WHITEHILLS ESTATES NO. 12 A SUBDIVISION ON PART OF THE EAST 1/2 OF SECTION 7, T4N, RIW, CITY OF EAST LANSING, INGHAM COUNTY, MICHIGAN (N = 24)1. Lines E. Stephens, surveyor, certify:

That I have surveyed, divided and mapped the land shown on this plat, described as follows, MHTDHILS ESTATES NO. 12, a shell/did no part of the East 17. of Section 7, 768, RHA, MHTDHILS ESTATES NO. 12, a shell/did no part of the East 17. of Section 7, 768, RHA, CITY of Last 176, corner of said Section 7, these NRY 01 SYM 405, 100 feet along the East III like these NRY 01 SYM 405, 100 feet along the East III like these NRY 01 SYM 405, 100 feet along the Last III like these NRY 01 SYM 405, 100 feet along the Received Section 110, 100 feet along the Received Section 111, as received in Liber 17 of Plats, Pages 80 med 1, Ingham plat of Whitehills Estates No. 11, these Sections 110, 100 feet, 100 feet, also heling along the arc in a 112-9 feet reduce now to the left whose chord bears 874 26 26 M 180, 76 feet, also heling along the Section 110 feet of said Mittehills Estates No. 11 these No. PRIVATE FASSIMENT ARC . 93.11 RADIUS . 50.00 A . 106 42 02 CH BRG . N 56" 35'20" E CHORD . 80. 23 IO PYT PUBLIC UTILITY That I have made such survey, land division, and plat by the acception of the owners of such land. That such plat is a correct representation of all the exterior boundaries of the land surveyed and 356 That the required movements and lot markers have been located to the ground original surety has been deposited with the municipality, as required by Section 125 of the A.C. That the accuracy of survey is within the limits required by School 126 of the Act. That the bearings shown on the plat are expressed as required by Section 126000 of the Act and as PRIVATE EASEMENT FOR SAMITARY SEWER, STORM BEWER, WATER. AND PUBLIC UTILITIES Stephens-Rives & Assis Littles, Inc. 4675 Okemis Road P.O. Box 278 Okomis, Michigan 48864 EV RIMENLY & SEWER STORM S SEWER WATER. UTILITIES Kal and Company

PROPRIETOR'S CERTIFICATE - CO-PARTNERSHIP

James E. Stephens, Principal

1.5. 16053

the subdivision of it.

1. James E. Stephens, surveyor, certify:

We, as proprietors, certify that we caused the lamil embraced in this plat to be surveyed, divided, we supped and dedicated as represented on this plat and that the resul, place and circle are hereby mapped and dedicated as represented on this plan any take the road, place as extreme and dedicated to the use of the public, that the public of Ultiv easiments are private easements and that all other easements are for the uses shown on the plat.

Ronald W. Clark Witness Ronald W. Clark

Willian & Scham Williams William E. Graham Jr.

Janes Glaker, Watther

Sa co-partnership, recorded on September 6, 1979, as No. 152821 in the records of the Navne Canty Clerk's officer

Manufacturers Bank of Detroft v/o Bank Properties Department

411 West Latavette Detroit, Michigan 48226

Armant S. Kalan wski, Co-Partner

ALLEGE HIGHENT - CO-PAKINGGHIP

early of Michigans franty 1 S.S.

1981, Kaymand S. Kallnowski, co-partner could come before in this 4th day of June 1981, keymand S. Kalinowski, co-partner of The above named co-partnership, to me known to be the persons second the foregoing instrument, and tone known to be such co-partners of said co-partnership a knowledge that they executed the foregoing instrument as such co-partners as the free act and and of faid co-partnerships

