

Recorded: July 19, 1927 at 8:00 A.M. in Volume 75 of Deeds on pages 477-478 as Document No. 94981.

EASEMENTS AND RESTRICTIONS

This Indenture, Made this 16th day of July, A.D., 1927, between George H. Gabel, (single), of Milwaukee County, Wisconsin, party of the first part, and M. E. Carmody, of Milwaukee County, Wisconsin, party of the second part:

WITNESSETH:

That said party of the first part, for and in consideration of the sum of \$1.00, and other good and valuable consideration to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, her heirs and assigns forever, the following described real estate situated in the County of Ozaukee, State of Wisconsin, to-wit:

Lots 1 to 57, both inclusive, in Block 1; Lots 1 to 11, both inclusive, Block 2; Lots 13 to 17, both inclusive, in Block 2, all in Forest Beach on Lake Michigan, a subdivision in Section 1-11-22 East, and in Section 36-12-22 East.

Also the following easements, for private highway purposes 50 feet in width, to be used jointly by Forest Beach Land Company, its successors and assigns, and the owners, from time to time, of any part of said Forest Beach on Lake Michigan, subject to the payment by each such owners of a fair proportion of the cost of maintaining the roads thereon in good repair and condition:

1. From the intersection of the public highway running along the North line of said Section 1 and along the West side of Government Lot 4, in the SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of said Section 36 easterly across the premises described in a certain Warranty Deed executed by the said George H. Gabel, to Forest Beach Land Company, dated and acknowledged, January 17th, 1927 and recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin, January 20th, 1927 in Volume 75 of Deeds, page 364, Document No. 93936.

2. From the public highway at the Northwest corner of said Government Lot 4, substantially along the present roadway to a point between points "A" and "B" designated in said deed next hereinbefore mentioned, and thence in a generally Southeasterly direction between the North line of said Block 1, and the South line of said Block 2, in Forest Beach on Lake Michigan, to the Shore of Lake Michigan; and from said easement East of said points "A" and "B" to the East 50 feet of the South line of Lot 6 in said Block 2, and from said easement to the

Northerly line of said Block 1 between said point "A" and the stone monument 93.35 feet South 52° 42' East thereof.

Also the following easements, to be used jointly by the owners, from time to time, of any part of said Forest Beach on Lake Michigan, subject to the payment by each such owners of a fair proportion of the costs of maintaining the roads and paths thereon in good repair and condition, and reserving the right to dedicate the same, or any part thereof, to the public, and to construct and maintain water and sewer pipes and electric distribution and telephone lines and conduits thereon and therein.

3. An easement for private highway purposes over the Westerly 50 feet of Lots 2 to 7, inclusive, and Lots 10 to 28, inclusive, in Block 1, and of that part of Lot 8 and 9 of said Block 1, which lies East of a straight line drawn from the South-West corner of Lot 9, and thence in a Northeasterly direction to a point 50 feet North 77° 35' East of the Northwest corner of said Lot 9, and thence to the Westerly line of said Lot 8, all in Block 1, and reserving a right in Joseph E. Uihlien, his heirs and assigns, in an easement over the Westerly 50 feet of said Lots 26, 27, 28 and the Southerly 37.1 feet of said Lot 25.

4. An easement for private highway purposes over the Westerly 50 feet of Lots 2 to 5, both inclusive, in said Block 2;

5. An easement for private highway purposes over the Easterly 25 feet of Lots 6 to 11, both inclusive, in said Block 2;

6. An easement for private highway purposes, 25 feet in width, from a point between said point "A" and said stone monument 93.35 feet South 52° 42' East thereof, and thence in a generally Southerly direction across Lot 57 in said Block 1; and thence in a generally South-westerly direction across the Westerly 60 feet of Lots 39 to 56, both inclusive, in said Block 1, the exact location thereof to be designated by said party of the first part;

7. An easement for private highway purposes, excluding the use of vehicles, 10 feet in width, over the Westerly 10 feet of Lot 1 in said Block 1 and over the Westerly 10 feet of said Lot 1, in said Block 2;

8. An easement for private highway purposes, excluding the use of vehicles, 10 feet in width, over the Southerly 5 feet of Lots 17 and 39 and over the Northerly 5 feet of Lots 18 and 38, in said Block 1, including an easement for use as a bathing beach and the erection of a bath house and pier thereon, of a parcel of land in the Southeast corner of said Lot 39, and the Northeast corner of said Lot 38, bounded on the North by a line 25 feet North of and parallel to the North line of said Lot 38; on the South by a line 25 feet South of and parallel to the North line of said Lot 38; on the East by the Shore of Lake Michigan, and on the West by a line 75 feet West of and parallel to the Shore of Lake Michigan, as the same existed May 1, 1927.

