

min 48 mm 4 1

James 17- 1957 Kala 164 1 Lee 210 son

WHITEHILLS ESTATES NO. 6

N= 42)

PREPARED BY : LEO V. NOTHSTINE-REG. ENGINEER & LAND SURVEYOR.

SHEET I OF 2

		200000000000000000000000000000000000000
DEDICATION		DESCRIPTION OF LAND PLATTED
Margaret O. Fuller husband and wife and		The land embroced in the enneaned plot of Whitehills Estatos Na. 9 Part of the North Half of Sec. 7, T4N, R1W, Moridian
Margaret O. Fuller , husband and wife and Robert J. Pulver and Mildred D. Pulver, husband		Twp. Ingham County, Michigan
and wife and Whitehills Development Co.		
	EXAMINED AND APPROVED	is described as follown
Michigan corporation by Albert A. White	Date_ MAY 2 3 1957	Beginning at the interior 1/4 corner of section 7,
	-2 · 2	Thence N89°52' W 267.0 ft., Thence N5°45.5' W 179.54 ft., Thence N26°26' W 62.97 ft., Thence
George G. White, Vice-President and Francis S. Jury Secretary	Frank 3. Szymanski	N17°55'W 772.48 ft., Thence S 61°12'W 100.0 ft.,
as preprieter, have caused the land embraced in the annexed plat	AUDITOR GENERAL	Beginning at the interior 1/4 corner of section 7, Thence N80 '52' W 267.0 ft., Thence N5' 45.5' W 179.54 ft., Thence N26' 20' W 62.97 ft., Thence N17' 55' W 772.48 ft., Thence S 61' 12' W 100.0 ft., Thence N29' 46' W 401.69 ft., Thence N60' 35' E 378.16 ft., Thence N82' 13' E 161.67 ft., Thence S89' 25' E 524.83 ft., Thence S0' 26' E 370.0 ft., Thence S13' 02' E 677.0 ft., Thence S0' 17' W 445.0 ft. to the E and W 1/4 line thence N69' 33' W 430.0 ft. along E and W 1/4 line to place of Beginning. Containing 42 lots
to be serveyed, loid set and plotted to be known as. Whilehills Estates No. 6, Part of the North Half of Sec. 7, T4N,RIW,	and I Mar Davel	Thence S13°02'E 677.0 ft., Thence S0°17'W 445.0 ft.
	Plot Erigineer	to the E and W 1/4 line Thence N89°43' W 430.0 ft.
Meridian Twp., Ingham County, Michigan		Containing 42 lots.
and that the streets — as shown on said plat are hereby dedicated to	-	
the public.		SURVEYOR'S CERTIFICATE
S grad and Scaled in		I hereby certify that the plot hereon delineated is a correct one and that permanent metal manuments 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
Machaeth A Dari (Mareus) William C. Fuller (1.5)		cylinder at least 4 inches in diameter and 36 inches in depth have been placed at points marked thus (O) as thereen shown at all angles in the boundaries of the lend platted, at
40 700	, -	all the intersections of streets, intersections of alleys, or of streets and alleys, and at the
Ven J. Bower Margaret O. Fuller (S.)		intersections of streets and alleys with the boundaries of the plot as shewn an solid plat
Veen J. Bowers (Winness)		Les V Holhalione Regimen 1 Probaging Engineer
John T. Eman (without) Robert J. Pulver (1.5)		LEG V. NOTHSTINE 4-27-87
John 7. Eman (winness) Robert J. Pulver	MUNICIPAL APPROVAL	CERTIFICATE OF MUNICIPAL APPROVAL
Mond D. Pulver (1.5)	This plat was approved by the ZONING BOARD	This plot was approved by the Township Board
