

**DECLARATION OF RESTRICTIONS –  
THE “CHARTER” FOR  
WALNUT HEIGHTS SUBDIVISION NO 2.  
(and for WH Subdiv. NO. 1.)**

**Recorded by the Office of the Register of Deeds  
of the Ingham County in 1959.**

**It is in effect indefinitely unless revised.**

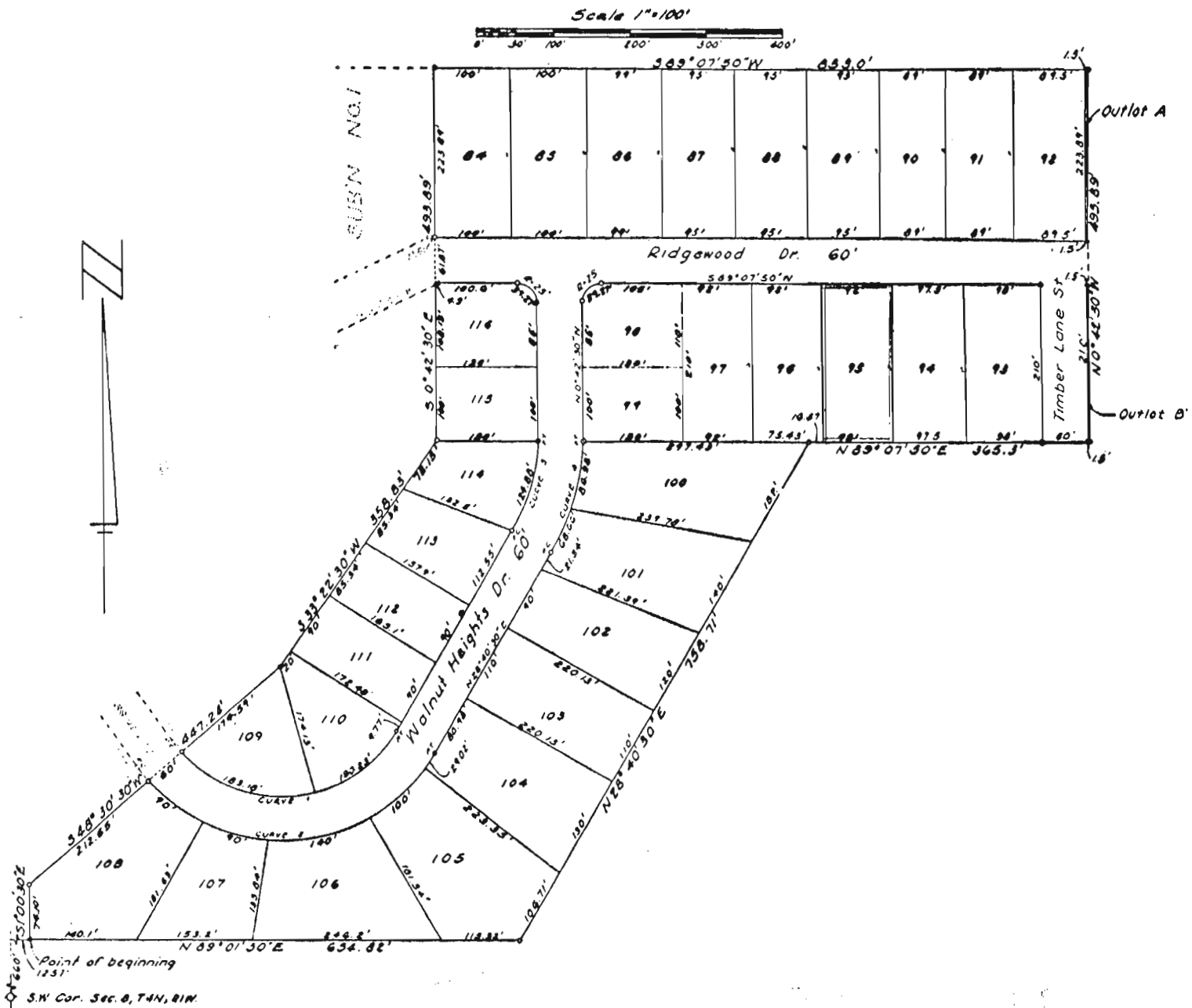
**It was not revised:**

**Jan. 2001**

FROM OFFICE OF  
**BROOKS ABSTRACT COMPANY**

LANSING, MICHIGAN

Abstract of Title to Lot 95 of Walnut Heights Subdivision No. 2, a part of the S. 1/2 of the S.W. 1/4 of Section 8, T. 4 N., R. 1 W., 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"

89 G. A. Steadman:  
Affidavit of.

Affidavit. Dated Oct. 18, 1956.  
Recorded Oct. 18, 1956, in Liber 68  
M.R., Page 306.

Affiant says that he is a Registered Engineer and Surveyor and that he surveyed the Plat of Walnut Heights No. 1, a part of the S.  $\frac{1}{2}$  of S. W.  $\frac{1}{4}$  of Sec. 8, T. 4 N., R. 1 W., Meridian Township, Ingham County, Michigan, and that he discovered an error in the distance on the W. side of Lot 80, distance reads 126.74 feet should be 135.0 feet. This change will effect the N. and S. distances on Lots 31 and 44 to 55 inclusive. It also changes length along the W. boundary of Plat on the W. side of Lots 80 and 81 from 483.63 feet to 491.89 feet. This change also was made in the description. These changes in no way effect the lots in the field and lot lines are not changed.

All five copies of the recorded plat have been corrected in the Auditor General, County Treasurer, Township Clerk and Register of Deeds offices, and the Road Commission,

90 Certificate of Co-  
partnership of Walnut  
Heights Company.

Certificate. Dated Dec. 12, 1955.  
Recorded Oct. 9, 1956, in Liber 68M.R.,  
Page 255.

This certifies that we, whose names are signed hereunder in full, are joined in co-partnership under the firm name of Walnut Heights Company, located at 200 Abbott Building, East Lansing, State of Michigan.

Daniel W. Smith 1705 Ridgewood Dr., East Lansing, Michigan.

Herbert A. Kierstead 1700 Ridgewood Dr., East Lansing, Michigan.

This certificate expires 5 years from the date of filing with the County Clerk.

Signed: Daniel W. Smith  
Herbert A. Kierstead.

Herbert A. Kierstead, one of the co-partners of the said firm of Walnut Heights Company, hereby certifies that all co-partners of said firm have herein above individually subscribed their respective names as witnessed by myself, and that the place of residence of each said co-partner as above written is true and correct.

Subscribed and sworn to Dec. 12, 1955.

Certificate of County Clerk for Ingham County attached dated Oct. 5, 1956.  
Seal.

91 Andres L. Eichele,  
John Eichele and  
Helena Eichele, et al.,  
to  
County of Ingham,

Release of Right of Way. Dated July  
21, 1916. Recorded June 28, 1957,  
in Liber 72 M.R., Page 111  
For and in consideration of prospective  
benefits to be derived by them by  
reason of the locating and establish-

ing of a certain drain, under the supervision of County Drain Commissioners of the County of Ingham, first parties hereby convey and release to the County of Ingham the right of way for a certain drain, hereinafter more particularly designated and described, over and across the S. 30 acres of N.  $\frac{1}{2}$  of S. W.  $\frac{1}{4}$  of Sec. 8 and N.  $\frac{1}{2}$  of S.  $\frac{1}{2}$  of S. W.  $\frac{1}{4}$  of Sec. 8, with other land, Meridian Township.  
Drain designated as Willmarth Drain.

92 Board of County Road  
Commissioners:  
Resolution of.

Resolution. Dated Dec. 7, 1956.  
Recorded Dec. 20, 1956, in Liber 69M.R.  
Page 140

At a meeting of the Board of County  
Road Commissioners the following resolution was adopted:

Be it resolved by the Board of County Road Commissioners of the County of Ingham, that the following described roads be, and they hereby are taken over as county roads and made a part of the county road system of the County of Ingham:

Park Dr.	Walnut Heights Subd. No. 1, Sec. 8, Meridian Twp.	From Hagadorn Rd. 2257' to N. boundary of plat
Walnut Heights Dr.	Walnut Heights Subd. No. 1, Sec. 8, Meridian Twp.	From Park Dr. to 1502' S. E. boundary of plat
Ridgewood Dr.	Walnut Heights Subd. No. 1, Sec. 8, Meridian Twp.	From W. boundary to 369' E. boundary of plat

Be it further resolved that notice of this determination be given by the clerk to the proper highway authorities of each City, Village and Township now having jurisdiction over any of the said roads, as provided by law, and that such notice shall also be published in the State Journal, a newspaper

published and circulating in said County of Ingham each week for three successive weeks.

