

Dated this 14th day of July, A. D. 1975.

Carl L. Frerichs (SEAL)

STATE OF ILLINOIS }  
County of Menard } ss.

I, George E. Merrihew a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Carl L. Frerichs personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 14th day of July A. D. 1975.

George E. Merrihew (SEAL)

(L. S.) NOTARY PUBLIC  
SEAL

NAME AND ADDRESS OF GRANTEE FOR TAX BILLING: Garrett H. Evers  
Greenview, Illinois 62642

Documentary Stamps - \$8.00 - