

**Declaration of Covenants,
Conditions, Restrictions &
Easements for Cobblestone
Lake Subdivision**

THIS DECLARATION, made on the ____ day of _____, 2005, by **Cobblestone Lake Developers, Inc.**, an Illinois corporation, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of the real property generally known as **Cobblestone Lake** and is described as follows:

West one-half (W ½) of the Southeast Quarter (SE ¼) of Section Twenty (20), Township Twenty-six (26) North, Range One (1) West of the Third (3rd) Principal Meridian, Woodford County, State of Illinois.

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in **Cobblestone Lake** and for the maintenance of property and improvements therein, and to this end desires that these covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, apply to certain real property located in Woodford County, Illinois, described as follows:

Lots 1 through 15, Outlot A and Outlot B inclusive, in the Cobblestone Lake Subdivision, Eureka, Illinois, according to the Plat hereof recorded June 8, 2005 as Document No. 503773, in Book 50, Page 76, which is legally described as the West one-half (W ½) of the Southeast Quarter (SE ¼) of Section Twenty (20), Township Twenty-six (26) North, Range One (1) West of the Third (3rd) Principal Meridian, Woodford County, State of Illinois.

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values in **Cobblestone Lake** to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer will cause to be incorporated under the laws of the State of Illinois, the **Cobblestone Lake Homeowners Association, Inc.** a non-profit corporation, for the purpose of exercising the aforesaid functions.

NOW THEREFORE, Developer declares that the real property described above and any additional property as may by subsequent amendment be added to and subjected to this Declaration shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth for the purpose of protecting the value, desirability and aesthetically pleasing atmosphere of and which shall run with the real property submitted to the Declaration and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof

ARTICLE 1 – Definitions

- 1.1. "Architectural Committee"** shall mean and refer to the Developer and other individuals appointed from time to time by the Developer.
- 1.2. "Area of Common Responsibility"** shall mean and refer to the Common Area, together with those areas, within the Cobblestone Lake Subdivision, if any, which by contract with any person or other legal entity becomes the responsibility of the Association.
- 1.3. "Association"** shall mean and refer to the Cobblestone Lake Homeowners Association, Inc., an Illinois nonprofit corporation, its successors and assigns.
- 1.4. "Association Properties"** shall mean and refer to any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter designated by Developer as Association Properties or held for the common use and enjoyment of the Owners. All Association Properties, except the Lake Area, are to be devoted to and are intended for the common use and enjoyment of the Owners, their families, guests of the Owners, persons occupying residential accommodations of Owners on a guest or tenant basis.
- 1.5. "Board of Directors" or "Board"** shall mean and refer to the elected body of the Association using its normal meaning under Illinois corporate law.
- 1.6. "By-Laws"** shall mean and refer to the By-Laws of the Cobblestone Lake Homeowners Association, Inc., as amended.
- 1.7. "Common Area"** shall mean those portions of **Exhibit "A"** property which are or become, pursuant to the Declaration and any Addendum, Property of the Cobblestone Lake Homeowners Association, Inc.
- 1.8. "Common Expenses"** shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration and the By-Laws and Articles of Incorporation of the Association.
- 1.9. "Community-Wide Standard"** shall mean and refer to the standard of conduct, building standard, maintenance or other activity generally prevailing in the Subdivision. Such standard may be more specifically determined by the Board.
- 1.10. "Declaration"** shall mean and refer to the Covenants, Conditions, Restrictions and Easements and all other provisions herein set forth in this entire document, as may from time to time be amended.
- 1.11. "Developer"** shall mean and refer to Cobblestone Lake Developers, Inc., an Illinois corporation, or any successor in title or any successor in interest to all or any portion of the Property then subject to this Declaration.
- 1.12. "Lake Area"** shall mean the surface area of the lake and the lake dam. The "Lake Area" shall not include the "Common Area" and the "Common Area" shall not include the "Lake Area." The Lake Area shall be accessed only by Owners or their guests having lake frontage property.
- 1.13. "Lake Frontage Property"** shall mean any lot in Cobblestone Lake that borders the lake shore line.
- 1.14. "Lot"** shall mean any plot of land shown on the recorded subdivision map referred to above, with the exception of any common area.
- 1.15. "Member"** shall mean and refer to a person or entity entitled to membership in the Association as provided herein.
- 1.16. "Mortgage"** shall mean and refer to a deed to secure debt and a deed of trust, as well as a mortgage.
- 1.17. "Mortgagor"** shall mean and refer to the trustor of a deed of trust and the grantor under a deed to secure debt, as well as a mortgagor.

1.18. "Owner" shall mean and refer to the record owners, whether one or more Persons or entities, of any Residential Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

1.19. "Parcel" shall mean and refer to separately designated, residential areas comprised of various types of housing and undeveloped residential Lots initially or by amendment made subject to this Declaration.

1.20. "Person" shall mean and refer to a natural person, corporation, partnership, Association, trust or other legal entity, or any combination thereof.

