

This Schedule "A" is commonly referred to as the association (LLVPOA) covenants and is part of the original Deed of the land comprising all of Locust Lake Village. (Ed.)

Schedule "A"

In this Schedule A the following words shall have the following meanings:

"Seller" means the Grantor in and as defined in the Deed of which this schedule is a part (including successors and assigns of the Seller)

"Purchaser" means the "Grantee" in and as defined in the deed of which this Schedule A is a part (including the heirs, executors, administrators, successors and assigns of the Purchaser; and

"Lot" means the premises referred to in the annexed document, and if used for the erection of more than one private dwelling house, shall, where the context so requires, mean that portion of the premises upon which the erection of one private dwelling is permitted by these restrictions.

(1) The premises hereby conveyed shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on the premises hereby conveyed other than one detached single-family dwelling.

(2) No building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 20 feet to any side street line, or nearer than 15 feet to an interior lot line. Exception may be made at the discretion of Seller.

3) Easements for installations and maintenance of utilities and drainage facilities are reserved over the front 10 feet of each lot and side and rear 5 feet of each lot.

4) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

(5) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that a dog, cat or other household pet may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(6) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No motor vehicle nor any substantial part of one shall be kept on the lot unless then currently licensed for operation on public highways.

(7) No individual water supply system shall be permitted on any lot or building site unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendation of the State and/or local public health authorities.

(8) No individual sewage disposal system shall be permitted on any lot or building site unless such system is designated, located and constructed in accordance with the requirements, standards and recommendation of the State and/or local public health authorities.

(9) No building or structure, including water system and sewage disposal system shall be erected upon the premises hereby conveyed without first obtaining the approval, in writing, of the Seller, as to location elevation, plan and design. The Seller shall approve or disapprove the said location, elevation, plan and design within 15 days after the same have been submitted.

(10) No excavation shall be made on the premises except for the purpose of building thereon and only at the time when building operations are to commence. No earth or sand shall be removed from the premises except as part of such excavation without the written consent of the Seller.

(11) Purchaser shall not clear the lot of brush or trees or do any burning of any nature whatever except after having first obtained the approval of the Seller in writing, such approval to specify the time and manner in which such clearing or burning shall be done.

(12) The Purchaser agrees not to sell, rent, lease or permit the premises hereby conveyed, excepting to persons first approved for membership in the aforementioned association, or in the event the association has not yet been formed excepting to persons first approved by the Locust Lake Village, Inc., or its successors, nor shall signs for advertising purposes be erected or maintained on the premises.

(13) Until dedicated to public use, title to the portion of the lands of the Seller laid down on the maps as streets shall remain in the Seller subject to the right of the Purchaser and others and those claiming under them to use the same for ingress and egress to and from the public roads, and subject to the right of the Seller to maintain or grant the right to maintain water mains, sewer pipes, street drains, gas mains, fixtures for street lighting, telephones and electric poles, within the lines of such roadways.

(14) The restrictions as herein provided shall apply only to the premises hereby conveyed and may be changed by the Seller when desired by it or its successors, said restriction being imposed for the benefit of the remaining lands of the Seller and lands which may be hereafter acquired.

(15) The Purchaser is hereby granted the privilege of boating, bathing, fishing and ice-skating in the Lake of the Seller, known as LOCUST LAKE. None of the foregoing activities are to be engaged in for any commercial purpose whatsoever.

(16) Anyone making a nuisance of himself or herself shall, at the discretion of the Seller, be denied the privileges at the beaches, lakes, picnic areas, etc., for a limited period of time.

(17) Only boats, canoes or watercrafts propelled by either oars or paddles, shall be permitted upon the water of said Lake. No motor boats, outboard motors or kickers of any description shall be permitted on the waters of said Lake.

(18) Dwelling to have exterior complete and rough graded six months of start of Seller has right to complete same and charge actual expenditures for so doing.

(19) This Schedule A shall bind the Seller, its successors and assigns, and shall bind the Purchaser, and the heirs, executors, administrators, successors and assigns of Purchaser.

D. APR 16, 1970