

STATE OF ILLINOIS } SS. NO. **167435**
MENARD COUNTY }

This Instrument was filed for Record in the
Recorder's Office of Menard County aforesaid on

FEB 09 2000

at 8:35 O'clock A.M. and recorded

in book 533 page 26 or Dept. _____

Ann Stuber Recorder

Plat Cab B pg 74

Country Lake Estates
4th ADDITION

DECLARATION OF RESTRICTIVE COVENANTS FOR
COUNTRY LAKE ESTATES SUBDIVISION, FOURTH 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, AND RECORDED AS
DOCUMENT NO. 167434 IN PLAT CABINET B AT PAGE 74

The covenants hereinafter enumerated shall apply to each of Lot Nos. 156 through 197 of Country Lake Estates Subdivision, Fourth Addition, for the periods of time as hereinafter set forth. "Property" and "Lot" shall be synonymous and "Lot" shall mean a platted portion of the land shown on the above referred to Plat and "Property" shall refer to any Lot or Lots or portions thereof adjacent to each other and owned by one person in fee simple or owned by more than one person or entities as joint tenants, or as tenants in common.

1. Except as herein provided only one detached single family dwelling and attached private garage appertaining thereto shall be erected on Lots 156 through 197 as shown on the recorded Plat of Subdivision and no use shall be made of said Lots except as is incidental to the occupation thereof for residence purposes by one private family residing in a detached single family dwelling. No garage shall be constructed except as an integral part of the residence it is intended to serve. As to Lots 172, 173, 174, 175, 182 and 183 shown on the recorded Plat of Subdivision, one two family dwelling (duplex) and attached private garage for each family dwelling unit may be erected thereon and no use shall be made of said Lots except as is incidental to the occupation thereof for residence purposes by one private family residing in each portion of said duplex dwelling. No garage shall be constructed except as an integral part of each individual dwelling unit of each duplex.

2. No trailer, tent, shack, barn, stable, or temporary or permanent structure shall be erected on any property in the subdivision without prior written approval of the Architectural Control Committee.

3. No dwelling erected on any Lot in the Subdivision shall contain less than 1200 square feet of living space on the ground floor, excluding garages and unfinished basements, and all structures shall be of quality workmanship and materials.

4. Within eighteen (18) months after construction of any residential unit is begun upon any Lot, four (4) trees, in addition to the 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. In order to maintain environmental continuity and compatibility, any landscape development on the Lot shall be reviewed and approved by the Architectural Control Committee prior to commencement of such landscaping.

5. 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, and no building shall be constructed closer

than ten (10) feet to either side of the owner's property line or easement areas, provided, however, that in the case of corner lots, the said setback from the side street lines shall not be less than the minimum setback line shown on the recorded Plat of the Subdivision. In this context, the word "Property" denotes the ownership of the area built upon.

B. No building shall be constructed on any property contiguous to or fronting upon Lake One (1) or Lake Two (2) closer to the shoreline than one-third of the average property depth. Depth variation due to Lot topography may be allowed by the Architectural Control Committee.

C. Each dwelling shall be placed in a manner as to blend into the tone of the development.

D. Carports shall be classified as garages.

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 line shall be closer than ten (10) feet to the public right-of-way as recorded in the Subdivision Plat nor shall it exceed the height of five feet maximum. Side fences and rear fences shall not encroach into the easement area.

6. All television antennas and towers shall be placed to the side of the dwelling structures. 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 or nuisance to the neighborhood.

7. No construction of any type shall be commenced and no buildings shall be erected, driveway constructed or swimming pool installed, placed or altered on any Lot in the Subdivision until the construction plans and specifications therefor and a plan showing the location of the structure or proposed construction has been approved by the Architectural Control Committee as to quality, materials, workmanship, size, harmony of external design with the existing structures and as to location with respect to topography and finished grade elevation. In the event the Committee, has ceased to exist as such and has failed to designate a representative or provide a successor to act for it or in the event the Committee or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction has been commenced prior to completion of the construction, approval shall not be required and the related covenants shall be deemed to be fully complied with.

8. The Architectural Control Committee shall be composed of the then current officers of the Board of Directors of Lincoln Country Development, Inc. a corporation and the Declarant herein. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to act by majority vote until a successor officer is chosen or is provided by the Declarant. Neither the members of the Committee nor its designated

representative shall be entitled to any compensation for services performed pursuant to these Covenants.

