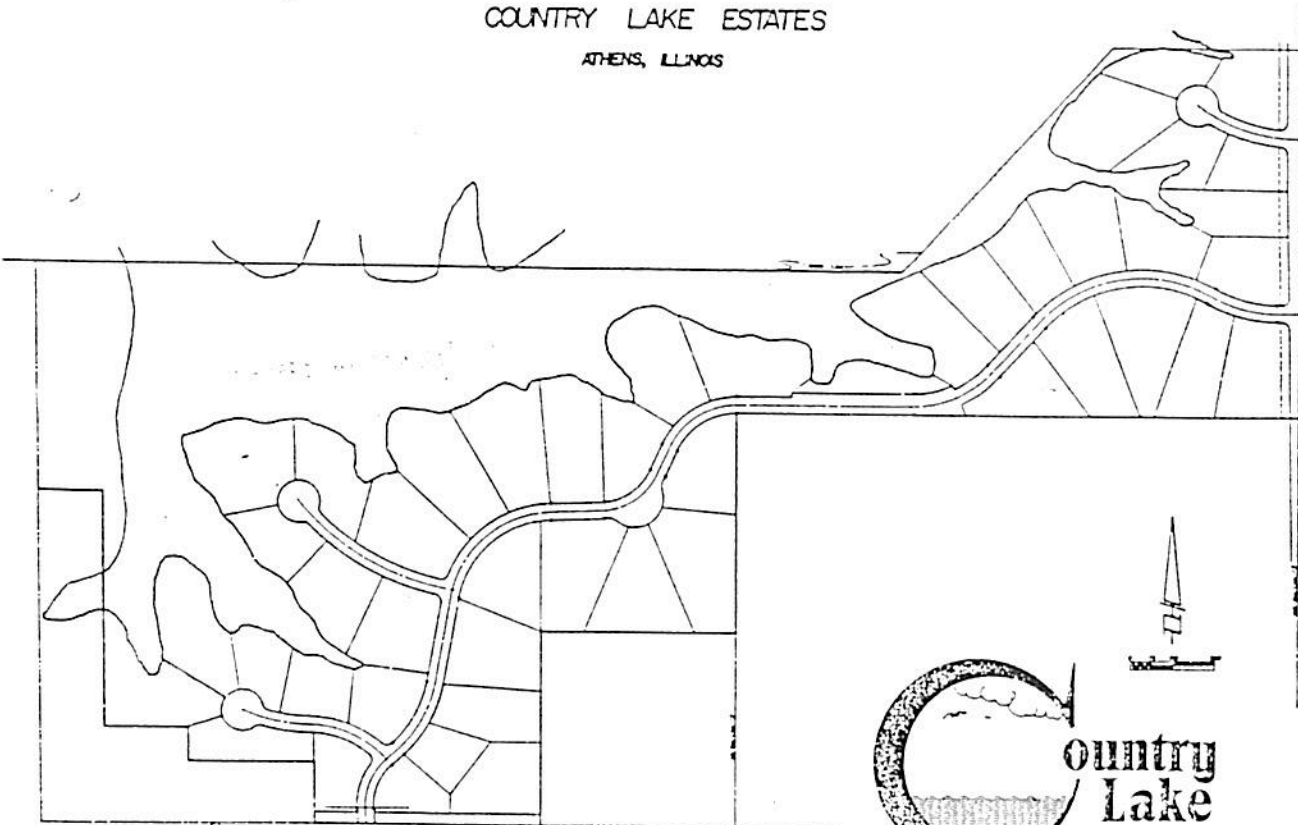


1ST ADDITION



COUNTRY LAKE ESTATES
ATHENS, ILLINOIS





1 inch = 300 feet



TR 7	TR 17	TR 34	TR 35
TR 8	TR 18	TR 33	TR 36

DECLARATION OF RESTRICTIVE COVENANTS

Country Lake Estates—First Addition BY LINCOLN COUNTRY DEVELOPMENT, INC.

For the property described in the Plat thereof and recorded in the Menard County Recorder's Office, Menard County, Illinois as
Document No. _____ in Book _____ at Page _____

The covenants hereinafter enumerated shall apply to each of the lots, one (1) through forty-seven (47), of COUNTRY LAKE ESTATES SUBDIVISION for the periods of time as hereinafter set forth. "Property" and "Lot" shall be synonymous and Lot shall mean a platted portion of land as shown on the above referred to plat and Property shall refer to any Lot or Lots or portion thereof adjacent to each other and owned by one or more persons or entities in joint tenancy or as tenants in common.