Carried. Yeas 3  
Nays 0

Certificate of C. Ross Hilliard, County Clerk, by Clairmont Everitt, Deputy County Clerk attached, dated Dec. 20, 1956. Seal.

93 Annexation to the Dated: January 29, 1962.  
City of East Lansing. Recorded: January 31, 1962, Liber 821, Page 163

At a special election, called by the County Board of Supervisors, held on November 5, 1957, by vote of the people, certain territory in the Township of Meridian, including the premises here under consideration, was annexed to the City of East Lansing, effective January 1, 1958.

94 Ehinger Realty Co., a Michigan Corporation, by Albert L. Ehinger, Pres. and R. H. Bennett, Sec'y. Mortgagee, and Walnut Heights Company, a Co-partnership, by Daniel W. Smith, co-partner, and Herbert A. Kierstead, co-partner, proprietor, to  
Plat of Walnut Heights Subdivision No. 2, a part of the S.  $\frac{1}{2}$  of S. W.  $\frac{1}{4}$  of Sec. 8, T. 4 N., R. 1 W., City of East Lansing, Ingham County, Michigan.

Plat. Acknowledged Dec. 12, 1958. Recorded Aug. 7, 1959, in Liber 22 of Plats, Page 40. Plats into 33 lots, numbered 84 to 116 inclusive, and Outlots A and B, land described as Beginning at a point 660 feet N. and 1257.0 feet E. of the S. W. corner of Sec. 8, T. 4 N., R. 1 W., Meridian Township, Ingham County, Michigan, thence E. on a bearing of N. 89° 01'30" E. 654.82 feet, thence on a bearing of N. 28°40'30" E. 758.71 feet, thence on a bearing of N. 89°07'50" E. 365.3 feet, thence on a bearing of N. 0°42'30" W. 493.89 feet, thence on a bearing of S. 89°07'50" W. 853.0 feet, thence on a bearing of S. 0°42'30" E. 493.89 feet, thence on a bearing of

S. 33°22'30" W. 358.83 feet, thence on a bearing of S. 48°30'30" W. 447.24 feet, thence on a bearing of S. 01°00'30" E. 74.1 feet to the point of beginning.

Approved by East Lansing Planning Commission July 1, 1959, by County Plat Board Aug. 5, 1959, and by the Auditor General Aug. 5, 1959. Corporate seal attached. Executed by authority of its Board of Directors.

95 In re Restrictions of Declaration of Restrictions, Dated  
Walnut Heights Sub- Oct. 27, 1959. Recorded Oct. 28, 1959,  
division No. 2, in Liber 777, Page 69,  
Meridian Township. This declaration of restrictions made  
by Walnut Heights Company, a Co-

partnership of East Lansing, Michigan and Ehinger Realty Company, a Michigan Corporation of East Lansing, Michigan, Ingham County, owners of the subdivision known and platted as Walnut Heights Subd. No. 2, being a part of the S.  $\frac{1}{2}$  of S. W.  $\frac{1}{4}$  of Sec. 8, T. 4 N., R. 1 W., City of East Lansing, Ingham County, Michigan.

Witnesseth: That whereas, the said Walnut Heights Company, having subdivided the above tract of land, and designated the same as Walnut Heights Subd. No. 2, and being desirous of developing the same for high class residence purposes, and the creation and maintenance of a neighborhood possessing features of more than ordinary value to a residence community, in order to assist the grantees in providing the necessary means to better enable them and their assigns to bring this about.

All property included in the terms of this Declaration shall be subject to the following restrictions:

None of the lots in Walnut heights subd. no. 2 shall be used for any other purpose than residential, and there shall not be constructed or maintained upon any lot in the Subdivision any buildings except a one-family residence, garage, breezeway, or car port. All buildings on Lots 98 and 116 shall be so planned, constructed and situated so as to avoid any appearance of a rear yard. Upon all lots in Walnut Heights Subd. No. 2 garages, breezeways and car ports if attached to or constructed as a part of the dwelling house, shall have the same building line restrictions as the dwelling property. Prefabricated houses shall not be erected upon any lot in the Subdivision. No residence in the Subdivision shall be more than 2 stories in height.