9. All grade lines shall be in conformity with adjacent property and shall not interfere with the drainage from adjoining property.

10. All construction must be diligently pursued to completion with a twelve (12) month period of the time of commencement.

A. No building shall be occupied for living purposes which is not functionally completed in detail as to the exterior nor shall any building materials, paint or building equipment be exposed to the public's view while such building interior is under construction if such building is occupied as a dwelling.

B. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding 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, shall be screened. Transformers and distribution pedestals for main lines and house leaders shall be located only as approved by the Architectural Control Committee. The word "screened" as used here means shielding from view by means of shrubbery, hedges or fences.

12. No property owner or occupant shall permit any truck, commercial vehicle, boat or trailer, including and without limitation, cargo trailers, campers, house trailers, mobile homes or carryalls to be parked or stored on the property, in the driveway or in the street in front of or along side of the property. This shall not prevent the property owner or occupant from parking or storing a truck, commercial vehicle, boat or trailer owned by such owner or occupant or used by him in his business in the garage on the premises.

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 must cut the noxious weeds and maintain the property and all improvements situated thereon in a husband-like manner and as to Lots fronting on Lake One (1) and Lake Two (2) the Lake and shoreline thereof shall be maintained in a husband-like 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 keep in good condition and repair the Lake and shoreline 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 charge 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.

15. Only Lot owners or occupants and their guests shall be entitled to use Lake One (1) or Lake Two (2) located in the Subdivision.

16. The Declarant shall have a fifteen (15) foot maintenance easement lying contiguous to the platted water line on all Lots shown by the recorded Plat of the Subdivision to front on Lake One (1) or Lake Two (2). Such easement shall be for the purposes of inspection, repair and maintenance of the Lake and shoreline, which inspection, repair and maintenance shall be accomplished at reasonable times. Declarant shall have the right of ingress and egress to said maintenance easement across land in the Subdivision even though owned by others at all reasonable times and places. The Declarant shall further have the right of ingress and egress, whether across land owned by others in the Subdivision or not, in order to reach all common areas for inspection, maintenance, repair rehabilitation purposes when required and such ingress and egress shall be exercised in a reasonable manner by the Declarant as to the time and place.

17. No obnoxious or offensive activities shall be carried on upon any property nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

18. No sign of any kind including signs offering for sale any structure or property in said subdivision shall be displayed to the public view on any Lot except a descriptive sign stating the occupant's or owner's name or pseudo-name and no such sign shall be displayed on any such property without the Architectural Control Committee's prior approval.

19. No spirituous, vinous or malt liquor shall be sold or kept for sale on any property located in the Subdivision.

20. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property located in the Subdivision, with the exception that:

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. That no dogs, cats or other household pets common to the area shall be kept on any property located in the Subdivision until such property is improved with an inhabitable dwelling for the uses of the owner or occupant thereof.

21. 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.

22. For all intents and purposes no property included in the recorded Plat of the Subdivision shall be further subdivided.

23. Any owner of any property in the recorded Plat of the Subdivision may install any septic sewage system that meets the Federal and State requirements, if any, at the time of installation and laterals therefor shall not be built closer to the platted water level than fifty (50) feet. The affluent from any contained sewage disposal system such as an "aeration system" must be discharged into a minimum of 60 feet of conventional lateral on said lot. Additional footage is recommended to aid in the dissipation of the affluent upon said lot. Should a duplex be erected on Lots 172, 173, 174, 175, 182 and 183, and only one such contained system is used for both sides of the duplex, the affluent must be discharged into a minimum of 120 feet of conventional lateral on said lot. Under no circumstances may the affluent from such systems be discharged into any type of surface drainage.

24. No property owner shall block or dam any drainage way or stream area unless authorized in writing by the Architectural Control Committee.

25. No owner or occupant of any property that is contiguous to or fronts upon Lake One (1) or Lake Two (2) in the Subdivision shall build any boat dock without prior approval of the Architectural Control Committee and no dock may extend over one (1) foot beyond the platted water line.

26. Construction of model or display homes is expressly permitted as long as they conform to the restrictions hereby created.

