

**DECLARATION OF RESTRICTIONS
OF THE
NORTH SHORELAND PROPERTY OWNERS ASSOCIATION**

This protective and restrictive covenant of the North Shoreland Property Owners Association amends, revises and nullifies the Declarations of Restrictions previously recorded by the County Recorder's Office of Williamson County, Illinois, as Miscellaneous Record No. 113, Page No. 619, and Miscellaneous Record No. 114, Page 707, and Miscellaneous Record No. 230, Page No. 921 which now become null and void.

WHEREAS, NORTH SHORELAND PROPERTY OWNERS ASSOCIATION, INC. A not for profit corporation, of the State of Illinois, having its principal office in the county of Williamson and State of Illinois, does hereby respectfully submit the following revised restrictions for NORTH SHORELAND and NORTH SHORELAND 1st. ADDITION, those certain parcels of real estate situated in the County of Williamson, aforesaid being more particularly described in "EXHIBIT A" attached hereto and made a part hereof by this reference.

WHEREAS, for the purpose of obtaining the most orderly and beneficial development of the land therein contained, it is desirable and necessary to limit the character and nature of the improvements to be made thereon and the use of such individual premises.

NOW, THEREFORE, in order to obtain the benefits hereinabove described, North Shoreland Property Owners Association, Inc., for itself, its successors, grantees and assigns; does HEREBY DECLARE that the real estate described herein, shall, subject to the limitations and terms herein, be and remain subject to the following restrictions as to the use of the premises and nature and character of improvements to be made thereupon; and does FURTHER DECLARE that all types of structures which are in existence as of the date of the recording of this document with the County Recorder may remain without prejudice.

1. All lots, other than Lots 1, 2 & 3 in North Shoreland, in the subdivisions shall be known and described as single family residential lots. The improvement or improvements to be made, ~~constructed and maintained upon any portion of the premises shall be of a permanent nature of~~ either seasonal or year round occupancy, and shall be limited to one such residence, together with all ordinary and usual appurtenant outbuildings, and structures customary to the enjoyment of the residence, provided, however, that this shall not be construed to exclude the construction of community or group facilities on Outlot No. 1 platted from a portion of the premises known as NORTH SHORELAND 1st. ADDITION.

2. The recreational, beach, and common usage area (platted as Outlot #1, a portion of the premises known as North Shoreland 1st. Addition) shall be legally titled in the name of the North Shoreland Property Owners Association, Inc. This Association shall maintain said area perpetually thereafter assessing such costs from the property owners in North Shoreland and North Shoreland 1st. Addition. This Association shall also cause to be formed an Outlot Committee to oversee such perpetual maintenance and to develop and coordinate any rules and regulations as may be needed to assure the tranquility and safe usage of the area.

3. Henceforth, all homes, except as provided in paragraph (11), shall be constructed so as to provide for a minimum of one thousand fifty (1050) square feet of ground floor living area, exclusive of carport, breezeway, and garage or decks, if any, and will be of new construction, and completed within eighteen (18) months after construction begins. All construction must adhere to the standards set forth by the Building Officials Conference of America in the latest edition of the BOCA National Building Code, and any such standards set forth by the Southeastern Illinois Electric Cooperative, Inc. All homes, garages, and outbuildings shall be constructed in accordance with paragraph 13. New construction, after May 1996, shall not be to provide rental property.

4. All out-buildings, (e.g., garages, carports, storage sheds) shall conform to the BOCA Code as noted in paragraph (3) above. An unattached garage or out-building shall not exceed 1200 square feet. No stand-alone out buildings shall be constructed on a lake shore lot without a home. Owners shall submit their construction plans to the Board of Directors who will consider each case on an individual basis prior to approving a variance.

5. In the event of the partial or total destruction of any structure by any cause, said structure shall be promptly rebuilt, repaired, or remodeled. All portions of the structure which are so destroyed, and all debris, shall be removed within ninety days from the date of the casualty. In the event the owner elects not to rebuild, the remaining portion of all structures shall be removed, and any excavations shall be promptly filled with dirt, stone, or other suitable non-organic fill material. The lot shall be seeded with grass and returned to mowable condition.

6. All plans for new construction or modifications to existing structures shall be subject to acceptance or rejection by the Board of Directors of NORTH SHORELAND PROPERTY OWNERS ASSN. INC., before construction is started. Upon acceptance of the plans for construction of a facility upon any lot, a no cost building permit shall be issued by the NORTH SHORELAND PROPERTY OWNERS ASSN. INC., and shall be duly recorded in the minutes of the meeting of the Board of Directors.

7. Henceforth, stand-alone out buildings, factory built structures, both mobile and modular, as defined by the Illinois Dept. Of Public Health in their "Regulation of Factory Built Structures in Illinois" document, may be placed only on second tier lots (off-shore lots), with the further restriction that single-wide mobile type units may only be placed on the following lots in North Shoreland 1st Addition: Block 1, lots 13-23; Block 3, lots 1-20; Block 11, lots 1-5. The exception to this rule are manufactured homes currently on waterfront lots that were installed prior to May 1996. These manufactured homes are grandfathered and may be replaced by a new manufactured home. Homes must meet all specifications identified in paragraph 3.