1.21. "Structure" shall mean and refer to: (i) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, or part thereof, garage, barn, porch, deck, gazebo, shed, tree house, greenhouse or bathhouse, coop or cage, screening, enclosures, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill, ditch, diversion dam or flow of surface waters from, upon or across any Lot, or which artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than (6) inches, whether or not subsection (ii) of this Section 21 applies to such change.

1.22. "Subdivision" shall refer to Cobblestone Lake or Cobblestone Lake Subdivision.

ARTICLE 2 – Membership & Voting Rights

2.1. Membership. Every owner of a Lot who is subject to this Declaration shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to this Declaration and shall pass automatically to an Owner's successor-in-title to the Lot. No Owner, whether one or more Persons, shall have more than one (1) membership per Residential Lot owned. In the event of multiple Owners of a Residential Lot, votes and rights of use and enjoyment shall be as provided herein.

2.2. Voting Rights. The Association shall have two classes of voting membership, Class "A" and Class "B" as follows:

(a) **Class A.** Class "A" Members shall include all Owners of Residential Lots with the exception of the Class "B" Members. Members shall be entitled on all issues to one (1) vote for each Residential Lot in which they hold the interest required for membership by Section 2.1 hereof, there shall be only one (1) vote per Residential Lot. When more than one Person holds such interest in any Residential Lot, the vote for such Residential Lot shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Residential Lot's vote shall be suspended in the event more than one Person seeks to exercise it.

(b) **Class B.** Class "B" Members shall be the Developer and any successor of Developer. The Class "B" Member shall originally be entitled to 3 votes for each lot owned. The Class "B" membership shall cease and be converted to Class "A" membership when total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on the **1st day of January 2020**, whichever occurs first.

ARTICLE 3 – Architectural Committee

Cobblestone Lake has been designed to provide a high quality environment for property Owners. All those associated with or impacted by these covenants and the Association benefits from the maintenance of the highest design and operation standards. This Declaration indicates that development and maintenance standards have been established and will be in effect throughout the Subdivision's economic life. These covenants are the basic principles that protect the values of all Subdivision property Owners.

All property that is now or may hereafter be subject to this Declaration is subject to architectural and environmental review. This review shall be in Accordance with this Article and such other standards as may be promulgated by the Board, or the Architectural Committee. The Board shall have the authority and standing on behalf of the Association to enforce in courts of competent jurisdictions decisions of either Committee.

3.1. Purpose, Powers and Duties of the Architectural Committee. The purpose of the Architectural Committee is to assure that the installation, construction or alteration of any Structure on any Lot is in Accordance with the standards determined by the Architectural Committee.

3.2. Construction, Review and Approval. The developer, or his/her designee, shall serve as an Architectural Committee. Prior to construction on any lot the Architectural Committee shall approve in writing the following:

- (a) The plans and specifications of the principal building(s) and any out buildings(s) constructed on any lot(s);
- (b) The location of the principal building on the lot;
- (c) The proposed finished guide elevations of the lot;
- (d) The proposed location and exterior finish of any out building;
- (e) The proposed location of any fence;
- (f) All minimum square footage of building plans not specifically identified;
- (g) All other items requiring approval by the Architectural Committee.

3.3 Variance. A variance may be petitioned before the Architectural Committee from the documented provisions of the Use Restrictions wherein the granting thereof will not be materially detrimental or injurious to the owner(s) of other lots. The Architectural Committee may use the following guidelines as criteria for reviewing said variance request: (1) if there is a reason for finding a "hardship" based on a peculiar topographical condition of the land; or (2) if there exists a condition whereby no other feasible alternative is available to remedy the situation. The Architectural Committee shall have the sole discretion to grant or deny any variance.

ARTICLE 4 – Assessments

4.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by Acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (i) annual assessments, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, including reasonable attorneys fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the Lots and costs and expenses incident to the operation of the Association, including without limitation the following:

- (a) Maintenance and repair of common area, including the entrance sign(s).
- (b) Maintenance and repair of the lake, lake shoreline and lake dam.
- (c) Liability insurance insuring the Association against any and all liability to the public, to any owners, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association, and shall be reviewed as least annually and increased/decreased at the discretion of the Association.
- (d) Workmen's compensation insurance to the extent necessary to comply with the Workers' Compensation Act of the State of Illinois and any other insurance deemed necessary by the Board of Directors of the Association.
- (e) A standard fidelity bond covering all members of the Board of Directors of the Association.

- (f) Payment of all taxes, payment of any mortgage or other loan and all costs and expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

4.3. Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated common expenses of operating the Association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessment shall be as follows:

(a) Until December 31 of the year immediately following the conveyance of the first lot by Developer to an owner, the maximum annual assessment shall be **\$150 for non-lake-frontage lots** and **\$300 for lake-frontage lots**.

(b) From and after January 1st of the year immediately following the conveyance of the first lot by Developer to an owner, the maximum annual assessment may be increased by the vote or written assent of a majority of all votes entitled to be cast under Article 2 – Membership & Voting Rights.

