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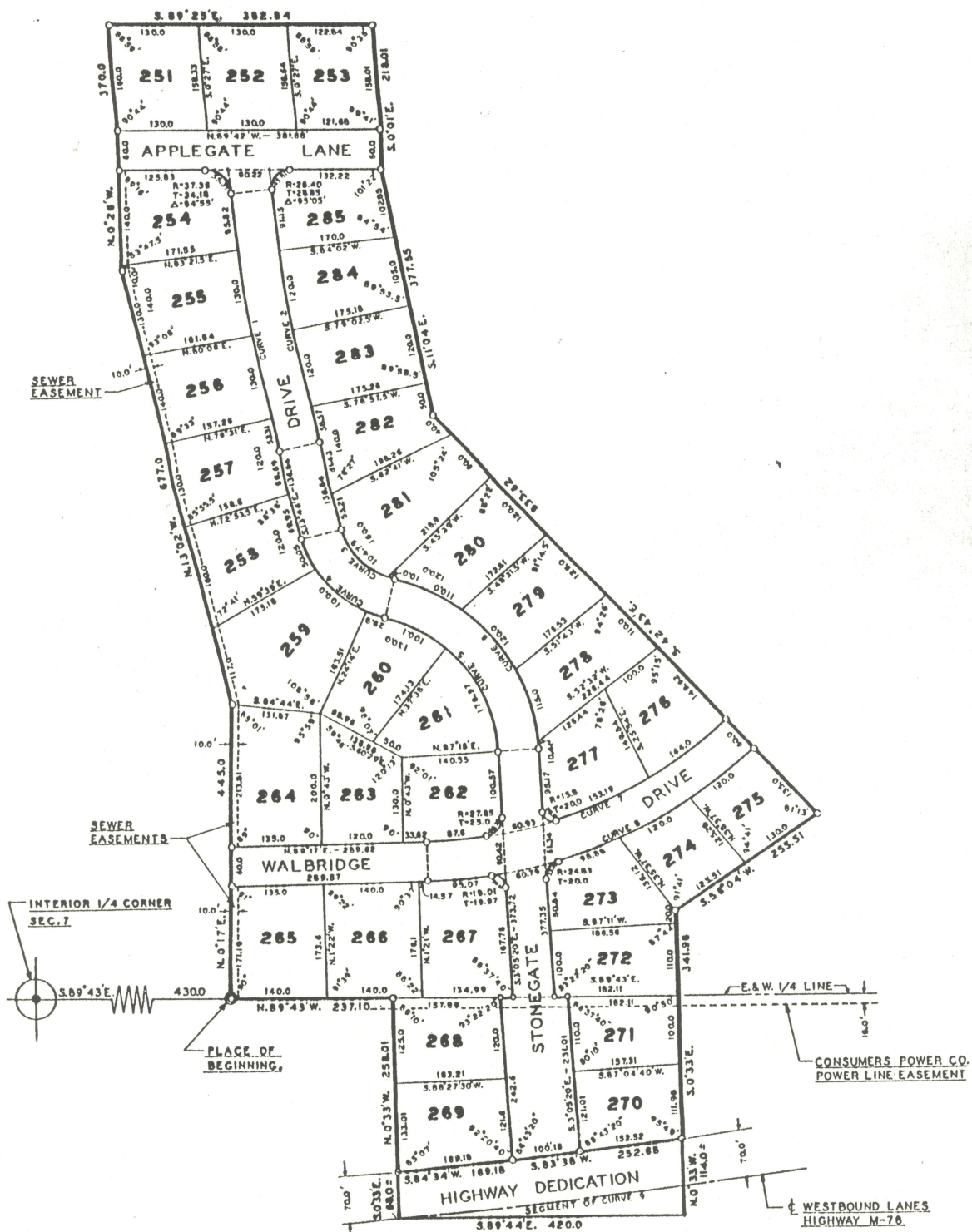
FROM OFFICE OF  
**BROOKS ABSTRACT COMPANY**

14-15 MICHIGAN THEATRE ARCADE

LANSING, MICHIGAN

WILLIAM M. QUINN  
GENERAL MANAGER

Abstract of Title to



**WHITEHILLS ESTATES NO. 8**

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

Titles insured by **Lawyers Title Insurance Corporation** Richmond, Virginia  
"One of the Nation's largest and strongest title insurance companies"

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.