27. The owner or occupant of any property other than Lincoln Country Development, Inc., 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 Declarant, its successors and assigns, not, however, exceeding in any year the sum of One Hundred Dollars (\$100.00) 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 association is organized, the sums in this paragraph provided for such shall be payable to such association. The owners or occupant of any Lot, for himself, his heirs, successors and assigns, covenants that they will pay this charge to the Declarant, its successors and assigns, on the fifteenth (15th) day of January of each and every year and further covenants that the charge shall on that 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 and assigns and shall be devoted to the maintenance of:

- A. Lake One (1) and Lake Two (2) and shoreline thereof.
- B. Roadways as recorded on the Subdivision Plat.
- C. Streams
- D. All other common and public areas of the Subdivision;

The property owner's association as described herein may be the same property owners association as is described in the declaration of Restrictive Covenants heretofore declared by

Declarant and recorded as Document No. 102549, Book 125, at Page 7 and an amendment thereto dated July 15, 1975 and recorded as Document No. 105442 in Book 129 at Page 88, all in the Menard County Recorder's Office, Menard County, Illinois, for Country Lake Estates Subdivision, First Addition and that the same property owners association shall or may be utilized for the purposes of the First, Second, Third and Fourth Additions and all additions heretofore and hereafter of Country Lake Estates Subdivision, the property owners association to have such powers over the property located in each of the respective Additions as enumerated in the respective Declaration of Restrictive Covenants for the respective Additions of the Country Lake Estates Subdivision.

28. The Declarant further recognizes the necessity of having an available water supply for use of persons owning or occupying structures situated on Lots or property comprising Declarant's Subdivision herein and therefore, upon the sale of twelve (12) or more Lots in Country Lake Estates, Fourth Addition by the Declarant, its successors or assigns, to individual owners and after twelve (12) or more said individual owners have improved said Lots by the construction of a residence building thereon in accordance with these restrictions, the Declaration agrees that it will, within sixty (60) days after the completion of the twelfth residence, cause the property owners association to be formed or, it already having been formed, to take jurisdiction of and to cause to act with respect to these declarations. Said property owners association shall be a not-for-profit corporation organized under the laws of the State of Illinois under a name as shall be suitable and available at the time. One of the purposes of said property owners association, in addition to those heretofore set forth in these covenants, shall be to own, manage, operate, provide, supply and improve a water supply and distribution system for the Subdivision and to establish and fix charges and rates and to collect the same for the providing of said water to members of said property owners association, their lessees and assigns, should the collections and the charging of the same be necessary. All funds collected for the purpose of providing water service shall be used only for the purposes of the water system. Upon formation of said association, the Declarant, at its expense, will convey title to said association by appropriate instruments of the wells, mains, pipes, machinery and equipment comprising the water distribution system. Membership in the property owners association shall automatically include each owner in fee simple of a Lot or property in said Subdivision, and each such member shall be entitled to one vote at all meetings of the members thereof, provided that as to all matters concerning water coming before the property owners association only owners of a lot or Property in said Subdivision which is improved by a residence structure thereon shall be allowed to vote and each such owner in fee simple of such Lot or property shall have one vote on all such water matters.

No member shall be expelled or voting rights cancelled by the property owners association provided that no member shall be entitled to vote on any matter during a period of time in which such member or such member's lessee is in default under the Articles of Incorporation and By-laws, or other rules and regulations, of the property owners association. Membership in the property owners association shall automatically cease when a member ceases to be an owner in fee simple of or possess an interest in fee simple in a Lot or property located in the Subdivision.

All charges to be made, if any, by the property owners association for the care,

maintenance, improvement and operation of the water supply shall be in addition to other charges provided for in the restrictive covenants as heretofore set forth to be made against the property in the Subdivision.

Declarant further agrees that it will, until such time as the property owners association is formed and has taken over the operation of the water distribution system, furnish and provide water to the occupants of any Lot or property in the existing Subdivision or any future subdivision of Declarant which seeks to use any portion of the water system provided for herein. That should additions be made to the water system for the purpose of providing water to additional areas of this Subdivision or future subdivisions of Declarant which additional areas are not served by the initial water facilities, such additions shall be made at Declarant's own expense; provided, however, that additions and improvements to the water system which are not for the purpose of serving additional property subdivided by Declarant, but are for the purpose of improving the existing water facilities and service provided thereon, shall be at the property owners association's expense.