The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Developer, so long as there is a Class B member, or (ii) a vote of a majority of the Owners voting in person or by proxy at such meeting on the date when there is no longer a Class B member. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proved inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

4.4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy special assessments in any assessment year for common expenses, applicable to that year only, provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of the members of each class voting in person or by proxy at a meeting duly called for such purposes. Special assessments may be fixed at a non-uniform rate for lots.

4.5. Notice for any Action Authorized Under Section 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 above shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

4.6. Effect of Nonpayment of Assessments; remedies of the Association. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the current statutory judgment rate of 9% as noted in the Illinois Code of Civil Procedure. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his Acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in like manner as a mortgage foreclosure on real property, and such Owner hereby expressly grants to the Association in connection with the foreclosure of said lien the irrevocable power of attorney to sell the said Lot subject to the aforesaid lien at the usual place for conducting sales at the courthouse in **Woodford** County, Illinois, to the highest bidder for cash, after advertising the time, terms and place of said sale once a week for four (4) weeks immediately preceding such sale in the paper in Sheriff's advertisements for **Woodford** County, Illinois are published. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The bid for the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Association Properties, abandonment of his Lot or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to Acceptance thereof by the Association, a deed in lieu of foreclosure. If an assessment is not paid on or before the date when due, the Association may also suspend the voting rights and right to use any Association Properties of such delinquent member. Any such suspension shall not affect such member's obligation to pay assessments coming due during

the period of such suspension and shall not affect the permanent charge and lien on such member's Lot in favor of the Association.

4.7. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any deed representing a first lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure or any proceeding in lieu thereof shall relieve such Lots from liability for any assessments thereafter becoming due or from the lien thereof.

4.8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (i) all properties to the extent of any easement or other interest therein dedicated and Accepted by the local public authority and devoted to public use; (ii) all Association Properties; (iii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption; (iv) any Lot owned by the Developer which does not contain an occupied residence. Notwithstanding any provisions herein, no land or improvement devoted to dwelling use shall be exempt from said assessments, charge or liens except Lots owned by the Developer not containing an occupied residence.

ARTICLE 5 – Property Rights

5.1. Member's Easement of Enjoyment to Lake Area. Subject to the provisions herein, only Owners having a lot bordering the lake, known as lake-frontage property, shall have access to the Lake or Lake Area. Non lake-frontage property owners shall not have the right to use the lake, lake area or drainage easement(s).

5.2. Utility Easements. There is hereby created in favor of the Association an easement upon, across, over, through and under all of the Association Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television cable or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Association Property and the Lots, to inspect and to perform the duties of maintenance and repair to the Association Property and the Lots, as provided herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or thereafter approved by Developer or the Board. Should any utility furnishing a service covered by the general easement herein provided, Developer or the Association shall have the right to grant such easement on the Association Property without conflicting with the terms hereof.

5.3. Easement for Developer. Developer hereby reserves for itself, its successors and assigns, the following easements and rights-of-way, on, over, under and through the Property and the Association Property for so long as Developer owns any Lot primarily for the purpose of sale:

(a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;

(b) For the construction of improvements on the Lots;

(c) For the installation, construction and maintenance of storm-water drains/detention, public and private sewers, if any, and for any other public or quasi-public utility facility;

(d) For the use of the Association Property and any sales offices, model units, marketing signs and parking signs in connections with its efforts to market Lots;

(e) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots;

(f) For public or private road access to adjoining properties.

5.4. Easements for Association. There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Association Property and the Lots to perform their respective duties.

5.5 Drainage Easements. All drainage easements, as noted on the recorded Final Plat, shall be maintained by lot owners with property encumbered by a drainage easement. Bordering lot owners, with lots encumbered by a drainage easement (lots 4 & 5, 5 & 6 and 6 & 7), shall share in the maintenance of drainage easements. The drainage easements and drainage tile shall be kept in good repair. No tree or other vegetation, other than grass, shall be planted, allowed or maintained on any drainage easement. If in the view of the Association the lot owner's, encumbered by the drainage easement, do not properly maintain the drainage easements, then the Association shall have the right to maintain the drainage easement and the lot owner encumbered by said easement shall be responsible for all costs associated with said maintenance. Nothing herein shall give any non lake-frontage property owner the right to use the lake or lake area via a drainage easement.

5.6 Entrance Sign Easement. There shall be an easement located on the southwest corner of Lot 13 for placement and maintenance of an entrance sign. There shall be an easement located on the southeast corner of Lot 14 for placement and maintenance of an entrance sign.

5.7 Future Development. Developer hereby reserves unto itself the right to subsequently develop, subdivide and improve the premises shown on the final plat as Outlot B.

5.8. Outlot A. Outlot A shall be deeded to the Association for the purposes as stated herein.

5.9. Member's Easement of Enjoyment to Common Area. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area (including, without limitation, the right of pedestrian, but not vehicular access, ingress and egress to and from his Lot over those portions of the Association Properties from time to time designated for purposes) subject to any restrictions or limitations contained in this Declaration or the By-Laws. In addition, this right and easement shall be subject to any restrictions or limitations contained in any deed conveying the Common Area to the Association. This right and easement shall also be subject to any restrictions or limitations contained in any amendment to the Declaration subjecting the Common Area to this Declaration. The right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following:

(a) The right of the Association to adopt and publish rules and regulations governing the use of the Association Properties.

