

# WHITEHILLS ESTATES NO. 9

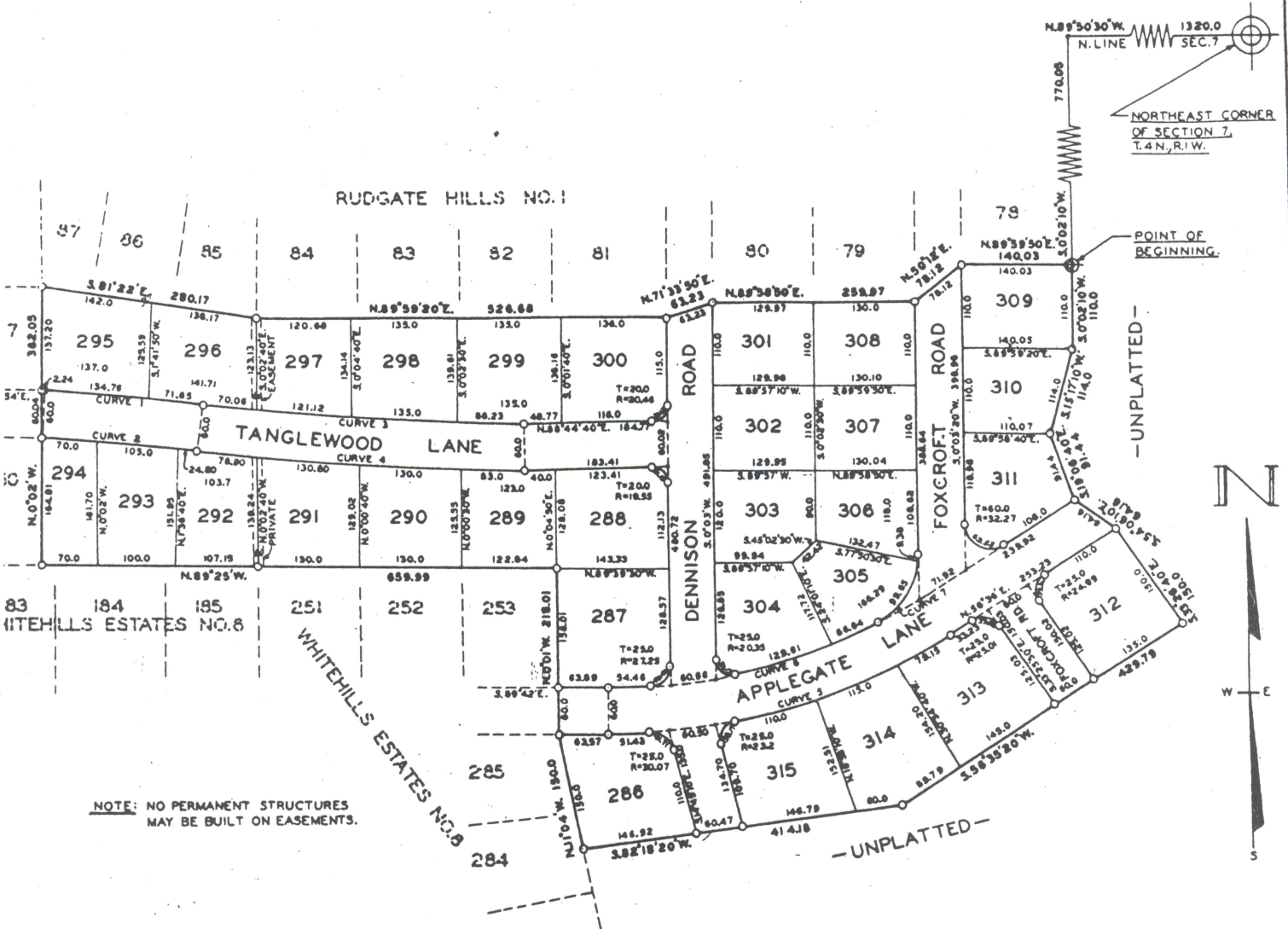
PART OF THE NORTH HALF OF SECTION 7, T.4 N., R.1 W., CITY OF EAST LANSING, INGHAM COUNTY, MICHIGAN.

1 INCH 100 FEET

(n=30)



ALL DIMENSIONS ARE IN FEET & DECIMALS THEREOF.  
ALL DIMENSIONS ON CURVES ARE BY ARC METHOD.



NOTE: NO PERMANENT STRUCTURES  
MAY BE BUILT ON EASEMENTS.

