall be approved by grantor. Plans shall be submitted prior to construction.

VI

APPROVAL OF PLANS-SURVEY

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, including roof pitch, plat 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. Grantor shall be sole judge of the classification of house as to type and suitability. Also, grantor may require that at least 50 per cent of exterior sidewalls shall be of brick or approved masonry construction. If a house is of exceptional design and quality, grantor may lower size requirements not to exceed 15 per cent.

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, telephone, and other public and quasi-public utilities and to trim or remove 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 Whitehills Estates No. 10.

VIII
NUISANCES

No poultry, livestock, or nuisance of any sort, type, kind or description may be maintained within the plat of Whitehills Estates No. 10. 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 8 square feet in size shall be constructed or maintained in Whitehills Estates No. 10, except that signs advertising sale of lots in Whitehills Estates No. 10 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 Whitehills Estates No. 10 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 Whitehills Estates No. 10. No commercial vehicles, campers, trailers or boats shall be parked or stored on any lot in this subdivision for more than 24 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 in writing 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.

XI
DAMAGED OR DESTROYED BUILDING

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 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.

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
OCCUPANCY

Before a house constructed on any lot in Whitehills Estates No. 10 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 Whitehills Estates No. 10 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 60 per cent of the lots in Whitehills Estates No. 10 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.

XVIII
ENFORCEMENT

-5-

LIBER 1335-1252

CONDITIONAL WAIVER OF RESTRICTION

RECORDED

STATE OF MICHIGAN)
COUNTY OF INGHAM) ss

35
44
JUL 24 3 15 PM '80
REGISTER OF DEEDS
J. Johnson
INGHAM COUNTY, MICH.

WHITEHILLS ESTATES, INC. by its undersigned duly authorized officer, hereby waives the prohibition against a detached garage contained in Paragraph V of the Restrictions upon the Plat of Whitehills Estates No. 10 imposed by Quit Claim Deed recorded March 29, 1979 in Liber 1287 commencing at page 167, Ingham County Records as to Lot 317 of Whitehills Estates No. 10 according to the recorded Plat thereof on the condition that all plans and specifications for said detached garage shall receive the prior written consent of Whitehills Estates, Inc. prior to the commencement of construction of said building and on the further condition that the house to be erected on said Lot shall have attached thereto not less than a two car garage conforming to the restrictions imposed upon said Plat including Article V thereof as aforesaid.

IN WITNESS WHEREOF, this Affidavit has been executed for and on behalf of Whitehills Estates, Inc. by its said duly authorized officer this 10th day of July, 1980.

WITNESSED BY:

WHITEHILLS ESTATES, INC.

Judith A. Goudie
Judith A. Goudie
Irene M. Chandler
Irene M. Chandler

BY: Jean S. White
Vice President Jean S. White

STATE OF MICHIGAN)
COUNTY OF INGHAM) ss

On this 10th day of July, 1980, before me appeared Jean S. White known to me to be the VICE PRESIDENT of Whitehills Estates, Inc., the corporation named in the foregoing instrument who acknowledged the same to be the free act and deed of said corporation.

Drafted By: James A. Park, P.C.
1612 Michigan National Tower
Lansing, Michigan 48933

Irene M. Chandler
Notary Public
County of Ingham

My commission expires: May 3, 1982

IRENE M. CHANDLER
Notary Public, Ingham County, MI
My Commission Expires 5-3-82

1335-1252