(b) The rights of the Association to borrow money for the purpose of improving the Association Properties or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon, and, upon the assent of two-thirds of the Class A members and the Class B members, if any, to give as security a mortgage conveying all or any portion of the Association Property. The lien and encumbrance of any such mortgage, however, shall be subject and subordinate to all rights, interest, easements and privileges herein reserved or established for the benefit of Developer, and Owner, or the holder of any mortgage, irrespective of when executed, given by Developer.

(c) The right of the Association to dedicate or transfer all or any part of the Association Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members, agreeing to such dedication or transfer, has been recorded.

(d) The easements reserved elsewhere in this Declaration.

5.10. Declaration of Use. Any Owner may delegate, in Accordance with the By-Laws, his right of use and enjoyment in and to the Association Properties, the improvements thereon to the members of his family, his tenants, guests and invitees, subject to such regulations and fees as may be established from time to time by the Association.

5.11. Title to Association Properties. Notwithstanding any provisions to the contrary herein, title to the Association Properties shall be conveyed to the Association by the Developer after all Lots placed for sale by the Developer have been sold or at such earlier time as the Developer may elect, and only at such time shall the Association have the right to control said Association Property subject to the terms herein. Prior to that time, the Developer shall control the Association Properties. Developer may place a provision in the deed which provides that title to the subject property will revert to the Developer if the property ceases to be used as an Association Property for the benefit of the Association.

5.12. No Partition. There shall be no judicial partition of the Property or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration. Additionally, no Lot shall be split, divided or otherwise conveyed in part, unless the Architectural Committee first approves the same in writing. This Section shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to or disposing of real property that may or may not be subject to this Declaration.

ARTICLE 6 – Use Restrictions

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

6.1. Residential Use. All Lots shall be restricted to residential use. Each residential lot shall be used for one single family private dwelling per Lot. Developer shall have the right to use one or more Lots for public or private road Access to adjoining properties. Except for sales offices and activities of Developer related to the property, no business or commercial uses may be made on the premises of any residential lot, however, provided that permission to operate home businesses such as are generally defined as “cottage industries” exemplified by sewing goods, Tupperware sales, craft objects, carvings, stained glass, photography, paintings, woodworking, specialty advertising sales and professional home offices may be granted upon request by the Architectural Committee upon an express finding that such home business activity will not unreasonably interfere with the peace and quiet of the neighborhood, significantly increase traffic or create a safety hazard.

6.2. Cobblestone Lake Restrictions. The following restrictions regarding Cobblestone Lake shall apply:

(a) **Lake Use.** Use of Cobblestone Lake shall be limited to lake-frontage property/lot Owners and their guests.

(b) **Water Craft.** Use of Cobblestone Lake shall be restricted to battery-powered, wind-powered or paddle-powered boats only, no jet skis or other fossil-fuel powered boats or other vehicles shall be allowed on the waters of Cobblestone Lake

(c) **Dam Maintenance.** The Cobblestone Lake dam shall be maintained by the Association.

(d) **Shore Line Maintenance.** Each individual lake-frontage property/lot Owner shall maintain his/her shore line in good condition. The Association shall be responsible to treat the lake for moss, bacteria or other matters.

(e) **Trees.** Trees and other vegetation, other than grass, shall not be planted, allowed or maintained within forty (40) feet of any lake shore line.

(f) **Docks.** Any and all lake dock construction shall be approved by the Architectural Committee before commencement of construction.

(g) **Geothermal.** No geothermal coils shall be installed in or on the lake. Geothermal coils or geothermal wells may be installed on any lot owner’s property so long as they are installed more than forty (40) feet from the lake shore line and not installed on any easement.

(h) **Water Usage.** No lot owner shall use any water from the lake for irrigation purposes, nor shall any lot owner use any lake water for any purpose other than for emergency fire protection.

6.3. Lot Improvements. All construction of dwellings, accessory structures and other improvements shall be constructed of good and suitable materials, first-class workmanship and undertaken with the following guidelines:

(a) Performance Time Requirements. Purchasers of lots in the subdivision (or additions thereto) specifically agree that if they have not started construction of a residence on the property contracted for **within five (5) years from the date of closing**, then Developer is herewith given the exclusive right and option to repurchase said lot for the price paid to the Developer, free and clear of any and all liens or encumbrances due to the action of the purchasers. In the event of such repurchase, taxes shall be prorated to the date of repurchase. This provision is set forth to help speed the development of the overall subdivision, and Buyers acknowledge and agree to comply with the same in total. **Construction of the residence on the lot shall be completed within one (1) year from the date construction commences.**

(b) Plans and Construction Materials. No Structure shall be commenced, erected, placed, moved onto, or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure, unless plans and specifications therefore shall have been submitted to and first approved in writing by the Architectural Committee. The Architectural Committee shall have the right to disapprove any plans and specifications submitted pursuant to this paragraph because of any of the following:

(1) The failure to include information in such plans and specifications as may be usual and customary or as may have been reasonably requested; or

(2) Any other matter which in the judgment of the Architectural Committee, would be likely to cause the proposed installation, construction or alteration of a Structure to fail to be in conformity and harmony of external design and general quality with the existing standards of the neighborhood or the location of the Structure would be incompatible with the topography, finished ground elevation and surrounding Structures.