Soliny Millie Gary D Georgine

Oakland Gasity, Michigan, Acting in Wayne County, Michigan

M. commission empires. August 24, 1963

CURVE DATA ARC LENGTH CHORD LENGTH CHORD BEARING DELTA CURVE NO RADIUS 277,17 N13° 47'54" 40032'32" 283.04 1. 400 00 47019'56" 369 25 \$ 23°21' 36"5 300.01 2. 460.00 5 30°55' 29" W 41024 35" 21.60 2121 3 30.00 N 38"22"15"W 75.00 5000 262049'09" 229 35 M78°20'03"E 21.21 41"24'35" 30 00 30 43 N44°51'07"W 04021'39 400.00 160 49 366" 20" 10" W 47"00"84" 165 09 20122 369"16"13"# 41014.35 21.60 21.2: 30 00 #00°01'30"# 268049'10" 229 35 79 00 5000 369019'13"€ 21 21 21.64 30.00 41924 35" 113 66 H45"14"41"E 116.90 47027 34" 520° 20'06 E 37"07"37" 222.10 218 30 342 85 227.06 | H26"19"57"W 38°91'80" 402.85

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SCALE 1" . 40"

THE PROPERTY OF WAR. VI !: IMECOMOCO IN LIBER 37 CF PLAIS, PAGES 46 8 411

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NO 11, LIBER 37, PAGES 40 & 4; INGNAM COUNTY RECORD.

6 IRI INDICATES RADIAL LOT LINES

186 191

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DETAIL A

EAST 1/4 CORNER :

SECTION 7,

". Aiw

WHITEHILLS ESTATES NO. 12

A SUBDIVISION ON PART OF THE EAST 1/2 OF SECTION 7, T4N, RIW, CITY OF EAST LANSING, INGHAM COUNTY, MICHIGAN

I HEREBY CERTIFY THAT THIS IS A TRUE
AND CURRECT REPRODUCTION OF THE PLAT
RECORDED IN 094 OFFICE OPER REGISTER
OF DEEDS
REGISTER OF DEEDS, INGHAN COUNTY,
MICHIGAN

LATE:

PROPRIETOR'S CERTIFICATE - CORPORATION

S. 1

Whitehills Estates, Inc. a corporation duly organized and existing under the laws of the State of Michigan by Albrit A. White, President and Jean S. White, Vice-President, as proprietor, has "awased the land to be surveyed, divided, mapped and dedicated as represented on this plat and that the road, place and circle are 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.

Mitness Ronald W. Clark

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

Quality a Soudie

Albert A. White, President

Jean S. White, Vice President

ACCHOMLEDICEMENT - COMPORATION

State of Michigan) Ingham County) S.S.

Notary Public Charges of Charges Ingham County, Nichigan My commission expires

COUNTY TREASURER'S CERTIFICATE

The records in my office show no unput taxes or special assessments for the five years preceding $p_{\rm col} = p_{\rm col} = p_{$

Couline & Nottingham
Pauline G. Notlingham
Ingham County Deputy Treasurer

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

Approved on June 9 1997 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.

George L. Griffiths
County Drain Commissioner

EXAMINED AND APPROVED

Date Age Tomber 18, 1981
BY THE DEPARTMENT
OF COMMERCE

JAMLS

STEPHENS

Brishard En d'omort by MAP Robord E. Lemen, L. S. Mina or Pl. 1. Smith CERTIFICATE OF MUNICIPAL APPROVAL

PLANNING BOARD APPROVAL

William M. Beacher

I certify that this plat was approved by the City Council of the City of East Lansing at a meeting held Occord 18 1981 and was reviewed and found to be in compliance with Act 288, P.A. of 1907; that the public water and public sever services have been installed and are ready for convection; that the manicipality 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 movements and lot markers within a reasonable length of time, not to exceed one year from the above date.

This plat was approved by the Planning Board of the City of East Lansing at a meeting

Severly R. Corling.

COUNTY PLAT BOARD CERTIFICATE

This plat has been reviewed and is approved by the Ingham County Plat Build on 1987 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

Lings Brever, County Clerk

Morald R. Moore, County Treasurer

RECORDING CERTIFICATE

State of Michigan) Ingham County | S.S.