Mia Bell Humphrey  
Mia Bell Humphrey (County Register of Deeds)  
C. Ross Hilliard (County Clerk)  
Laurence D. Parker (County Treasurer)  
Gerald L. Graham (County Drain Commissioner)

APPROVAL BY COUNTY PLAT BOARD

This plat was approved on the 7th day of February 1962 by the Ingham County Plat Board

Mia Bell Humphrey  
Mia Bell Humphrey (County Register of Deeds)  
C. Ross Hilliard (County Clerk)  
Laurence D. Parker (County Treasurer)  
Gerald L. Graham (County Drain Commissioner)

CITY OF EAST LANSING PLANNING COMMISSION APPROVAL

This plat was approved by the Planning Commission of the City of East Lansing at a meeting held JAN. 2, 1962.

JAMES R. DAVIS CHAIRMAN

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 topped over each other at least 6 inches with an over-all length of not less than 36 inches, are placed in a concrete cylinder of least 4 inches in diameter and 16 inches in depth have been placed at points marked thus (O) at the intersections of all streets, easements of streets, and at the intersections of streets and others with the boundaries of the plat as shown on said plat

George G. White  
Professional Engineer  
GEORGE G. WHITE

CERTIFICATE OF MUNICIPAL APPROVAL

This plat was approved by the CITY COUNCIL of the CITY of EAST LANSING at a meeting held February 5, 1962 and is in compliance with Section 19a and that the width of lots conforms with the requirements of Section 30, Act 172, of 1929, as amended.

MARY J. BLAVIE Clerk

COUNTY TREASURER'S CERTIFICATE

Office of County Treasurer, INGHAM County.  
I hereby certify, that there are no tax liens or taxes held by the State on the lands described herein, and that there are no tax liens or taxes held by individuals on said lands, for the five years preceding the 7th day of February 1962 and that the taxes for said period of five years are all paid, as shown by the records of this office.  
This certificate does not apply to taxes, if any, now in process of collection by township, city or village collecting officers.

LAURENCE D. PARKER (County Treasurer)

APPROVED

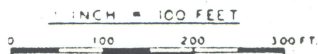
STATE CLERK OF JUDICIAL CIRCUIT

EXAMINED AND APPROVED

BILLIE S. FARNUM  
AUDITOR GENERAL  
By Richard E. Lomas, Notary Public

WHITEHILLS ESTATES NO. 8

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



ALL DIMENSIONS ARE IN FEET & DECIMALS THEREOF.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we Robert J. Pulver and Mildred D. Pulver, husband and wife, and William C. Fuller and Margaret O. Fuller, husband and wife, and Albert A. White, a single man, and Whitehills Development Company

Michigan corporation by Albert A. White President, and Francis S. Jury secretary as preparator, have caused the land embraced in the annexed plat to be surveyed, laid out and plotted to be known as Whitehills Estates No. 8, part of the East half of Sec. 7, T. 4 N., R. 1 W., City of East Lansing, Ingham County, Michigan and that the streets, lanes, easements shown on said plat are hereby dedicated to the use of the public.

JOHN BRATTIN (Witness)

VIRGINIA HULBERT (Witness)

Robert J. Pulver

Mildred D. Pulver

William C. Fuller

Margaret O. Fuller

Albert A. White

Whitehills Development Co.

JOHN BRATTIN (Witness)

VIRGINIA HULBERT (Witness)

Albert A. White

Francis S. Jury

ACKNOWLEDGMENT

STATE OF MICHIGAN  
County of INGHAM  
On this 14th day of December 1961 before me, a Notary Public in and for said County, personally came the above named Robert J. Pulver and Mildred D. Pulver, his wife and William C. Fuller and Margaret O. Fuller, his wife and Albert A. White, a single man known to me to be the persons who executed the above dedication, and acknowledged the same to be their free act and deed.

JOHN BRATTIN (Witness)  
My Commission expires OCT. 20, 1964

ACKNOWLEDGMENT

STATE OF MICHIGAN  
County of INGHAM  
On this 14th day of December A.D. 1961 before me, JOHN BRATTIN a Notary Public in and for said county appeared Albert A. White and Francis S. Jury known to me personally known, who being each by me duly sworn did say that they are the President and Secretary respectively of the WHITEHILLS DEVELOPMENT CO., a Michigan corporation, and that the said Albert A. White 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 Albert A. White and Francis S. Jury acknowledged said instrument to be the free act and deed of said corporation.