## CURVES—ARC METHOD

NO.	Δ	LENGTH	TANGENT	RADIUS	DEGREE
1	6°18'50"	208.41	103.31	1,873.08	3.0589°
2	6°18'50"	199.88	100.00	1,813.08	3.1601°
3	9°38'10"	412.41	204.89	2,482.17	2.3308°
4	9°38'10"	422.80	211.75	2,512.17	2.2907°
5	33°42'	468.08	240.00	792.42	7.2308°
6	28°16'10"	361.37	184.44	732.42	7.8228°
7	59°34'20"	109.03	60.02	104.86	34.6403°

I hereby certify that this is a  
true and correct reproduction of  
the plat recorded in the office  
of the Register of Deeds

*Michael J. Murphy*  
Register of Deeds, Ingham County  
Michigan

Dated: *Aug. 5-1966*

RECEIVED FOR RECORD  
*August 4, 1966*

*4:00 P.M.*

RECORDED INDEX 32

OF PLAT PAGE 5, 16, 17  
*Michael J. Murphy*  
REGISTER OF DEEDS  
INGHAM COUNTY, MICH.



## WHITEHILLS

## ESTATES

NO. 9

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

## DEDICATION

IF THESE PRESENTS, that we  
**PRUDENTIAL INSURANCE COMPANY of**  
 a New Jersey Corporation, by  
**SON, VICE PRESIDENT,**  
**BITTNER, ASSISTANT SECRETARY.**

pages, has

caused the land embraced in the annexed plat to be surveyed,  
 and, to be known as **WHITEHILLS ESTATES**,  
 the North half of Section 7, T.4N., R.1W.,  
 East Lansing, Ingham County, Michigan

streets, LANES, & Roads as shown on said plat are  
 to be used for the use of **THE PUBLIC.**

Easements as shown on said plat are hereby reserved  
 for the installation and maintenance of public utilities and  
 permanent structures are to be located within the lines  
 of said easements.

Signed in  
 the presence of  
**THE PRUDENTIAL**  
**INSURANCE CO. OF AMERICA**  
 746 Broad St.  
 Newark, New Jersey  
**R. H. BITTNER** (L.S.)  
**THOMAS H. HAGGAN** (L.S.)  
**VICE PRESIDENT**  
**ASSISTANT SECRETARY**

**R. H. BITTNER** (L.S.)  
**THOMAS H. HAGGAN** (L.S.)  
**VICE PRESIDENT**  
**ASSISTANT SECRETARY**

## ACKNOWLEDGMENT

MINNESOTA }  
 I, **HENNEPIN**,  
 24 TH day of MARCH, A.D. 1966, before  
 me, **THOMAS H. HAGGAN**, a Notary Public in and for  
 the County of **MINNESOTA**,  
 personally appeared **R. H. BITTNER**  
 and **THOMAS H. HAGGAN**,  
 respectively of the **PRUDENTIAL**  
**INSURANCE CO. OF AMERICA**, a New Jersey  
 corporation, at the seal affixed to said instrument is the corporate seal of said corporation and  
 said instrument was signed and sealed in behalf of said corporation by authority  
 of its Board of Directors and the said **R. H. BITTNER** acknowledged said  
 instrument to be the free act and deed of said corporation.  
**THOMAS H. HAGGAN** (L.S.)  
**THOMAS H. HAGGAN** (L.S.)  
 Notary Public, **HENNEPIN** County  
 My Commission expires, **DECEMBER 16, 1967**

## SURVEYOR'S CERTIFICATE

I hereby certify that the plat hereon 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 overall length of not less than 36 inches, have been placed at points  
 of intersection of streets, intersections of streets, or at the boundaries of the land plotted, at  
 marked thus (O) as thereon shown at all or any of the boundaries of the land plotted, and at the  
 intersections of streets and alleys with the boundaries of the plat as shown on said plat.

Prepared and Drafted  
 By:

**George G. White No 11307**  
**172 Spartan Ave.**  
**East Lansing, Michigan**

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 on **6/8/66**

**JAMES H. DENNISON** CHAIRMAN

## CERTIFICATE OF MUNICIPAL APPROVAL

This plat was approved by the **CITY COUNCIL**  
 of the **CITY** of **EAST LANSING**  
 at a meeting held on **June 20, 1966** and is in compliance with Section 19a  
 of the City Charter and that the plat conforms with the recommendations of Section 30, Act 172,  
 of 1929, as amended.