1. That lots numbered six (6) through thirty-five (35), as shown on the recorded plat of the subdivision, shall be used only for single family private dwelling purposes with no more than one such dwelling per lot.
2. That lots numbered one (1) through five (5) and thirty-six (36) through forty-seven (47), as shown on the recorded plat of the subdivision, may be used for either single family or multi-family dwelling purposes. Multi-family shall mean:
 - a. Any private dwelling having a common roof with more than one dwelling unit and but not to exceed two (2) dwelling units with no more than one such structure per lot.
3. No trailer, tent, shack, barn, stable, temporary building, out building, or guest house shall be erected on any property in the subdivision, without written approval from the Architectural Control Committee.
 - a. No garage shall be constructed, except as an integral part of the residence it is intended to serve.
4. No private dwelling or multi-family dwelling unit shall contain less than 1,200 (one thousand two hundred) square feet of living space on the ground floor, excluding garages and unfinished basements and all structures shall be of quality workmanship and materials.
5. Within eighteen (18) months after construction of any residential unit is begun upon any lot, four (4) trees, in addition to trees thereon at the time that construction is begun, shall be planted and thereafter nurtured and established to enhance the beauty of the lot and the subdivision.
 - a. In order to maintain environmental continuity and compatibility, any additional landscape development on the lot, shall be reviewed and approved prior to actual construction by the Architectural Control Committee.
6. No residential unit, including attached porches, breezeways and garages, shall be erected on any property nearer to the front line of said property than the minimum setback line as shown on the recorded plat of the subdivision. No building shall be constructed closer than ten (10) feet to either side of the owners' property line or easement areas (provided, however, that in the case of corner lots, the setback from the side street line shall not be less than the minimum setback line as shown on the recorded plat of the subdivision).
 - a. No residential unit, as described in paragraphs 1 and 2, shall exceed 80% (eighty) of the property width at the building line upon which such unit is to be or is constructed.
 - b. No building shall be constructed on any property contiguous to the lake, except lots numbered twenty-two (22), twenty-three (23), forty-one (41) and forty-seven (47), as shown on the recorded plat of the subdivision, closer to the shoreline than one-third (1/3) of the average property depth. Variation due to lot

LINCOLN COUNTRY DEVELOPMENT, INC.

topography may be allowed by the Architectural Control Committee.

- c. Each residential dwelling shall be placed, in a manner, as to blend into the tone of the development.
 - d. Carports shall have a minimum width of ten (10) feet, and be of maintained gravel or hard surface.
 - e. Driveways shall have a minimum width of ten (10) feet, and be of maintained gravel or hard surface.
 - f. No fence on the front lot line shall be closer than ten (10) feet to public Right of Way, as recorded on the subdivision plat, nor shall it exceed a height of five (5) feet maximum. Side fences and rear fences shall not encroach into the easement areas.
7. All television antennas and towers shall be placed to the side of the dwelling structures.
 - a. All compressors and cooling towers used in conjunction with central air conditioning shall be installed in such manner as to contribute to the exterior beauty and planning of the dwelling and not to become an annoyance and nuisance to the neighborhood.
 8. No building shall be erected, driveway constructed, or swimming pool installed, placed or altered until the construction plans, specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. Should the Architectural Control Committee not act by accepting or rejecting said plans within thirty days of presentation to said Committee by the property owner, said plans shall be conclusively presumed to be approved by the said Committee.
 - a. Said grade lines shall be in conformity with the adjacent property and shall not interfere with the drainage from adjoining property.
 9. The Architectural Control Committee is composed of Don Hogwood, Delbert Johnson, and Bob Chaslar. A majority of the committee may designate a representative to act for it. In event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants.
 10. All construction must be diligently pursued to completion within a twelve (12) month period.
 - a. No building shall be occupied for living purposes, which is not functionally complete in detail, as to the exterior, nor shall any building materials, paint or building equipment be exposed to the public's view, if occupied as a dwelling.
 - b. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any property, at any time, as a residence, either temporarily or permanently.
 11. All utilities, including telephone, electric and T.V. cables other than for temporary service during construction, shall be underground. Propane tanks, if above ground, must be screened. Transformers and distribution pedestals for main lines and house leaders shall be located only as approved by the Architectural Control Committee.
 - a. Definition of the word screened, as used in paragraph 11, means shielding from view by means of shrubbery, hedges, and/or fences.
 12. No property owner or occupant shall permit any true commercial

13. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any property for the facilitation and carrying on of any trade, business or industry.
14. The owner of any property that is vacant, must cut the noxious weeds and maintain the property in husbandmanlike manner.
15. No obnoxious or offensive activity shall be carried on upon any property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
16. No sign of any kind shall be displayed to the public's view on any lot, except a "descriptive" sign stating the occupants' and/or owners' name or pseudonym.
 - a. The Architectural Control Committee shall approve all signs.
17. No spirituous, vinous, or malt liquor shall be sold or kept for sale on any property.
18. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property.
 - a. Dogs, cats or other household pets common to the area may be kept provided that they are not bred, kept or maintained for any commercial purposes.
 - b. No dogs, cats or other household pets common to the area shall be kept on any property until such property is improved with an inhabitable dwelling.
19. No property shall be used or maintained as a dumping ground for rubbish, and all trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
20. Upon the offering for sale of any dwelling in said subdivision, no "For Sale" sign shall be permitted to be displayed
 - a. For all intents and purposes, no property shall be further subdivided as recorded.
21. Any owner of any property in the recorded plat of the subdivision may install any septic sewage system that meets State and Federal requirements, if any.
 - a. Laterals shall not be built closer to the platted water level than fifty (50) feet.
22. The owner of any property, for himself, his heirs, successors and assigns, further agrees that each lot shall be subject to an annual charge in such an amount as will be fixed by Lincoln Country Development, Inc., hereafter called declarant, its successors and assigns, not, however, exceeding in any year the sum of Sixty Dollars (\$60.00) per lot as recorded on the plat of the subdivision. The assigns of the declarant may include a property owners association that may be organized for the purposes referred to in these restrictions, and, in case such an association is organized, the sums in this paragraph provided for shall be payable to such association. The owner of any lot, for himself and his heirs, successors and assigns, covenants that they will pay this charge to the declarant, its successors and assigns, on the fifteenth (15th) day