JOHN BRATTIN (Witness)  
My Commission expires OCT. 20, 1964

DESCRIPTION OF LAND PLATTED

The land embraced in the annexed plat of Whitehills Estates No. 8, part of the East half of Sec. 7, T. 4 N., R. 1 W., City of East Lansing, Ingham County, Michigan

is described as follows: Beginning at a point in the E & W 1/4 line of said Sec. 7 that is S 89° 43' E 430.0 ft. from the interior 1/4 corner of said sec.; thence N 0° 17' E 445.0 ft.; thence N 13° 02' W 677.0 ft.; thence N 0° 28' W 370.0 ft.; thence S 89° 25' E 382.84 ft.; thence S 0° 01' E 218.01 ft.; thence S 11° 04' E 377.85 ft.; thence S 42° 43' E 833.62 ft.; thence S 50° 04' W 255.51 ft.; thence S 0° 33' E 341.98 ft.; thence S 83° 38' W 252.88 ft.; thence S 84° 34' W 169.18 ft.; thence N 0° 33' W 258.01 ft. to the E & W 1/4 line of Sec. 7; thence N 89° 43' W 237.10 ft. along said E & W 1/4 line to the point of beginning. 20.75 acres, more or less. Contains lots 251 to 285 inclusive. ALSO HIGHWAY DEDICATION DESCRIBED AS BEGINNING AT A POINT 389° 43' E 687.10 FT. AND 3° 33' E 258.01 FT. FROM THE INTERIOR 1/4 CORNER OF SAID SEC. THENCE S 0° 33' E 88.0 FT. THENCE S 84° 34' W 169.18 FT. TO THE POINT OF BEGINNING. CONTAINS 0.9 ACRES, MORE OR LESS.



RECORDED IN DEEDS

QUIT-CLAIM DEED (By Corporation)

This Indenture, made this third day of ~~February~~ March, 1962,MAR 5 4 26 PM '62  
Mia Bell Humphrey  
REGISTER OF DEEDS  
INGHAM COUNTY, MICH.

WITNESSETH, That Whitehills Development Company, 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. Two Hundred Fifty-One (251) through Two Hundred Eighty-Five (285) inclusive, of the Plat of Whitehills Estates No. Eight (8), according to the recorded plat thereof. (end of description)

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. 8 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 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. 8, except that two-family dwellings may be erected on Lots 268 through 271. Dwellings shall contain the following minimum areas of finished ground



floor space above grade, exclusive of garage:

Lots 251 through 267 and Lots 272 through 285

1 story - 2,000 square feet  
Tri-level or split level - 1,800 square feet, and  
2,200 square feet total  
finished floor space

1½ story - 1,600 square feet, and 2,200 square  
feet total finished floor space

2 story - 1,200 square feet, and 2,200 square  
feet total finished floor space

Lots 268 through 271, if a one-family residence is built thereon,

1 story - 1,800 square feet  
Tri-level or split level - 1,600 square feet, and  
2,000 square feet total  
finished floor space

1½ story - 1,400 square feet, and 2,000 square  
feet total finished floor space

2 story - 1,100 square feet, and 2,000 square  
feet total finished floor space

Two-family residences may be built on lots 268 through 271 with the following  
minimum areas of finished ground floor space above grade, exclusive of garage:

1 story - 2,000 square feet  
Tri-level or split level - 1,800 square feet, and  
2,200 square feet total  
finished floor space

1½ story - 1,600 square feet, and 2,200 square feet  
total finished floor space

2 story - 1,200 square feet, and 2,200 square feet  
total finished floor space

### III.

#### GARAGES, CARPORTS, DRIVEWAYS AND PARKING AREAS

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 or 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 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 3 cars.

#### IV.

##### SET-BACKS

In no case shall any portion of any house above grade be nearer than 15 feet to a side lot line, or 40 feet to the rear line of an interior lot, except that a 1 story wing, bay, or porch not over 16 feet in width may protrude an additional 10 feet into the rear yard. 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 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. 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 Whitehills Estates No. 8, 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 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 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 <sup>the</sup> 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 Whitehills Estates No. 8. No domestic pets or other animals shall be allowed to become a nuisance. Lombardy poplars are prohibited. No billboard or advertising board exceeding 6 square feet in size shall be constructed or maintained in Whitehills Estates No. 8, except that signs advertising sale of lots in Whitehills Estates 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 Whitehills Estates No. 8 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. 8. 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 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, 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 15 feet of any side or rear lot line, or within 40 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 4,000 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 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.

## 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 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.

## XII.

## SIDEWALKS

The grantor hereof agrees, at its own expense, to construct a sidewalk in front of all lots except No's. 268, 269, and the east side of 267. 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 Whitehills Estates No. 8 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.