This plat was received for recording on the 25 TH day of death with 1981 at / 37HPM and recorded in Liber 38 of Plats on Page's 13 144

Paula Johnson, Segister of Doede

DECLARATION OF RESTRICTIONS

KAL & CO., a Michigan co-partnership, with offices at 411 West Lafayette, Detroit, Michigan 48226, as titleholder and Seller of the lands and premises hereinafter described pursuant to Land Contract dated November 13, 1980 (the "Land Contract") and WHITEHILLS ESTATES, INC., a Michigan corporation, whose address is P. O. Box 822, East Lansing, Michigan 48823, as the Purchaser named in said Land Contract, hereby impose the following covenants, conditions, restrictions and reservations on the following described lands and premises situated in the City of East Lansing, County of Ingham, and State of Michigan, viz:

Lots No'd. 350 through 373 inclusive of Whitehills Estates No. 12, according to the recorded plat thereof,

to ensure the use of said land and premises 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 80 feet on a public street, except Lots 359, 360, 361, 367, 368 and 369, which shall have not less than the frontage as platted.

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 12,000 square feet.

BUILDING AREA AND TYPE OF USE

Only single family residence buildings may be erected in Whitehills Estatem No. 12. In the absence of written permission of Whitehills Estates, Inc., or its authorized representative, to the contrary, the following size restrictions shall apply: Houses constructed on Lots 358, 359, 360, 361, 364, 365, 366, 367, 368, 369, 370 and 371 shall contain a minimum of 2,500 square feet of finished floor space above grade, exclusive of garages and unenclosed porches. Houses constructed on Lots 350 through 357 inclusive, 362, 363, 372 and 373 shall contain a minimum of 3,000 square feet of finished floor space above grade, exclusive of garages and unenclosed porches.

IV SET-BACKS AND BUILDING HEIGHTS

The minimum set-backs from the front, side, and rear lot lines shall be determined by Whitehills Estates, Inc., or its authorized representative, at time of building. In the absence of determination to the contrary, the following

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REGISTER OF DREDS

THOHAM COUNTY, MICH.

LIBER 1382 PG 890

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 12 feet to a side line, except by written permission of Whitehills Estates, Inc., or its authorized representative. No house shall exceed two stories in height, and no portion of any building, other than chimney shall exceed 35 feet in height.

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 Whitehill: Estates, Inc., or its authorized representative. 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, 40 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 outbuilding shall be constructive upon any lot without the prior written approval of Whitehills Estates, Inc., on its authorized representative, as to materials, design and location on the lot. All outdoor parking areas and driveways, including circular drives, shall be approved by Whitehills Estates, Inc., or its authorized representative. 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, location of garage doors, plot plan, and location thereof shall have been first approved in writing by Whitehills Estates, Inc., or its author ized representative, and unless, further, a copy of such plans and specifications shall have been delivered to Whitehills Estates, Inc., or its authorizations representative, as aforesaid so as to be retained by it until the erection α 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 Whitehills Estates, Inc., or its authorized representative, 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. Estates, Inc., or its authorized representative, 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. Whitehills Estates, Inc., or its authorized representative, shall be sole judge of the classification of house as to type and suitability. Also, Whitehills Estates, Inc., or its authorized representative, may require that at least 50 per cent of exterior sidewalls shall be of brick or approved masonry construction. If a house is of exception design and quality, Whitehills Estates, Inc., or its authorized representative. may lower size requirements not to exceed 15 per cent.

JOHN BRATTIN ATTORNIY AT LAW LANBING, MICH.

LIBER 1382 PG 891

VII EASEMENTS

Easements are reserved along and within 8 fect 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. 12.

VIII NUISANCES

No poultry, livestock, or nuisance of any sort, type, kind or description may be maintained within the plat of Whitehills Estates No. 12. 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 Whitehills Estates, Inc., or its authorized representative, 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. 12, except that signs advertising sale of lots in Whitehills Estates No. 12 may be maintained up to If a tank for the storage of fuel is maintained and including July 1, 1990. on any lot outside any building, it shall be below the surface of the ground. 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. 12. 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 acreening for the aesthetic protection of nearby property owners.