**MARY J. SLAVIK** Clerk

## COUNTY TREASURER'S CERTIFICATE

**INGHAM** County.  
 Office of County Treasurer,  
 I hereby certify, that there are no tax liens or arrearages held by the State on the lands de-  
 scribed herein, and that there are no tax liens or arrearages held by individuals on said lands,  
 for the five years preceding the  
 day of  
 1966, 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.

**HARRY A. SPENNY** (County Treasurer)

## APPROVAL BY COUNTY PLAT BOARD

This plat was approved on the **19** day of  
**July**, 1966, by the  
**Ingham** County Plat Board

**Mia Bell Humphrey** (County Register of Deeds)  
**C. Rosa Hilliard** (County Clerk)  
**HARRY A. SPENNY** (County Treasurer)  
**Gerald L. Graham** (County Drain Commissioner)

## DESCRIPTION OF LAND PLATTED

The land embraced in the annexed plat is **WHITEHILLS ESTATES No. 9**  
 part of the north half of section 7, T.4N., R.1W., City  
 of East Lansing, Ingham County, Michigan.

It is described as follows:  
 Commencing at the northeast corner of section 7, thence  
 along the section line N. 89°50'30" W. 1320.0 feet, thence  
 along the east line of Rudgate Hills No. 1 subdivision  
 S. 0°02'10" W. 778.05 feet to the point of beginning;  
 Running thence S. 0°03'10" W. 110.0 feet, thence S. 15°17'  
 10" W. 114.0 feet, thence S. 19°04'40" E. 91.44 feet, thence  
 S. 54°06'10" E. 64.16 feet, thence S. 33°28'40" E. 150.0  
 feet, thence S. 56°35'20" W. 429.79 feet, thence N. 0°  
 01'18 feet, thence N. 89°25' W. 659.99 feet, thence  
 N. 0°02'10" E. 521.68 feet, thence N. 71°33'50" E.  
 63.23 feet, thence N. 89°50' E. 259.97 feet, thence  
 N. 50°12' E. 78.12 feet, thence N. 89°50' E. 140.03 feet  
 to point of beginning. Contains 16.37 Acres, more or less.  
 Contains lots 286 to 315 inclusive.

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS that **Albert A. White**, a  
 single man and **WHITEHILLS ESTATES, INC.**, a  
 Michigan Corporation by **Albert A. White**, President,  
 and **Francis S. Jury**, Secretary

as proprietors, have caused the land embraced in the annexed plat to be surveyed,  
 laid out and platted, to be known as **WHITEHILLS ESTATES No. 9**,  
 part of the north half of section 7, T.4N., R.1W.,  
 City of East Lansing, Ingham County, Michigan

and that the streets, LANES, & ROADS as  
 shown on said plat are hereby dedicated to the use of  
**THE PUBLIC.**

The easements as shown on said plat are hereby reserved for  
 the installation and maintenance of public utilities and no  
 permanent structures are to be located within the lines of  
 said easements.

Signed and Sealed in  
 the presence of

**JOHN BRATTIN** (Witness)  
**ALBERT A. WHITE**  
**6005 Lake Drive**  
**Haslett, Michigan**  
**ALLEN J. LEWEKE** (Witness)

**WHITEHILLS ESTATES, INC.**  
**3210 Lake Lansing Road**  
**East Lansing, Michigan**

Signed and Sealed in  
 the presence of

**JOHN BRATTIN** (Witness)  
**ALBERT A. WHITE** President  
**ALLEN J. LEWEKE** (Witness)  
**FRANCIS S. JURY** Secretary

## ACKNOWLEDGMENT

STATE OF MICHIGAN }  
 County of **Ingham**,  
 On this **17** TH day of **MARCH**, A.D. 1966, before me,  
 a Notary Public in and for said County, personally came the above named  
**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** (Notary Public)  
**Ingham** County  
 My Commission expires **SEPT. 17, 1966**

## ACKNOWLEDGMENT

STATE OF MICHIGAN }  
 County of **Ingham**,  
 On this **17** TH day of **MARCH**, A.D. 1966, before  
 me, **JOHN BRATTIN**, a Notary Public in and for  
 said county appeared **Albert A. White and Francis S. Jury**

to me personally known, who being each by me duly sworn did say that they are the  
 President and Secretary respectively of the **WHITEHILLS**  
**ESTATES, INC.**, a Michigan corporation,  
 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 the said **Albert A. White and**  
**Francis S. Jury** acknowledged said  
 instrument to be the free act and deed of said corporation.  
**JOHN BRATTIN** (Notary Public)  
**INGHAM** County  
 My Commission expires **SEPT. 17, 1966**

## EXAMINED AND APPROVED

Date: **August 1966**  
**ALLISON GREEN**  
**STATE ENGINEER**  
**By: [Signature]**

LIBER 929 PG 560

RECORDED

SEP 12 2 17 PM '66

REGISTER OF DEEDS  
Miss Bill Humphrey  
LANSING COUNTY, MICH.