(c) Construction Materials.

(1) New building materials shall be used on construction. No "used materials", except brick and stone, shall be used for or in the construction.

(2) All structures shall have at least **90% of the front composed of either brick or stone and the remaining 10% may be of a stucco or wood siding** and no vinyl or aluminum siding will be allowed on the front of any residential structure. The "front" location of structures placed on lots shall be approved by the Architectural committee.

(3) Concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any structure.

(4) Developer reserves the right to deny the use of any exterior type materials not thought to be in the best interest of the neighborhood and the Cobblestone Lake Subdivision (and additions thereto) specifically.

(d) Minimum Square Footage. The minimum square footage of living space (exclusive of garages, carports, enclosed porches, terraces, breezeways, storage and basements) above the ground of each lot constructed shall be as follows:

(1) Ranch Style (Square feet on one level) – 2,000 square feet

(2) Two-Story (Square feet on two floors) – 2,600 square feet

(3) Other Plans – Square footage shall be approved by Architectural Committee.

(e) Basement. Each dwelling shall have a one-half or full basement with a minimum size of 500 square feet. All residences shall have basements and no construction shall be allowed on slabs.

(f) Footing Tile. Footing tile systems shall be installed off the footings so that the bottom of the inside diameter is one-half inch below the top of the footings.

(g) Downspouts. All downspouts shall discharge above ground onto splash blocks or other dispersing devices, with the water flow directed away from septic tank fields.

(h) Garage. Each residence shall have an attached garage for not less than two (2) cars wide and not more than four (4) cars wide.

(i) Setbacks. The required distances between property lines and improvements upon a Lot shall be shown on the Final Plat.

(j) Temporary Structure. No structure of a temporary character, trailer, basement or garage shall be used on any lot at anytime as a residence, either temporarily or permanently. No building shall be occupied until the exterior surface has been completed, including final painting if such construction calls for same.

(k) Surplus Dirt. All surplus dirt should be properly disposed of on the Owner's lot or outside of the Subdivision. By reasonable written notice Developer may require any lot Owner to dispose of dirt on certain locations within the confines of the Subdivision.

(l) Erosion Control. No activity that will create an erosion or siltation problem shall be undertaken on any Lot without the prior written approval of the Architectural Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Committee may as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, for example, physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape.

(m) Driveway. Each lot driveway shall consist of white rock, an oil and chip surface, a blacktop surface or a concrete surface.

(n) Shared Drive. Lot 7 and Lot 8 shall share a common driveway and a common entrance to the cul-de-sac. The owners of Lot 7 and Lot 8 shall share equally in the maintenance, expense and upkeep of said driveway. The shared driveway for Lot 7 and Lot 8 may be used in the future by owners of Outlot B.

(o) Well & Septic. Each lot Owner is responsible to maintain his/her own underground well and septic system. One or more Lot Owners may agree to share a well. Each Lot Owner shall abide by the Illinois Department of Public Health and the Woodford County Health Department rules and regulations regarding septic system and underground well installation and maintenance.

(p) Entrance Permit. Each Lot Owner shall make an application for an entrance permit with the Olio Township Road District Commissioner prior to installation of an entrance culvert.

(q) Easements. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right-of-way. Trees, shrubs or other vegetation of any kind, other than grass, alfalfa or the like, shall not be planted or maintained on any easement, reservation or right-of-way.

6.4. Approval & Construction. Before the commencement of any construction on any Lot, the building design, location, construction plans and construction materials shall be approved by the Architectural Committee. All lots approved for construction shall be maintained in a professional workmanlike manner, with all debris and trash confined to a trash receptacle of suitable size to accommodate the amount of rubbish for the lot. No fill, top soil, sand gravel or other materials shall be placed on the road, road right-of-way or adjoining property at any time. All construction equipment shall be parked on the lot and not impede traffic flow or create a hazard for driving. Washing out of cement trucks in the road right-of-ways, ditches or adjoining property will result in the contractor/property owner being subject to a Stop Work Order immediately. The cost for removing the wash will be borne by the contractor/property owner as deemed necessary by the

Architectural Committee. Any damage to adjoining property, roads, ditch lines or common areas will be subject to a Stop Work Order until the restoration is completed in a manner satisfactory to the Architectural Committee.

6.5. Signs. No signs shall be installed, altered or maintained on any Lot or Structure visible from the exterior. Signs required by legal proceedings shall be allowed. Not more than one "For Sale" sign and such sign shall not be more than four (4) square feet in area. Directional signs for vehicle or pedestrian safety are allowed. All signs shall be removed promptly after transaction is completed. Developer reserves the right to install and maintain any size sign for use in marketing the Subdivision. Developer reserves the right to install an entrance sign at either entrance to the Subdivision from **700 North (Guth) Road**.

