





## QUIT-CLAIM DEED

THIS INDENTURE, made the 27th day of November, 1954, between Whitehills Estates, Inc., a Michigan corporation, with offices at Lansing, Michigan, party of the first part, and John Brattin, a married man, of 538 Grove Street, East Lansing, Michigan, party of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUIT-CLAIM unto the said party of the second part, and to his heirs and assigns, Forever, all that certain piece or parcel of land situated in the Township of Meridian, in Ingham County and State of Michigan, and described as follows:

Whitehills Estates No. 5, according to the plat thereof as recorded in the office of the Ingham County Register of Deeds in Liber 18 of Plats, at pages 1212, subject to the following restrictions of record

which are placed upon Whitehills Estates No. 5 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 12,000 square feet, so placed as to have at least a 100 foot frontage on a public street.

## II

## Building Area and Type of Use

Only single residence buildings may be erected in

Whitehills Estates No. 5, except as hereinafter provided, and such dwellings shall contain the following minimum areas of finished ground floor area above grade, exclusive of garage:

Lots 94 through 97, 102 through 104, 167, and 168

- 1 story - 1,350 square feet
- 1½ story - 1,100 square feet
- 2 story - 900 square feet (or 1600 square feet total finished floor space above grade)

Lots 98 through 101, 105, 106, 107, 109 through 116, 136 through 144, 147 through 166

- 1 story - 1,500 square feet
- 1½ story - 1,250 square feet
- 2 story - 1,000 square feet (or 1800 square feet total finished floor space above grade)

Lots 108, 117 through 135, 145, and 146

- 1 story - 1,800 square feet
- 1½ story - 1,500 square feet
- 2 story - 1,200 square feet (or 2200 square feet total finished floor space above grade)

Two family dwellings may be constructed on Lots 94, 95, 96, 97, 104, 156, 157, 158, 166, 167, and 168, provided that any such dwelling shall be so constructed that the building shall from the outside appear to be a single family residence and shall contain not less than 1,800 nor more than 2,700 square feet of finished floor space above grade, exclusive of garage.

The ground floor area of any dwelling, including attached or built-in garage, shall not exceed 15 per cent of the area of the lot upon which it may be erected, and the height of any building shall not exceed 28 feet.

A professional office or studio of a doctor, dentist, teacher, artist, architect, lawyer, or practitioner of a similar nature may be maintained by the owner or occupant of dwellings on Lots 94 and 168, provided that no manufacturing, service, undertaking, or repairing business whatsoever may be conducted thereon.

- III -

Garages, Carports, Driveways and Parking

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 400 square feet of floor area, and with walls plastered or finished with material approved by grantor. All garages shall contain a minimum of 100 cubic feet of enclosed area for storage of household tools, supplies and equipment, and basementless houses or houses with carports shall provide at least 400 cubic feet of enclosed space for such storage. Driveways shall be built not less than 3 feet from side lot lines. Outside parking areas shall be landscaped and located at least 5 feet from side lines and 10 feet from front and rear lines.

#### IV

##### Set-backs

The minimum set-back from front, rear or side lot lines shall be determined by grantor at time of building. In the absence of any other approval 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 40 feet, except that a one story projection, porch or bay may extend an additional 10 feet. The minimum set-back from side lot lines shall be 15 feet and from rear lot lines, 25 feet, except as follows: A structure on Lot 159 shall set back at least 25 feet from the west line, and on Lots 96, 102, 104 and 167, shall set back at least 30 feet from the north line. A structure on Lot 97 shall set back at least 10 feet from the north line. Structures on Lots 94, 102, 103 and 168 shall set back a minimum of 60 feet from the south lot line, and on Lot 96 shall set back at least 10 feet from the south line. Structures on Lots 96, 97, 104 and 105 shall set back a minimum of 30 feet from the street line.

#### 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 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 Whitehills Estates No. 5, 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-owners' 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-owners' committee shall fail to approve or disapprove such design, plans, specifications, and location within 30 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, height of foundation walls, and location and size of septic tanks and drain fields. Grantor's approval shall be obtained for any installation of exterior television aerials, which shall not in any event project more than 8 feet above the top of the roof of the dwelling house on any lot. Grantor shall determine which shall be considered the front and which the side street for any corner lot.

#### VI

##### Easements

Easements are reserved along and within 5 feet of the rear line 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 across 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 5 foot 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 Whitehills Estates No. 5. No domestic pets or other animals shall be allowed to become a nuisance. No hedge or fence shall be allowed to grow or be built to a height greater than 4 feet, except with grantor's approval, and no hedge or fence shall be so located as to detract from the value or enjoyment of adjacent properties. All fences shall be approved by grantor as to material, location and height, and no fence shall under any circumstances exceed 6 feet in height. Lombardy poplars are prohibited. No billboard or advertising board exceeding six square feet in size shall be constructed or maintained in Whitehills Estates No. 5, except that signs advertising sale of lots therein may be maintained up to and including October 1, 1965. 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. 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 Whitehills Estates No. 5. No commercial vehicles or trailers shall be parked or stored on any lot in this subdivision unless placed wholly within an enclosed garage.

VIII

Grading

Any earth removed in grading or excavation shall be deposited at such location within 2,500 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 lot at proposed building line shall not be changed without written permission of grantor.

IX

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.

X

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.

XI

Future Improvements

A purchaser of any lot in Whitehills Estates No. 5 agrees by such purchase for himself, his heirs and assigns, to



share proportionately with all other property owners in the cost of any improvements upon the premises agreed to by the owners of a majority of the lots in the Subdivision. For the purpose of voting on any proposed improvements, the holder of record title of each lot or major portion thereof shall be entitled to one vote. The cost of such improvements shall be apportioned on a front foot basis, except that owners of corner lots shall contribute on a basis of one-half of their total street frontage for all improvements except sewer. Lots 94, 102, 103 and 168 shall not be construed as corner lots for the purposes of this paragraph.

XII

Amendment

These restrictions may be changed, amended, or eliminated providing the owners of at least two-thirds of the lots in Whitehills Estates No. 5 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.

XIII

Duration and Termination

These covenants and restrictions shall run with the land and shall be binding upon the grantor and grantee, 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 Whitehills Estates No. 5 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