EXTERIOR WALL FINISHES: The exterior walls of all dwellings and structures appurtenant to the dwelling proper, shall be of a material fabricated for such purposes and commonly acceptable as such. Brick, stone, wood siding,



exterior types of wood paneling (to include plywood), wood shingles and formed masonry products designed and fabricated specifically as a finished exterior wall material, or a combination thereof of any of the above materials, is acceptable. Cement or cinder block, hollow tile and other similar types of structural building block, whenever visible over sixteen inches (16") above the ground or grades, is not acceptable, except as approved by Walnut Heights Company. All building shall be of new construction and no building shall be moved from another location to any lot in this subdivision. Prior to completion of the construction thereof, no dwelling shall be used for human habitation, either temporarily or permanently. Nogarage or accessory building shall be used for human habitation.

#### MINIMUM LIMITATIONS ON DWELLINGS

No one-story residence shall be erected in Walnut Heights Subd. No. 2, with less than 1100 square feet of livable first floor area.

No one and one-half story residence shall be erected on any lot in Walnut Heights No. 2 with less than 840 square feet of livable first floor area and shall contain space for at least two finished rooms on the second floor.

No split-level residence shall be erected on any lot in Walnut Heights Subd. No. 2 with less than 1150 square feet of livable floor area.

No two story residence shall be erected on any lot in Walnut Heights Subd. No. 2 with less than 1440 square feet of livable area including both floors.

All residences to be constructed in accordance with the requirements of the Michigan State Housing Code.

The term "Livable Floor Space, or Area" shall include all the area enclosed by, and including, the exterior walls of the dwelling, but shall not include any space or area in garages, breezeways, car ports, porches and terraces. No building shall be erected on any lot until and unless the plans for said building have been approved in writing by the Walnut Heights Company.

#### BUILDING LINES

The line of any building, or any part thereof, erected in said Subdivision shall not be nearer to the street than forty (40) feet from the front street line, and twenty-five (25) feet from the side street line, except Lot No. 93 which shall not be nearer than twenty (20) feet from the side street line.

Minimum side yard width shall be equal to 10% of the total lot width, provided that no side yard width shall be less than eight (8) feet.

Unattached garages shall not be nearer to the side and rear lot line than 6 feet.

To enhance the value of your property it is recommended that a 50 feet or more set back from front street line be made whenever possible. No dwelling shall be erected on any parcel of land in the said Subdivision with less frontage and less number of square feet than the originally platted lots. However, it shall be permissible to build one residence on more than one lot--if the total area is thereby increased, in which case the side lot lines shall be deemed to be the boundary of the entire parcel upon which such residence is constructed.

Each dwelling shall, in general, be so placed that its front line is parallel as near as shall be practicable with the street on which it faces.

The owner of any corner lot shall have the optional choice as to which street line is considered the front lot line.

Open porches, steps, may encroach over the front building line for a distance not to exceed eight (8) feet.

No fence or hedge, more than three (3) feet high, shall be erected or maintained between the building line and the street.

#### TREES AND SOIL REMOVAL

No trees shall be cut or removed from any lot before the complete payment of the purchase price specified, without the written consent of Walnut Heights Company.

Should graves be found on any lot, the same shall not be excavated and offered for sale--except that the same may be used for the purpose of constructing buildings to permanently remain on said lot.

All soil removed from any lot--either in grading, or excavating a basement thereon, shall at the option of the Walnut Heights Company become its property, and when removed shall be dumped at such places or place where the Walnut Heights Company shall designate in the said Subdivision.

#### EASEMENTS

A six (6) foot easement is reserved on each side of the rear and side lot lines on every lot for the construction and perpetual maintenance of conduits, poles, wires, and mains for electricity, telephone, gas, water, sewage, drainage tile and any other utility with rights of ingress thereto

and egress therefrom by employees and agents of utility companies and municipalities maintaining the same. Because of the unusual depths of most of the lots in Walnut Heights Subd. No. 2, it shall not be considered a violation of the premises if such utilities mentioned above shall pass upon, or above, some portion of any lots elsewhere than within the six (6) foot easement, but such poles shall be installed or moved in such a manner so as not to hinder the construction of building on any lot in this subdivision. Two or more adjacent lots may be consolidated for the purpose of building thereupon a single residence. In this case, the total area of the two or more adjacent lots so used shall be treated with regards to easements as a single lot. Except that no originally established easements shall be voided by the grouping of two or more lots, when such procedure creates an unreasonable barrier to the above stated use and purpose of the easements.