6.6. Fences and Walls. All fences shall be approved by the Architectural Committee and all fences shall be maintained in good repair. There will be allowed only, small privacy fences or fences for swimming pools. No fence, hedge or wall or other dividing instrumentality over **six (6) feet in height** measured from the ground on which it stands shall be constructed or maintained on any lot. Chain link fencing may only be constructed in the rear yards of any lot not closer to the front line than a line formed by an imaginary exterior of the residence facing the rear yard.

6.7. Landscape. After a dwelling is constructed on a Lot, the front yards and all grass areas shall be maintained to have a full stand of grass within six (6) months after completion of the construction of a home. Grass shall be kept mowed to a reasonable height and no prairie grass or other tall grass shall be allowed. Not less than three (3) hardwood trees that are at least one (1) inch in diameter and four (4) bushes or evergreens shall be planted within ninety (90) days from completion of the dwelling, weather permitting. Developer reserves the right to lease unsold lots for agricultural use to consist of corn, beans, wheat, oats, hay or like crops.

6.8 Lot Maintenance. All lot owners and/or occupants shall be responsible for keeping his/her lot clear of all trash, garbage or other offensive debris, keep all swing-sets in good repair and shall keep said lot maintained in a clean well manicured condition. Undeveloped lot owners shall be responsible for maintaining weeds and underbrush. All lot owners shall maintain the lots in such manner as to keep grass and weeds mowed so that they do not exceed a height of eight inches (8) inches. A failure of the lot owner to comply with this provision shall authorize Developer, without notice of the lot owner, to have the lot mowed and to charge the cost thereof to the lot owner, and to take legal action against the lot owner to collect for the cost of mowing if the same has been paid by the Developer, and further to collect from the lot owner all court costs and reasonable attorney's fees incurred in collecting the mowing charge whether through negotiation or litigation.

6.9. Antennae. No antennae or earth satellite dish for the transmission or reception of television or radio signals or the like shall be installed or maintained on the exterior of any structure or on any parcel exposed to view from any other Parcel, except Owner may install a satellite dish or receiver no greater than 36 inches in diameter.

6.10. Recreational Vehicles, Business Vehicles and Trailers. No mobile homes shall be placed on the property. While nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction, the use, appearance and maintenance of such a building and trailer shall be specifically approved in writing by the Architectural Committee prior to its being moved onto the construction site. No trucks in excess of $\frac{3}{4}$ ton in weight, semi cabs or trailers, campers, R.V.'s, travel trailers, recreational type vehicles, mobile homes, boats, boat trailers, motor bikes or trail bikes and/or similar type vehicles, shall be kept on any lot in the subdivision except entirely within the garage or other enclosed structure. Notwithstanding anything herein to the contrary, Developer may place a modular or mobile home on the Property for use as a temporary Sales Office.

6.11. Outside Storage. Outside storage of personal property shall not be allowed unless screened by enclosures, fences or other devices for which plans and specifications have been first approved in writing by the Architectural Committee.

6.12. Government Regulations. All government building codes, health regulations, zoning restrictions and other requirements applicable to the properties shall be observed. In the event of any conflict between any provision of any such governmental code, regulation, restriction or requirement of any provision of this Declaration, the more restrictive shall apply.

6.13. Drainage. No Lot Owner shall obstruct, interfere with or allow the obstruction or interference with natural drainage of irrigation water or rain water and shall provide a drainage culvert of not less than eighteen (18) inches in diameter and sufficient length to extend three feet on either side of any driveway abutting any street in the Subdivision. Each lot owner shall be responsible to maintain the underground drainage tile (plastic, clay, concrete or otherwise) on his/her property. Developer will construct drainage ways (swales) planted with a combination of brougham, rye and other grasses, across some of the lots in the subdivision to help filter storm water to the lake. With respect to the lots that have drainage ways, the owners will be required to maintain the drainage ways as follows:

- (a) Keep area trimmed and cut to grade at least three times per year.
- (b) Keep drainage ways free and clear of any growth except common grasses.
- (c) No structures, fences, trees or shrubbery shall be place in the drainage ways.

If the lot owners fail to maintain the drainage ways as provided above, the Association is hereby authorized to come onto said lots and maintain the drainage ways and charge the cost thereof to the lot owner and to file a lien to secure payment of said charges and Association shall be entitled to recover attorney's fees and costs incurred in collecting said charges.

6.14. Animals. No animals, livestock, horses or poultry of any kind shall be raised, bred or kept on any lot or on the common area. However, dogs, cats and common household pets in a total number not exceeding three (3) may be kept by each residential lot owner provided they are not kept, bred or maintained for any commercial use or sale. No animals shall be kept in exterior pens or cages, and only common household pets shall be allowed.

6.15. Abandoned Vehicles. No abandoned vehicle shall be permitted on any lot. A vehicle shall be considered abandoned if it remains non-operative for a period of thirty (30) days. In such instance the Association shall send a letter requiring removal of the vehicle within thirty (30) days of receipt of the letter and if the Owner does not comply within that period of time then the Association may have the vehicle towed away and stored at the violator's expense. No non-operational vehicles may be placed on a Lot unless kept in a garage.