Provided further that the Property Owner's Association shall allow without restriction additional Lots within the existing Subdivision of Declarant which have constructed thereon, houses to be connected to and served by the water system without imposing restrictions thereon or without exercising voting powers so as to prevent water service to such new construction on Lots or property sold or to be sold by Declarant in the existing Subdivision.

29. These covenants are to run with the land and shall be binding on all parties and all person 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, but in no event shall said covenants continue in force more than fifty (50) years from the date of recording this Declaration.

30. These covenants may be changed, amended, modified or abolished by an instrument signed by all the then owners of the fee title of sixty-five percent (65%) of the Lots, by which instrument the Lot owners agree to the change, amendment, modification or abolishment of any or all said covenants in whole or in part, which instrument or instruments shall then be recorded with the Menard County Recorder's Office by Declarant or, if the property owners association is in existence, by the property owners association.

31. 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 a violation or to recover damages.

32. 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.

33. Should the property owners association be organized, the same may act as agent of the property owners under any revocable agency coupled with an interest as beneficiary of all covenants, restrictions, liens and provisions contained herein and the same as an assignee of

Declarant would be and is vested with the right in its own behalf, on behalf of all owners or parties interested in the land to which the Declaration pertained, to enforce all the covenants and liens, restrictions and provisions herein contained. Any action brought to enforce these restrictive covenants must be brought within two (2) years after the violation of the restriction first occurs.

34. 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 herein.

35. All of these restrictive covenants apply not only to the first building erected on each Lot but also to any building thereafter erected as long as these restrictions remain in force and effect.

36. No previous landowner, including Declarant, shall have the power to enforce these restrictions after he has disposed of all his land in the Subdivision.

37. The restrictions created by this Declaration benefit and burden only the lands described in this Declaration, notwithstanding the sharing of the present or future facilities by other land, whether developed by the Declarant or others, the general plan created by the restrictions hereby created extends only to the land described in this Declaration and there is no intention to benefit any persons other than those having an interest in the land described herein with the exception that the property owners association referred to in these Declarations and also referred to in the Declarations of the Country Lake Estates Subdivision, First Addition, such Declaration being recorded as Document No. 102549, in Book 125, at page 7 and an amendment thereto dated July 15, 1975 and recorded as Document No. 105442, in Book 129, at Page 88, also an Amendment thereto recorded December 31, 1979 as Document No. 114549, in Book 142, at page 285 and also referred to in the Declaration of Country Lake Estates Subdivision Second Addition such Declaration being recorded January 5, 1978, as Document No. 110717, in Book 136, at Page 446, and an amendment thereto dated March 17, 1980 and recorded as Document No. 114840, in Book 142, at page 458, all in the Menard County Recorder's Office, and also referred to in the Declaration of Country Lake Estates Subdivision Third Addition such Declaration being recorded July 27, 1994, as Document No. 146607, in Book 310 of records, at Page 273, and Plat Cabinet A, at Page 13, all in the Menard County Recorder's Office shall be considered as one property owners association for the purpose of administering, supervising and performing the various functions as set forth for said property owners association under the respective Declarations of Covenants for each respective Subdivision; provided further that all powers, rights and duties of said property owners association shall be performed in accordance with the respective Declaration of Covenants for the respective Subdivision involved. The existence of easements rights or covenant benefits by persons owning land or having an interest in land outside of the land described in this Declaration does not confer upon them any right whatever to enforce the restrictions hereby created.

LINCOLN COUNTRY DEVELOPMENT, INC.
A Corporation.

By Billy Chastain
President

ATTEST:

Ron Heywood
Secretary

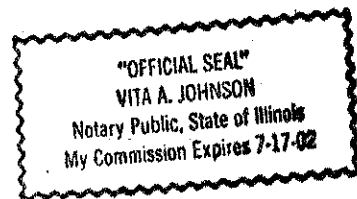
STATE OF ILLINOIS)
 : SS
COUNTY OF MENARD)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that BOBBY CHASTAIN, personally known to me to be the President of LINCOLN COUNTRY DEVELOPMENT, INC., a corporation, and DON D. HOPWOOD, personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument of writing as President and Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9 day of Feb, A.D.

2000.

Vita A Johnson
Notary Public



THIS DOCUMENT PREPARED BY:

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Enclosure