8. All factory built structures must be placed on a permanent foundation, which is defined as: a closed perimeter formation consisting of materials such as concrete or concrete block on a concrete footing which extends into the ground below the frost line, which is considered to be twenty-four (24) inches in this area.

9. All "modular type" factory built structures must adhere to the construction regulations as set forth by the Illinois Dept. Of Public Health. Such structures must provide for the minimum square footage as described in paragraph (3) above.

10. All double-wide "mobile type" structures must comply with the National Manufactured Home Construction and Safety Standards as issued by the Federal Dept. Of Housing and Urban Development. Such structures must provide for the minimum square footage as described in paragraph (3) above.

11. All single-wide "mobile type" structures must comply with the National Manufactured Home Construction and Safety Standards as issued by the Federal Dept. Of Housing and Urban Development. Such structures must also provide for the following requirements and standards:

- a) structures must be new when set
- b) have minimum dimensions of 14 feet by 50 feet (700 sq. ft.)
- c) have no metal skirting
- d) have a garage or storage structure
- e) have an improved driveway (e.g., gravel, blacktop, concrete)

12. All plans for replacing factory built homes, shall be subject to acceptance or rejection by the Board of Directors of NORTH SHORELAND PROPERTY OWNERS ASSN. INC., before replacement procedures are begun. Upon acceptance of the plans a letter shall be issued by the Board of Directors expressing their approval to the property owner.

13. All facilities shall be constructed so as to provide for the following minimum set backs: (a) front street line set backs must be in accordance with the Williamson county highway right of way rules, (b) rear lot line set backs for lake edge property must be in accordance with Southern Illinois Power Cooperative, (c) any side or rear lot line set backs (not on lake edge property) are five (5) feet. Owners of irregular and corner lots shall submit their construction plans to the Board of Directors who will consider each case on an individual basis prior to approving a variance.

14. Easements are reserved on all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains, 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 the right of ingress to and egress from and across said premises to employees of said utilities. For some specific details refer to the Grant of Easement given by the Southern Illinois Power Cooperative to the Southeastern Illinois Electric Cooperative, such easement having been duly recorded as Miscellaneous Record #104-65 by the County Recorder of Williamson County, Illinois.

15. No fence shall be permitted to extend nearer to the street than the minimum set back line as provided in paragraph (13) above.

16. All homes, whether site built or factory built, shall be constructed to fulfill the requirements of the Franklin Williamson Bi-County Health Codes, the Illinois Sanitary Water Board, and shall be connected to the Lake of Egypt Water and Sewer District system. No septic systems will be permitted.

17. Henceforth, no industry, business, trade, or profession shall be conducted, maintained or permitted on any of the lots in the subdivision, except for lots considered "residential/commercial". However, upon application to the Board of Directors of the North Shoreland Property Owners Association, said Board may grant permission for a homeowner to carry on gainful work, within the home, which does not involve more than occasional clients, customers or supply vehicles entering the subdivision and does not involve a retail operation. Such permissive grants shall be reviewed by the Board periodically, and upon receipt of a formal complaint.

18. No advertising sign (excluding political election signs) of any kind shall be displayed to the public view on any lot except one professional sign advertising the property for sale or rent, or one sign used by a builder, painter, roofer, sider, window installer, landscaper, or other such contractor to advertise the work during the construction period. Political signs must be removed within 48 hours after election.

19. No animals, livestock or poultry of any kind shall be raised, bred or kept except that cats, dogs or other usual household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Owners of pets are responsible for keeping their pets, and any visiting pets owned by guests, in their own yards so as to assure the privacy of surrounding neighbors. Owners of dogs and cats are especially responsible for complying with the Williamson County Animal Control Ordinance, Miscellaneous Record #179, Page 483, dated July 25, 1985, which among other items provides for: Registration of Dogs and Cats; Inoculation Requirements; Collar and Identification Requirements; Control by Owner; Impoundment; and Citations.

20. No land within the boundaries of the subdivision described in Exhibit A shall be used or maintained as a dumping ground for rubbish, garbage, motor vehicles, water heaters, household appliances, or waste material, except that this shall not be construed to exclude a reasonable amount of organic yard waste.

21. Property owners may park one (1) recreational vehicle or one (1) recreational trailer on their residential lot, said vehicle or trailer shall not be placed on a foundation or occupied permanently; also, the vehicle or trailer shall not be hooked up to any water or sewage facilities. Such vehicles or trailers shall not be parked on any vacant or unoccupied lot of the subdivision, unless such lot is attached to the residential lot.

22. Use of water from the Lake of Egypt on and for the development and use of said premises by the property owner shall be by special contract with the Southern Illinois Power Cooperative (SIPC) under which the property owner agrees to abide by the rules and regulations relative thereto.

23. Access to Lake of Egypt:

A. The property owner shall have access to the lake with all the privileges for recreation according to the official rules and regulations governing the Lake of Egypt, as established by SIPC.