6.16. Offensive Activity. No noxious or offensive activity or odors shall be permitted or carried on at any lot nor shall anything be done or placed therein that may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their lots or in the property of the Association.

6.17. Intoxicating Liquor. No intoxicating liquor shall be sold on said premises, nor shall there be any other commercial use permitted on any lot.

6.18. Trash, Etc... Trash, garbage, paper or other waste shall not be burned on the premises outside of the residence. All trash, garbage and other debris shall be promptly hauled away from the subdivision. Lot Owners will be responsible for construction of a garbage can enclosure for protection from animals and for aesthetic purposes. Construction trash and rubble can accumulate, but shall be removed within thirty (30) days after the completion of construction.

6.19. Sewage Disposal. No sewage collection system or sewage disposal shall be installed or used on any lot unless and until such system is designed, constructed and located in conformity with the then existing standards, regulations and criteria employed by the Woodford County Health Department acting under the direction and within the regulations of the State of Illinois. The Architectural Committee shall review and approve all sewage disposal system plans. No construction of any such system shall be undertaken until the plans, specifications and design thereof have received such approval and no such system shall be placed in use until the completed construction has received final governmental approval.

6.20. Firearms. No firearms shall be discharged on any lot or outlot within the subdivision.

6.21. Casualty Repairs. Any building or improvement that has been damaged by fire or other casualty causing the same to be unsightly shall be repaired, reconstructed or removed within six (6) months from the date of such casualty, unless prevented by causes beyond the control of the Owner, in a manner that will substantially restore it to its appearance and

condition immediately prior to the casualty. All structures, buildings and improvements erected on lots within the Subdivision shall at all times be kept in good repair and attractive.

6.22. Insurance Rates. Nothing shall be done or kept in the properties that will increase the rate of insurance on any Association property without the approval of the Architectural Committee or Board, nor shall anything be done or kept in the properties that would result in the cancellation of insurance on any Association property or which would be in violation of any law.

6.23. Association Remedies. In the event any Owner fails to comply with any affirmative duty imposed on Owners by or under the authority of this Declaration, the Association may perform such after fifteen (15) days prior written notice to the owner and charge the owner with the expense thereof. The Association shall have the right to enter the Owner's lot for this purpose but unless there exists an emergency, there shall be no entry into a building without the Owner's consent. In the event the Association is required under the terms of this section to perform a duty of the Owner, the cost thereof including reasonable attorney's fees, shall constitute an assessment payable by the offending Owner; that cost shall create a lien enforceable against Owner's property.

6.24. Developer's Rights. Nothing in this Declaration shall be construed to limit or interfere with the Developer's development of the property, construction of the amenities or the construction of utilities or other facilities contemplated by the final plat or subsequent phases as the Developer may create.

The Board may, from time to time, promulgate, modify, and delete regulations and use restrictions governing the use of Residential Lots, Parcels and the Common Area and the facilities thereon, including the imposition of reasonable user fees for the Common Areas and facilities thereon.

ARTICLE 7 – Maintenance, Rights & Obligations of Association

7.1. Association Responsibility. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Association Property and improvements thereon. The Association's responsibility with respect to the Association Property shall be deemed to include the maintenance, repair and replacement of (i) all roads, driveways, walks, parking areas and buildings and other improvements situated within the Association Property, (ii) such utility lines, pipes, plumbing, wires, conduits and systems which are a part of the Association Property, and (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Association Property.

The Association may, at the discretion of its Board, assume part or all of the maintenance responsibilities for any parcel or Residential Lot. In such event, all costs of such maintenance shall be assessed against those Members having an ownership interest in the Parcel or Residential Lot maintained. The assumption of this responsibility may take place either by the execution of an amendment to this Declaration by Developer, by contract or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard; provided, however, no such action shall be taken without giving the affected Owner of the affected Residential Lot fifteen (15) days written notice and an opportunity to perform maintenance necessary to comply with the Community-Wide Standard. The provision of services in accordance with this Section shall not constitute discrimination within a class.

7.2. Owner's Responsibility. Each Owner shall keep and maintain each Lot owned by him, as well as all landscaping located thereon, including the right of way, in good condition and repair, including but not limited to (i) repairing and painting (or other appropriate external care) of all Structures (ii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. If in the opinion of the Board, any Owner shall fail to perform the duties imposed by this Section, the Board shall take actions described in Section 7.1 herein.

7.3. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

7.4. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold and dispose of tangible and intangible personal property and real property.

7.5. Rules and Regulations; Sanctions; Enforcement. The Association, through its Board, may make and enforce reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration and the By-Laws.

Each Owner shall comply strictly with the By-Laws, the rules and regulations, and with the covenants, conditions, and restrictions set forth in this Declaration, any and all survey restrictions, and in the deed to his or her Residential Lot, if any, as any of the foregoing may be lawfully amended from time to time.