Reserving however, the right to construct and maintain electric distribution and telephone lines and conduits over any portions of the

lands hereby conveyed. Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all the right, title, interest, claim or demand whatsoever of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold said premises above described, with the hereditaments and appurtenances, to the said party of the second part, her heirs and assigns, FOREVER, PROVIDED, HOWEVER, AND IT IS MUTUALLY AGREED between the parties hereto that this conveyance is made upon the express restrictions, that each lot in said subdivision shall be used for the erection and accommodation of not more than one dwelling house, with suitable out-buildings appurtenant thereto, shall be adapted only for the use of one separate family, and that said premises shall at no time be used for other than residence purposes, not for any purposes detrimental to the interests or value of a first class residence neighborhood, and that no detached garages shall be constructed within Ten (1) feet of any lot line which is not on the exterior boundary of a Block except with the written recorded consent of the owner or owners of the lot immediately adjoining on the opposite side of said line; and that no building shall be constructed on Lots 6 to 11, both inclusive, in said Block 2, nearer than 75 feet to the Easterly line thereof; that no building, except a building used exclusively for boathouse and/or bathhouse purposes shall be erected on Lots 29 to 55, both inclusive, in said Block 1, the East line of which shall be more than 175 feet East of the West line of said lot; and that any dwelling house erected upon Lots 29 to 57, both inclusive, in said Block 1, shall cost and be fairly worth at least \$3,000.00, and be constructed according to modern architecture; and that any dwelling house erected upon Lots 1 to 28, both inclusive, in said Block 1, shall cost and be fairly worth at least \$2,500.00, and be constructed according to modern architecture.

The use of any part of said premises for any of the following purposes, viz, for a garage for automobiles, other than private automobiles for the use of the occupant of said premises; for a factory, store or place for sale of anything upon the premises; for the giving of any public show, exhibition or entertainment for profit; for the erection, maintenance or use of any privy or privy vault above the surface of the ground, or the disposal of any sewage, other than in a generally approved and thoroughly sanitary manner; the keeping of chickens or other domestic fowls, horses, mules, cows, goats, sheep, hogs or a kennel consisting of more than 2 dogs at least 6 months old, shall be considered a breach of the aforesaid restrictions against the use of said premises for a purpose detrimental to the interests of a first class residence neighborhood. All of said restrictions shall be construed as "covenants running with the land", and binding not only upon the said party of the second part, but her heirs, executors, administrators and assigns.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal this 16th day of July, 1927.

Duly signed, sealed, witnessed
and acknowledged.

George H. Gabel

Covenants, conditions and restrictions contained in Quit Claim Deed, executed by George H. Gabel, single, to M. E. Carmody, by an instrument dated March 28, 1928, and recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on April 2, 1928 in Volume 78 of Deeds on page 6, Document No. 96457, which recites as follows:

That the grantor, first party, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the grantee, second party, her heirs and assigns forever, the following described real estate, situated in Ozaukee County, Wisconsin:

Lots numbered 29 to 38, both inclusive, in Block numbered 1, all in Forest Beach on Lake Michigan, a Subdivision in Section 1, Town 11 North, Range 22 East, and in Section 36, Town 12 North, Range 22 East,

Together with and subject to all the easements and restrictions contained in a certain deed executed by the grantor to the grantee, dated and acknowledged July 16, 1927, and recorded in the office of the Register of Deeds in and for Ozaukee County, Wisconsin, on July 19, 1927, in Volume 75 of Deeds, pages 477-479, Document Number 94981.

And Reserving an easement for private highway purposes 25 feet in width across the Westerly 60 feet of Lots numbered 29 to 38, both inclusive in Block Numbered 1, the exact location thereof to be designated by said grantor, to be used jointly by the owners from time to time, of any part of said Forest Beach on Lake Michigan, subject to the payment by each such owner of a fair -- proportion of the cost of maintaining the road thereon in good repair and conditions, and reserving the right to dedicated the same, or any part thereof, to the public, and to construct and maintain water and sewer pipes and electric distribution and telephone lines and conduits thereon and therein.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all the right, title, interest, claim or demand whatsoever of the said grantor, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have And To Hold said premises above described, with the hereditaments and appurtenances, to the grantee, her heirs and assigns Forever.