

## **THE RESTRICTIVE COVENANTS**

(In effect for all lots purchased from the North Shore Land Company and its successors and administered by the North Shore Association, Inc.)

FIRST: That each of the lots shown on the Plat aforesaid (those fronting on Grey's Creek excepted) shall be used for one residence for the occupancy of one family only together with a private garage and other structures appurtenant to the main residence, to be used in connection therewith and not for the purpose of trade of any kind whatsoever. The above excepted lots as shown on the said Plat fronting on Grey's Creek shall be subject to division but at no time shall any lot divided so as to contain a frontage of less than forty-five (45) feet, with the exception of Lot No. 18; and at no time shall more than one dwelling or residence for the occupancy of one family, only together with its appurtenant structures as aforesaid, be erected on any lot or division thereof.

SECOND: That all garage and other outbuildings of any kind whatsoever shall be in the rear of the dwelling but shall not be within ten (10) feet of the rear boundary of the lot, shall not be within ten (10) feet of the dividing lines of the said lot; and shall be of neat design and kept in repair and painted at all times.

THIRD: That no residence, dwelling, garage or other structure appurtenant to the residence shall be erected or built on said land, nor shall any addition to or change or alteration therein be made, until the plans and specifications for such structure or alterations are submitted to and approved by THE NORTH SHORE LAND COMPANY, or its successors in the ownership or development of the entire tract, or its duly authorized agents. Written permission must be obtained from the Company to construct fences, buildings, piers, bathhouses, bulkheads, boathouses, outbuildings, or to remove trees.

FOURTH: That no privy of any kind at all shall be allowed on said property, but each house shall have a septic tank or other arrangement approved by the said Company.

FIFTH: Deleted.

SIXTH: That at no time shall any part of the said lot be used or occupied for the manufacture, brewing, distilling or the sale of spirituous or malt liquors, nor shall the said lot or any part thereof, or any building erected thereon at any time hereafter, be used or occupied as a drinking saloon. That no swine shall be kept on said lot nor shall any noxious, dangerous, offensive, unhealthful thing, trade, or business whatsoever be permitted or maintained on said property, but said land shall be used and occupied for residence purposes only and not otherwise, as herein set forth.

SEVENTH: That in order to preserve or improve the views of land and water, hills and valleys. Obtainable on and from the various lots shown on the said Plat, and to promoted the free movement of breezes and prevent the harboring places for flies, mosquitoes and other insects, the Company reserves the right to trim any trees or shrubbery now or hereafter standing in said tract which may, in its opinion, destroy or interfere with such views or the free movement of breezes, or furnish harboring places for flies, mosquitoes or other insects.

EIGHTH: That no fence, wall or hedge shall be built or maintained unless the location, nature, shape and material be first made known to the Company or its successors and receive its approval in writing.

NINTH: that no building, dwelling, structure or part thereof shall be erected or maintained on any part of the said lot within forty (40) feet of the front boundary line, (Note: Some Park Creek lots are worded differently.)

TENTH: That free and open spaces shall be left on both sides of every building structure, dwelling, or part thereof, erected on the said lot, which free and open spaces shall extend the full length of all lots and shall be not less than ten(10) feet in width from the dividing lines of said lots.

ELEVENTH: That the land hereby conveyed shall, in respect to that part of it which lies in the bed of the road or roads bordering the property, be subject to an easement in favor of the owners and occupiers of lots and houses bordering other parts of the said road or roads in respect to the free and common use of the said road or roads, bother for the purposes of passage to and for, and for the laying or erecting of water pipes, gas pipes, electric poles or other public utilities to be used in common by the owners and occupiers of the entire tract, and further that the owner or owners of any lot will join in a petition to the proper governmental authorities, that this road or roads bordering the property be taken over by the County as public roads under a proper deed or dedication to be signed by such owner or owners at such time when two-thirds of the owners of the lots along such road or roads shall demand.

TWELFTH: That the Company hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restriction, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned by the company, and with the consent of the owner as to any other land included in said tract; and to grade, change the grade of or regrade, any street, road or lane shown on said Plat, and shall have further right before a sale to change the size of, locate or relocate any of the lots shown on the said Plat.

THIRTEENTH: That easements and rights of way are hereby expressly reserved in and over the strips of ground five feet in width along the rear line of the lots for the purpose of erecting, constructing and maintaining wires and the necessary proper attachments in connection therewith for the transmission of electricity and for telephones and other public utilities or functions, and the Company, its successors, assigns, or nominees shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights are reserved as above set forth.

FOURTEENTH: That the provisions herein contained shall run with and bind the land and shall insure to the benefit of and be enforceable by the Company, or the owner of any land included in said tract, their respective personal representatives, heirs, successors and assigns, and failure by the Company or any landowner to enforce any restriction, condition, covenant or agreement herein contained shall in no event prior or subsequent thereto.

FIFTEENTH: That any or all of the rights and powers, titles, easements and estates reserved or given to the Company in this agreement may be assigned to any one or more corporations or associations that will agree to assume said rights and powers, duties and obligations and carry out and perform the same. Any assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purposes of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the obligations and duties as are herein given to and assumed by the Company, the Company thereupon being released therefrom.