B. The property owner agrees to maintain the shoreline property to the extent necessary to prevent soil erosion and water pollution, and if necessary to rip-rap the shoreline and build walkways to conform to good conservation practices.

C. The owners of lots abutting the easement property lying between said lots and the lake shore, shall execute a standard official Lake of Egypt shoreline agreement with the Southern Illinois Power Cooperative each year for the established fee.

24. All homeowners are encouraged to install and maintain security lights in close proximity to the front street line for the purpose of reducing the chances of injury to persons and property during the hours of darkness. In many cases, the cost of maintaining security lights may be shared by adjoining homeowners.

25. Southern Illinois Power Cooperative reserves the right to overflow the land or portions thereof below contour line 505' above mean sea level herein dealt with by reason of the raising or lowering of the water level of said lake by rainfall and watershed drainage and the demands of the operation of the plant or plants of Southern Illinois Power Cooperative for any damage occasioned thereby except for deliberate willful and wanton conduct of Southern Illinois Power Cooperative, its agents or employees.

26. Any owner or occupant of any parcel, tract or lot in the subdivisions herein described shall have the right to enforce compliance with or enjoin violation of any of the restrictions herein contained whether occurring or threatened against any other owner or occupant by suit at law or in equity in a court of competent jurisdiction together with the right to recover costs of such proceedings including reasonable attorneys' fees incurred in connection herewith upon obtaining a favorable judgment, order or decree. Any remedy or remedies available to an owner or occupant hereunder shall be cumulative, and the failure of any or all the owners or occupants to enforce compliance or enjoin violation in one instance shall not be construed to be a waiver of the right to seek relief against subsequent violations.

27. Owners of rental properties are responsible for conveying the applicable restrictions contained herein to their respective tenants who shall abide by such restrictions.

28. These protective restrictions and covenants are to run with the land whether or not they are specifically mentioned in any deed or conveyance subsequently executed and shall be binding on the parties hereto and all persons claiming by, through, or under them for successive periods of ten (10) years, unless amended in whole or in part as hereinafter provided, in which case, the amended protective restrictions and covenants are to automatically be extended for successive periods of ten (10) years from the date of amendment.

29. When, at any time, fifty-one (51) percent of the property owners of the lots platted on the premises herein described who return ballots after all property owners are notified of proposed changes, shall by written instrument agree to release, modify, revise, amend, or nullify any or all of the restrictions herein contained, upon recording of such instrument in the office of the Recorder of Deeds of Williamson County aforesaid, and upon the written consent of the Southern Illinois Power Cooperative, these restrictions shall thereafter be so released, modified, revised, amended or nullified according to the tenor of such instrument, and to that end and to that extent, all deeds of conveyance of any portion of the premises herein described shall be subject to the right, power and interest of the remaining owners of said premises, from time to time, to so release, modify, revise, amend or nullify the restrictions herein contained.

30. Upon recording of this instrument in the office of the Recorder of Deeds of Williamson County, aforesaid, all grants or deeds of conveyance of any estate or interest in any portion of the premises herein described thereafter delivered shall be subject to and limited by the provisions herein contained by reference hereto to the same extent as would be if the terms and provisions of this instrument were expressly contained in the body of the grant or deed of conveyance.

31. The terms, and provisions of this instrument shall be strictly construed in favor of the undersigned, its grantees, successors and assigns against any attack, whether direct or collateral, and shall be deemed to be desirable, so, that any judgment, order or decree rendering one or more of these restrictions unenforceable shall not affect the enforceability of the remaining restrictions.

IN TESTIMONY WHEREOF, the NORTH SHORELAND PROPERTY OWNERS ASSOCIATION INC., a Not For Profit Corporation, hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its President and attested by its Secretary, this 25 day of August, 2016.

NORTH SHORELAND PROPERTY
OWNERS ASSOCIATION, INC.

Winfred G. Gost
PRESIDENT

ATTEST:

Carol Ann Emery
SECRETARY



EXHIBIT "A"

NORTH SHORELAND is described as:

A part of the Southwest One Quarter of the Southwest One Quarter of Section 30, Township 10 South, Range 3 East of the Third Principal Meridian, Williamson County, Illinois, and more particularly described as follows:

Beginning at the Southwest corner of the Southwest One Quarter of the Southwest One Quarter of Section 30, and running thence South 88 degrees 21 minutes 23 seconds East 1209.65 feet, thence North 00 degrees 23 minutes East 620 feet, thence North 88 degrees 21 minutes 23 seconds West 1207 feet to the West line of said Quarter, thence South 00 degrees 38 minutes West 620.1 feet to the point of beginning.

NORTH SHORELAND FIRST ADDITION is described as:

The South Half of the Southwest Quarter of the Southwest Quarter of Section 30, and also that part lying North of the Lake of Egypt in the North Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of the Northeast Quarter in Section 31, both Sections being in Township 10 South, Range 3 East of the Third Principal Meridian, Williamson County, Illinois