If an Owner does not comply with the Declaration, By-Laws, or rules and regulations, the Board may impose sanctions, which may include suspension of the right to vote and the right to use the Common Area and reasonable monetary fines, which shall constitute a lien upon the Owner's Residential Lot and which may be collected as provided herein for the collection of assessments.

Failure to comply with this Declaration, the By-Laws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Residential Lot or any portion of the Common Area to abate or remove, using such force as may be reasonably necessary, any thing, or condition which violates this Declaration the By-Laws, or the rules and regulations. The Board shall give the violating Owner **fifteen (15) days** written notice of its intent to exercise self-help. All costs of self-help including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

7.6. Additional Powers of the Association. In addition to the Rules and Regulations referenced above and throughout this Declaration, the Association shall have the following powers:

(a) To fix and to collect assessments or other charges to be levied against the Lots and/or Lot Owners; and,

(b) To manage, control, operate, maintain, repair and improve the Common Area(s) and any facilities located thereon, and property subsequently acquired by the Association, or any property owned by another, for which the Association by rules, regulation, the Declaration or contract has a right or duty to provide such services; and,

(c) To enforce covenants, conditions or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or By-Laws; and,

(d) To engage in activities which will actively foster, promote and advance the common interests of all Lot Owners in the Development; and

(e) To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein for any purposes of the Association; and,

(f) To borrow money for any purpose except as may be limited in the Declaration or By-Laws; and,

(g) To enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation or other entity or agency, public or private; and,

(h) To act as agent, trustee or other representative of other corporations, firms or individuals, and as such to advance the business or ownership interest in such corporations, firms or individuals;

(i) To adopt, alter and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, that such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration.

7.7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE 8 – General Provisions

8.1. Coverage and Right of Action. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the Right of Abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within thirty (30) days after the mailing of written notice of such violation or breach.

8.2. Severability. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase and work in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

8.3. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Developer.

8.4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorney's fees imposed upon or reasonably incurred by any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on Account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

8.5. Headings. The headings and articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance or such articles and sections.

8.6. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of fifty (50) years from the date this Declaration is recorded, at the end of which period to the extent permitted by law such Covenants and Restrictions shall be automatically extended for successive period of fifty (50) years each unless otherwise agreed to in writing by the then Owners of at least $\frac{3}{4}$ of the Subdivision lots.

8.7. Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers

created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time, any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance or contract of conveyance.

8.8. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to the Association or Board shall be in writing and shall be addressed to the President of the Association as his/her residence address. Notices addressed as above shall be deemed delivered upon mailing by United States First Class or Registered or Certified mail or when delivered in person.

8.9. Amendment. This Declaration may be amended in writing at any time and from time to time only if at least seventy-five (75%) percent of the owners of Lots vote to amend the same; provided, however, such Amendment by the Owners shall not be effective unless also signed by the Developer if Developer is the owner of any real property then subject to this Declaration. No Amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any Mortgage encumbering any Lot or the Association Property affected thereby unless such holder shall consent in writing thereto. Additionally, any such amendment shall not become effective until the instrument evidencing such change has been filed of record in the Office of the Clerk, **Woodford County**. Every purchaser or grantee of any interest in any Property made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section. Notwithstanding anything in this Declaration to the contrary, this Declaration may be amended unilaterally, from time to time, by the Developer to add additional property to this Declaration, and to encumber the same with this Declaration. The consent of the Owner shall not be required for any amendment under this section by the Developer to be effective.

8.10. Time of the Essence. In all instances where a Member, the Association, the Board of Directors, or the Board are required by the terms and provisions of this Declaration to pay any sum or to do any act at a particular indicated time within any indicated period, it is understood and agreed that time is of the essence.

8.11. Arbitration. All disputes in controversies of any kind and nature between the Members, the Association, the Board of Directors, or the Board, arising out of or in connection with this Declaration as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination thereof, including damages, shall be submitted to the arbitration of two (2) disinterested and competent persons who shall select a third, whose award shall be conclusive and binding on all parties. The parties stipulate and agree that the provisions of this Declaration as to arbitration shall be a complete defense to any suit, action, or proceeding instituted in any Federal, State or Local Court, or before any administrative tribunal with respect to any controversy or dispute arising during the period of this Declaration. The arbitration provisions of this Declaration shall, with respect to controversies or disputes, survive the termination or expiration of this Declaration. Nothing contained in this Declaration shall be deemed to give the arbitrators any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of this Declaration. Any party may demand arbitration in writing by giving any other party thirty (30) days notice. The arbitrator, as part of the arbitration award, shall determine which party or parties pay the costs of arbitration.

8.12. Governing Law. The laws of the **State of Illinois** shall govern the validity, interpretation, performance and enforcement of this Declaration.

IN WITNESS WHEREOF, Cobblestone Lake Developers, Inc. has caused this Declaration to be executed in its name and by its fully authorized officers.

Cobblestone Lake Developers, Inc.
By: Scott D. Dies, President

Date

Windy Hill Investment Group, LLC
By: Darrell E. Dies, Member

Date