## XIV.

## AMENDMENT

These restrictions may be changed, amended, or eliminated, providing the owners of at least two-thirds of the lots in Whitehills Estates No. 8 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 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 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 petition of the owners of any lot in Whitehills Estates No. 8, and any lot owner injured by the violation of any restriction shall have an action for damages therefor.

Signed, Sealed and Delivered in Presence of:

John Brattin  
John Brattin

Virginia Hulbert  
Virginia Hulbert

STATE OF MICHIGAN )  
COUNTY OF INGHAM ) ss.

WHITEHILLS DEVELOPMENT COMPANY  
Albert A. White  
By: Albert A. White  
Its President

On this third day of ~~FEBRUARY~~ <sup>March</sup>, A.D. 1962, 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 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.

My commission expires:  
October 20, 1964.

John Brattin  
John Brattin, Notary Public  
Ingham County, Michigan



AMENDMENT OF RESTRICTIONS

We, the undersigned, being the owners of the fee title to more than two-thirds of the lots in Whitehills Estates No. 8, according to the recorded plat thereof, City of East Lansing, Ingham County, Michigan, do hereby amend the first sentence of paragraph IV of the Declaration of Restrictions affecting said subdivision as recorded in the office of the Ingham County Register of Deeds on March 5, 1962, in Liber 822 at pages 874 through 881, so as to read as follows:

In no case shall any portion of any house above grade be nearer than 15 feet to a side lot line, or 40 feet to the rear line of an interior lot, except that a 1 story wing, bay, or porch not over 30 feet in width may protrude an additional 10 feet into the rear yard.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this seventh day of August, 1964.

In the Presence of:

Albert A. White  
Albert A. White

Allen J. Leweke  
Allen J. Leweke

WHITEHILLS ESTATES, INC.

George G. White  
By: George G. White  
Its Vice President

WHITEHILLS DEVELOPMENT COMPANY

George G. White  
By: George G. White  
Its Vice President

RECORDED

Nov 30 11 23 AM '64

Michael Humphrey  
REGISTER OF DEEDS  
INGHAM COUNTY, MICHIGAN

husband  
& wife

George D. Silmiller, M.D.  
Louise W. Silmiller

husband  
& wife

Paul J. Niland, M.D.  
Martha A. Niland

husband  
& wife

David E. Haines  
Barbara L. Haines

husband  
& wife

Leo H. Walsh  
Josephine Walsh

W. E. Cotes, Jr.

W. E. Cotes, Jr. wife of  
W. E. Cotes

Edna L. Blair, M.D. hus-  
band

Opal L. Blair & wife

Margaret L. Danilberg husband  
& wife

W. H. Danilberg

George L. Bettman husband  
& wife

Rosemary Bettman

Donald Heath husband  
& wife

Margaret Heath

Robert E. Miller husband  
& wife

Dorothy L. Miller



STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF INGHAM )

On this seventh day of August, A.D. 1964, before me personally appeared George G. White to me personally known, who being by me sworn, did say that he is the Vice President of Whitehills Estates, Inc., and Whitehills Development Company, the corporations named in and which executed the within instrument, and that the seals affixed to said instrument are the corporate seals of said corporations, and that said instrument was signed and sealed in behalf of said corporations by authority of its board of directors; and said George G. White acknowledged said instrument to be the free act and deed of said corporations.

My commission expires:  
October 16, 1966

Virginia Hulbert  
Virginia Hulbert  
Notary Public  
Ingham County, Michigan

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF INGHAM )

On this seventh day of August, A.D. 1964, before me, a notary public in and for said County, personally appeared D. E. Cotes, Eugene E. Bleil, M.D., Opal L. Bleil, Margaret L. Dahlberg, W. H. Dahlberg, George L. Bettman, Rosemary Bettman, G. Ronald Heath, Marie M. Heath, Robert E. Neller, Dolores L. Neller, George D. Stilwill, M.D., Louise W. Stilwill, Paul T. Niland, M.D., Martha K. Niland, Royal E. Hames, Barbara L. Hames, Leo R. Walsh, Josephine Walsh, and M. F. Cotes to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

My commission expires:  
~~October 16, 1966~~  
October 16, 1966

Virginia Hulbert  
~~Notary Public~~  
Notary Public  
Ingham County, Michigan  
Virginia Hulbert

This instrument drafted by:  
John Brattin  
514 N. Washington  
Lansing, Michigan