COUNTRY LAKE ESTATES SUBDIVISION

- of January in each and every year, and further covenants that the charge shall, on the date in each year, become a lien on the land, and shall continue to be such a lien until fully paid. Such charge shall be payable to the declarant, or its successors or assigns, and shall be devoted to the maintenance of:
 1. Lake;
 2. Roadways, as recorded on the subdivision plat;
 3. Streams;
 4. All other common and public areas of the subdivision.
23. The declarant shall have the right of ingress and egress to all common areas for maintenance and rehabilitation purposes, when required.
 - a. No property owner shall block or dam any drainage way or stream area, unless authorized in writing by the Architectural Control Committee.
24. That no owner of any property, that is contiguous to the lake in the subdivision shall build any boat dock without prior approval by the Architectural Control Committee.
 - a. No dock may extend over 1' beyond platted water line.
25. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless any of said covenants in whole or in part are changed, modified, or abolished as hereinafter provided. Any or all of said ~~restrictive covenants~~ restrictive covenants may be changed, amended, modified, or abolished by an instrument signed by all the then owners of sixty-five percent (65%) of the lots, each lot having one vote, by which instrument the lot owners agree to the change, amendment, modification, or abolishment of any or all of said covenants in whole or in part, which instrument or instruments shall then be recorded with the Menard County Recorder's Office. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
26. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
27. Should such property owners association be organized, the same may act as agent of the property owners under an irrevocable agency, coupled with an interest as beneficiary, of all covenants, restrictions, liens, and provisions contained herein and as an assignee of declarant would be and is vested with the right in its own behalf and in behalf of all owners and parties interested in the land to which the Declarations pertain to enforce all the covenants, liens, restrictions and provisions herein contained.
28. All of the foregoing restrictions are intended to constitute a general plan for the benefit of and enforceable by all present and future owners of or parties interested in any of the lots in said subdivision or any part thereof and their heirs and assigns as well as by the property owners association referred to in paragraph 29 & 22 hereof.

LINCOLN COUNTRY DEVELOPMENT, INC., A CORPORATION

By _____

ATTEST: _____

AMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS OF COUNTRY LAKE ESTATES FIRST
ADDITION BY MORE THAN 65% OF THE OWNERS
OF THE LOTS

For the property described in the Plat thereof and recorded in the Menard County Recorder's Office, Menard County, Illinois, as Document No. 102379, in Book 1, at page 82, the undersigned, being more than sixty-five percent (65%) of the owners of the Lots as evidenced by the hereinbefore described Plat, hereby agree to change, amend and modify the Declaration of Restrictive Covenants dated September 13, 1973 recorded in the Menard County Recorder's Office, Menard County, Illinois, as Document No. 102549, in Book 125, at page 7, and an amendment to such Restrictive Covenants dated July 15, 1975 and recorded in Book 129 at page 88 as Document No. 105442 in the office of Recorder of Deeds of Menard County, Illinois in the following manner:

1. Restrictive Covenant No. 14 shall be amended to read as follows:

"The owner of any property must cut the noxious weeds and mow or cut the property a minimum of three times during the growing season with a minimum of thirty days elapsing between each cutting and a maximum of sixty-five days elapsing between each such cutting and to otherwise maintain the property and all improvements situated thereon in a husbandlike manner and as to any lot facing upon the lake, the lake shore line thereof should be maintained in a husbandlike manner by the lot owner or occupant. Should the owner or occupant fail to perform the duties established in this paragraph, the declarant may, at its election so repair and maintain said lot and improvements or cut the noxious weeds and grass and keep in good condition and repair the lake and shore line and all charges incurred by declarant for such work shall be paid promptly by the lot owner or occupant upon billing thereof by the declarant; and such charges, including any court costs and reasonable attorneys fees, incurred by declarant in enforcing this Restrictive Covenant shall on the date of such billing become a lien on the lot in question and shall continue to be a lien thereafter until paid in full."

2. Restrictive Covenant No. 22 shall be amended to add thereto the following sentence:

"All court costs and reasonable attorney's fees incurred by the declarant in enforcing this covenant and the payment of the annual charge provided for herein shall be paid by the owner, his heirs, successors and assigns and such charges shall be a part of the lien of such unpaid annual charge until it is fully paid."