KNOW ALL MEN BY THESE PRESENTS:

That Whitehills Estates, Inc., a Michigan corporation, whose post office address is Box 622, East Lansing, Michigan, conveys and quit-claims to Allen J. Leweke and Mary Leweke, husband and wife, of 2320 Kuerbitz Drive, Lansing, Michigan, the following described premises situated in the City of East Lansing, County of Ingham, and State of Michigan, to-wit: Lots Numbered Two Hundred Eighty-Six (286) through Three Hundred Fifteen (315) inclusive, of Plat of Whitehills Estates Number Nine (9), 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 following restrictions of record which are placed upon Whitehills Estates Number Nine (9) 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. 9.

Dwellings shall contain the following minimum areas of finished ground floor space above grade, exclusive of garage:

Lots 286 through 304, also Lot 315:

1 story	2,200 square feet
1-1/2 story, tri-level or split level	1,800 square feet and 2,700 square feet total finished floor space
2 story	1,500 square feet, and 2,700 square feet total finished floor space

Lots 305 through 314:

1 story	1,800 square feet
1-1/2 story, tri-level or split level	1,500 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  
GARAGE, 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 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 on all garage doors. 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.



IV  
SET-BACKS

In no case shall any portion of any house above grade be nearer than 15 feet to a side lot line, except that a chimney, bay window, or eave may project not more than 2 feet into the side yard set-back. No portion of any house shall be nearer than 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. 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 herein-after set forth, the following set-backs shall also apply: the minimum set-back from the front line shall be 40 feet and, in the case of a corner lot, the minimum set-back from the side street line shall be 30 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. 9, 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 AND UTILITIES

Utility easements are reserved as heretofore recorded over the side 5 feet and rear 8 feet of each lot. All electric service lines shall be buried. Location and mounting of gas meters must be approved by grantor.

VII  
NUISANCES

No poultry, livestock, or nuisance of any sort, type, kind, or description may be maintained within the plat of Whitehills Estates No. 9. 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 6 square feet in size shall be constructed or maintained in Whitehills Estates No. 9, except that signs advertising sale of lots in Whitehills Estates No. 9 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. 9 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. 9. No commercial vehicles, trailers, or boats shall be parked or stored on any lot in this subdivision unless placed wholly within an enclosed garage.



LIBER 929 PG 562

VIII  
TELEVISION AERIALS, FENCES, AND SWIMMING POOLS

No radio transmitting tower of any sort may be erected. In view of the fact that exterior television aerials may be unsightly or unattractive, grantor's written approval should be obtained for any installation of an exterior aerial or antenna, and the installation of such an aerial or antenna without grantor's written approval shall be deemed a thoughtless act, discourteous to one's neighbors. 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. 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 10 feet of any side or rear lot line, or within 25 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 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.

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 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; failure to do so shall entitle any property owner in the subdivision to undertake legal action to compel compliance with this provision.

XII  
OCCUPANCY

Before a house constructed on any lot in Whitehills Estates No. 9 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.

LIBER 929 PG 563

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, 1987, 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. 9 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. 9 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 Estates, Inc., 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 owner of any lot in Whitehills Estates No. 9, and any lot owner injured by the violation of any restriction shall have an action for damages therefor.

These premises are conveyed together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One Dollar and other valuable considerations.

Dated this 9th day of September A.D. 1966

Signed, Sealed and Delivered in Presence of:

Signed and Sealed

John Brattin  
John Brattin

WHITEHILLS ESTATES, INC.