	of the TOWNSHIP of MERIDIAN	of the Township of Meridian
Sand and Socied in Whitehills Divisionant Co.	at a meeting held	of a meeting held. 2544-of. 7, 1957, and that the width of falls is in com-
Whitehills Development Go. Whitehills Development Go.	W.E. WILLIAMS (Chairman)	
AN BRATTIN (Wirese) Albert A. White Provident		C. A. Robinson Out.
MANGAR STREAM RENGE & White President)		
MARIANN FARHAI(Wimess) George G. White Vice President)		COUNTY TREASURER'S CERTIFICATE
Francis S. Jury Sepretary		Office of County Treasurer, LUGDATI
		I hereby certify, that there are no tax liens or titles held by the State on the lands de- scribed hereon, and that there are no tax liens or titles held by individuals on said lands.
		for the five years preceding the
- 1, 1,		May. 19.57, and that the tense for sald period of
ACKNOWLEDGMENT		thre years are all paid, as shown by the records of this affice
STATE OF MICHIGAN		This cortificate does not apply to taxes if any, now in process of collection by two making.
Country of Angham		allow are will come and landing afficients
On this thursd day of MAY 195?, before me,		LAURENCE PARKER COUNTY TOOLOGY
e Mesery Public in and fer soid County, personally come the above named		0
Robert J. Pulver, and Mildred D. Pulver.		
became to me to be the persons who executed the above dedication, and acknowledged the same to be their free act and deed.		APPROVAL BY COUNTY PLAT BOARD
Marian Fredat		2 .44
Notary Public County		This plot was approved on the 20th day of
My Commission expires November 3, 1959		INGHAM County Plut Board
ACKNOWLEDGMENT		Mia Bell A umpoter
Camp of Jackson		Chis Speciasa
On this third day of May AD 15? before		C. AGSS HILLIARD (County Clork)
m Mariann Jula a Notory Public in and for		LAURENCE PARKER (County Processed)
mid county appeared . Albert A. White, George G. White and		first ()
Francis S. Jury		GERALD L. GRANAM (County Drain Commissioner)
to an personally known, who being each by me duty swern did say that they are the		
president, vice president and secretary, respectively of the Whitehills Development Co., a Michigan corporation		APPROVAL BY BOARD OF COUNTY ROAD COMMISSIONERS
The wittening Development Co., a michigan Co. Political		This plut has been exemined and was approved on the
-and-that the east-officed to sold instrument is the expectate and all sold corporation and that sold instrument was planed and-exclud-in behalf of sold corporation by authority		
of its Second of Directors and the sold. Albert. A. White, George. G		day of
White and Francis S. Jury echnowledged sold		WARD-VICARY
instrument to be the free set and dood of said corporation.		Non B. More
MARIANO PORNOT a Landon	RECISTA COMP. HICK J	MAY TAMBORE
My Commission ampires Novelender 3.1959	Received for Record this 37 do.,	LEROY B. DUNCKEL
	of May 1987 :: 8 o'clor	
	M. and recorded in Liber	
	Min Bell Amonthy	The state of the s
	Jew of Dad	
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	