#### NUISANCES

There shall not be maintained nor permitted upon these premises any dangerous or vicious animals, poultry, horses, cattle, or other livestock, nor any buildings for the housing thereof, nor shall any livestock type of fencing be used. No refuse pile or unsightly or objectionable object or feature shall be allowed or maintained upon said premises, except as a temporary measure in the act of cleaning or improving existing conditions.

No tank for storage of fuel may be maintained on any lot above the surface of the ground--unless same is inside of a building. Buried tanks shall not be placed in areas reserved for easements.

Receptacles for ashes, rubbish and garbage, unless inside a building shall be underground. When receptacles are placed underground, they shall not encroach on areas reserved for easements nor be nearer the front line than sixty (60) feet. No temporary building, trailer, tent, shack, or other structures of similar nature shall be erected, moved to, or maintained upon said premises, except a Sales Office to be used for the promotion and sales of property in said Subdivision.

No billboards, or advertising boards, for posting, painting, or signs or advertisements, shall be constructed or maintained on any of the land in this Plat, streets, roads, or public places,--except signs and billboards for advertising lots and houses.

Any reasonable change, modification or addition to the within restrictions shall be considered by Walnut Heights Company, and if so approved, they will then be submitted in writing to the abutting lot owners, and if so consented to in writing, shall be recorded and when recorded shall be binding as the original restrictions.

All restrictions above set forth shall continue for a period of twenty-five (25) years from November 1959, and shall automatically be continued thereafter for periods of ten (10) years each, unless at least one (1) year prior to the expiration of this first, or any subsequent ten (10) year period, the owners of two-thirds (2/3) of the lots subject to the conditions of this Declaration, exclusive of streets and other public spaces shall execute and acknowledged an agreement, or agreements, in writing; (1) Releasing the land usbject hereto, or any part of the area thereof, from any, or all, of the above restrictions, or (2) Change of any of the above restrictions, and file the same for recording in the office of the Register of Deeds for Ingham County, Michigan. The termination of any of the above restrictions in the manner provided shall in no way alter restrictions not so terminated.

All these conditions shall run with the land, and be a part of the consideration for the purchase thereof, and shall bind every subsequent vendee or owner thereof.

The purpose of the foregoing restrictions is to insure the use of the entire plat for attractive residential purposes, to prevent nuisances, to prevent imperilment of the attractiveness of the property, 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 insure the same advantages to other owners.

In the event that, at any time hereafter, any provision of the Declaration shall be found to be in conflict with the laws of Michigan as they exist, or may hereafter exist, then such provision of this Declaration shall on that account be held to be invalid; the remaining part, or parts, of said Declaration shall, nevertheless, remain in full force, virtue, and effect.

All the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the owners, their successors, grantees, and assigns. The undersigned Ehinger Realty Company joins in this Declaration for the purpose of including their rights herein as mortgagee,

heredy ratifying and confirming all the restrictions, heretofore set forth.

IN WITNESS WHEREOF: Walnut Heights Company, a co-partnership of East Lansing, Michigan, by Herbert A. Kierstead and Danial W. Smith, all of the partners of Walnut Heights Company, and Ehinger Realty Company, a Michigan Corporation of East Lansing, Michigan, by Albert L. Ehinger, President, and R. H Bennett, Secretary, have hereunto set their hands and seals this 27th day of October, 1959, first above written.

Signed, Sealed and Delivered in the Presence of:

/S/ Richard H. Bennett  
Richard H. Bennett

Walnut Heights Company, a Co-Partnership

/S/ Herbert A. Kierstead, a partner  
Herbert A. Kierstead

/S/ Danial W. Smith  
Danial W. Smith, a partner

/S/ LaVonne Wall  
LaVonne Wall

Ehinger Realty Company

/S/ Albert L. Ehinger  
Albert L. Ehinger, President

/S/ R. H. Bennett  
R. H. Bennett, Secretary

#### TAX CERTIFICATE

Tax history on file in the office of the Brocks Abstract Company, compiled from the records in the office of the County Treasurer, shows no outstanding taxes or tax liens against the land included in the plat of Walnut Heights Subdivision No. 2, a part of the S.  $\frac{1}{2}$  of S. W.  $\frac{1}{4}$  of Sec. 8, T. 4 N., R. 1 W., City of East Lansing, Ingham County, Michigan, from the year 1939 to 1959 both inclusive.