Shirley L. Kallio  
Shirley L. Kallio

Albert A. White  
By: Albert A. White  
Its President



LIBER 929 PG 564

STATE OF MICHIGAN)  
                                  ) ss.  
COUNTY OF INGHAM )

On this 9th day of September A.D. 1966 before me personally appeared Albert A. White to me personally known, who being by me sworn, did say that he is the president of 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:  
February 14, 1970

Shirley Ann Lewis (Kallio)  
Shirley Ann Lewis (Kallio), Notary Public  
Ingham County, Michigan

Prepared by: John Brattin, Attorney  
Michigan Theatre Arcade  
Lansing, Michigan 48933

LIBER 940 #1022

RECORDED

APR 24 12 03 PM '67

AMENDMENT TO RESTRICTIONS

REGISTER OF DEEDS

*Mia Bell Huntington*  
WHITEHILLS ESTATES, INC., a Michigan corporation, whose  
INGHAM COUNTY, MICH.  
post office address is Box 622, East Lansing, Michigan, being the owner  
of Lots Numbered Two Hundred Eighty-Six (286) through Three Hundred  
Fifteen (315) inclusive of the plat of Whitehills Estates Number Nine  
(9), City of East Lansing, Ingham County, Michigan, hereby amends those  
certain restrictions upon said premises recorded in the Office of the  
Ingham County Register of Deeds on September 12, 1966, in Liber 929 at  
Page 560 - 564 inclusive, pursuant to the provisions of Paragraph XIV  
thereof:

I

In Paragraph I, the 100 foot frontage therein referred to  
shall be reduced to 90 feet.

II

In Paragraph II, with respect to Lots 286 through 304 and  
Lot 315, the restriction regarding 1-1/2 story, tri-level and split  
level dwellings shall be changed to 1800 square feet minimum area of  
finished ground floor space above grade exclusive of garage or 2700  
square feet total finished floor space, and regarding 2 story dwellings,  
to 1500 square feet minimum area of finished ground floor space above  
grade exclusive of garage or 2700 square feet total finished floor  
space.

III

In Paragraph III, the figure of 400 cubic feet mentioned  
therein shall be reduced to 200 cubic feet.

IV

In Paragraph IV, the figure of 15 feet mentioned therein  
shall be reduced to 12 feet.

Other than as herein set forth, said restrictions are ratified  
and confirmed.

Dated this 19th day of April, 1966.

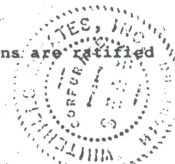
In the presence of:

WHITEHILLS ESTATES, INC.

*Shirley L. Kallio*  
Shirley L. Kallio

by: *Albert A. White*  
Albert A. White  
Its President

*John Brattin*  
John Brattin





LIBER 940 1023

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF INGHAM )

On this 19th day of April, A.D. 1967, before me personally appeared Albert A. White to me personally known, who being by me sworn, did say that he is the president of 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:  
February 14, 1970

Shirley Ann Lewis (Kallio)  
Shirley Ann Lewis (Kallio)  
Notary Public  
Ingham County, Michigan

Prepared by: John Brattin, Attorney  
Michigan Theatre Arcade  
Lansing, Michigan 48933

AMENDMENT TO RESTRICTIONS

I

In Paragraph I, the 100 foot frontage therein referred to shall be reduced to 90 feet.

II

In Paragraph II, with respect to Lots 286 through 304 and Lot 315, the restriction regarding 1-½ story, tri-level and split level dwellings shall be changed to 1800 square feet minimum area of finished ground floor space above grade exclusive of garage or 2700 square feet total finished floor space, and regarding 2 story dwellings, to 1500 square feet minimum area of finished ground floor space above grade exclusive of garage or 2700 square feet total finished floor space.

III

In Paragraph III, the figure of 400 cubic feet mentioned therein shall be reduced to 200 cubic feet.

IV

In Paragraph IV, the figure of 15 feet mentioned therein shall be reduced to 12 feet.



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. 9.

Dwellings shall contain the following minimum areas of finished ground floor space above grade, exclusive of garage:

Lots 286 through 304, also Lot 315:

1 story	2,200 square feet
1-½ story, tri-level or split level	1,800 square feet and 2,700 square feet total finished floor space
2 story	1,500 square feet, and 2,700 square feet total finished floor space

Lots 305 through 314:

1 story	1,800 square feet
1-½ story, tri-level or split level	1,500 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 square

III  
GARAGE, 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 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 on all garage doors. 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.

IV  
SET-BACKS

In no case shall any portion of any house above grade be nearer than 15 feet to a side lot line, except that a chimney, bay window, or eave may project not more than 2 feet into the side yard set-back. No portion of any house shall be nearer than 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. The minimum set-back from the front lot line shall be determined by grantor at time of building.

Cont'd.