QUIT-CLAIM DEED

THIS INDENTURE, made the 11th day of June, in the year of our
Lord one thousand nine hundred and fifty-seven, between WHITEHILLS

DEVELOPMENT COMPANY, a Michigan Corporation, of the City of Lansing,
County of Ingham, and State of Michigan, party of the first part,
and JOHN BRATTIN and ALICE JANE BRATTIN, husband and wife, of 1230

West Grand River Avenue, East Lansing, Michigan, parties of the
second part, WITNESSETH, that the said party of the first part, for
and in consideration of the sum of One and more - - - - Dollars

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 parties of the second part, and to their heirs and assigns,
Forever, all that certain piece or parcel of land, situated in the
Township of Meridian, County of Ingham, and State of Michigan, known
Lots 169 through 210, inclusive, of the Flat of
and described as follows:/ WHITEHILLS ESTATES No. 6.

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 Estates No. 6 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.

Ť

MINIMUM LOT AREA

The minimum area of any lot, portion of lot, or combination of portions of lots for building purposes shall be 15,000 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. 6, and such dwelling shall contain the following minimum
areas of finished ground floor area above grade, exclusive of garage:

Lots 169 through 185, and Lots 199 through 210

1 story - 1,800 square feet

Tri-level - 1,400 square feet

12 story - 1,400 square feet

2 story - 1,100 square feet (or 2,000 square feet total finished floor space above grade)

Lots 166 through 198

1 story - 2,200 square feet.

Tri-level - 1,800 square feet

13 story - 1,800 square feet

2 story - 1,400 square feet (or 2,500 square feet total finished floor space above grade)

III

GARAGES, CARPORTS, DRIVEWAYS AND PARKING AREAS

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 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. Any other house shall centain a minimum of 200 cubic feet of enclosed area on the ground floor of the garage or immediately adjacent thereto for such ground floor of the garage or immediately adjacent thereto for such storage of household tools, supplies and equipment. Driveways shall storage of household tools, supplies and equipment. Driveways shall

be built not less than 2 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

In no case shall any $1\frac{1}{2}$ or 2 story portion of any house be nearer than 18 feet to a side lot line, nor shall any portion of any house be nearer than 15 feet to a side lot line. 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 60 feet and, in the case of a corner lot, the minimum set-back from the side street line shall be 50 feet, except that a one-story projection, porch, or bay, may extend an additional 10 feet. 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 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. 6, 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 such building shall actually follow the plans and

specifications as approved, provided, however, that if said grantor or lot owner's consisted all 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.

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 assistance of such lines, with right and 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 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 Whitehills Estates No. 5. No domestic pets or other animals shall be allowed to become a misance. Lombardy poplars are prohibited. No billboard or advertising board exceeding 6 square feet in sixs shall be constructed or maintained in whitehills Estates No. 6, except that signs advertising sale of lots in

Whitehills Estates may be maintained up to and including October 1, 1975. 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. 6 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 Whitehills Estates No. 6. 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 10 feet above the roof of any house upon the lot. No television aerials may be attached to any roof or chimney 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. 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 25 feet of any side or rear lot line, or within 50 feet of any house on an adjoining lot. No swimming pool shall be used in such manner as to constitute a nulsance 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 rause, shall be repaired, rebuilt, or torn down and all debris removed and the lot restored to a sightime continuous 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 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.

IIX

FORUSE TURNOVALIBLES

A purchaser of any lot in Whitehills Retates No. 6 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

LIBER 736 PAGE 71

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.

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 Whitehills Estates No. 6 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.

VIX

AMENDMENT

These restrictions may be changed, amended, or eliminated, providing the owners of at least two-thirds of the lots in Whitehills Estates No. 6 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, granter may waive any requirement hereof which conflicts with government regulations or with the national welfare.

XV

PARTIAL INVALIDITY

LIBER 736 PAGE 72

IVX

DEFINITIONS

The term "grantor" as used herein shall be deemed to include any officer of Whitehills Development Company 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 constrain as a procedent binding grantor or the committee to approve any other similar or identical thing, matter or procedure at another time.

_ IMI

ENFORCEMENT

Violation of these restrictions may be enjoined upon the patition of the owners of any lot in Whitehills Estates No. 6, and any lot owner injured by the violation of any restriction shall have an action for damages therefor.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises to the said parties of the second party, and to their heirs and assigns, to the sole and only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns, forever.

IN WITNESS WHEREOF, the said corporation, party of the first part, has caused these presents to be signed in its name by its president and sealed with its corporate seal, the day and year first above written.

In the presence of

WHITEHILIS DEVELOPMENT COMPANY

Its President

STATE OF MICHIGAN) COU NTY OF INGHAM)

On this 11th day of June, in the year of our Lord one thousand nine bundred and fifty-seven, before a petary public in and for

UBER 736 PAGE 73

said County appeared Albert A. White to me personally known, who, being by me duly sworn, did say that he is the president of Whitehills Development Company, 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.

Mariam Farhat, Notary Public, Ingham County, Michigan My commission expires November 3, 1959.

RECEIVED and RECORDED at 4PM me 17,1957