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 Whitehills Estates, Inc., or its authorized representative, 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. 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 Whitehills Estates, Inc., or its authorized agent, 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 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.

HIN BRATTIN

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 Whitehills Estates, Inc., or its authorized representative, may designate. Existing grade of any lot shall not be changed without written permission of Whitehills Estates, Inc., or its authorized representative.

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. Whitehills Estates, Inc., or its authorized representative, may enter on any premises where an excavation, foundation, or uncompleted house has been left without building progress for more than 6 months and cause such excavation or foundation to be filled or removed, or such uncompleted house to be demolished; the expense thereof shall become a lien against the property.

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 out, 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

Before a house constructed on any lot in Whitehills Estates No. 12 may be occupied, the owner thereof shall file with Whitehills Estates, Inc., or its authorized representative, an accurate survey and shall advise Whitehills Estates, Inc., or its authorized representative, that said house is ready for final inspection, so that Whitehills Estates, Inc., or its authorized representative, 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 Whitehills Estates, Inc., or its authorized representative 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 Whitehills Estates, Inc., or its authorized representative, 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 Whitehills Estates, Inc., or its authorized representative, to any lot owner.

DURATION AND TERMINATION

These covenants and restrictions shall run with the land and shall be binding upon the grantors and grantee, their heirs, personal representatives, successors, and assigns, until the first day of January 1992, and shall

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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. 12 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. 12 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, Whitehills Estates, Inc., or its authorized representative, 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 Whitehills Estates, Inc., 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 Whitehills Estates, Inc., or its authorized representative, shall be in writing; no approval shall be construed as a precedent binding Whitehills Estates, Inc., or its authorized representative, 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 Whitehills Estates No. 12 and any lot owner injured by the violation of any restriction shall have an action for damage therefor.

XIX ASSIGNMENT

The parties hereto agree that Kal & Co. shall succeed to all the rights, privileges and duties of supervision and control of Whitehills Estates, Inc. set forth herein in the event the Land Contract is forfeited or foreclosed or in the event Whitehills Estates, Inc. conveys its Purchaser's interest in the Land Contract to Kal & Co. Subject to the limitations set forth in the preceding sentence, Whitehills Estates, Inc. may at any time assign all or part of its said rights, privileges and duties to an association of property owners in Whitehills Estates No. 12 or to any other person, firm or corporation it desires and upon the execution and recording of appropriate

LIBER 1382 10 894

instruments of assignment, the said assignee shall thereupon have and exercise all the rights relating to those parts of the restrictions which have been assigned by the assignor and the assignor shall be fully released and discharged from further obligations and responsibilities in connection

(Witnessee) Cary D. Georgine Barbara A. Siwczak	KAL & CO. a Michigan co-partnership By: Roymond S. Kalinowski, Co-Partner By: James G. Tucker, Co-Partner
01 2 11	WHITEHILLS ESTATES, INC.
John Brattin Virginia Mulbert Virginia Mulbert	Albert A. White Its: President
STATE OF MICHIGAN) COUNTY OF WAYNE)	
Regionally came before me this 20 Kalinowski, co-partner and James G. Tu	Oth day of November , 1981, Raymond S. ocker, co-payener of the above named

co-partnership, to me known to be the persons instrument, and to me known to be such co-partners of wid co partnership and acknowledge that they executed the foregoing instrument as such copattners as the free act and deed of said co-partpership

> Notary Fublic, County, Michigan My Commission Expires:

GARY D. GEORGINE Notary Public Oakland County, Mich. Acting in Wayne County, Mich.

STATE OF MICHIGAN COUNTY OF INCHAM

My Commission Expires Aug. 24, 1983

The foregoing instrument was acknowledged before me this 200 day of November, 1981, by Albert A. White, President of Whitehills Estates, Inc., a Michigan corporation, on behalf of the said corporation.

Notary Public, Today County, Michigan My Commission Expires: May 50, 1982
Irene M. Chandler

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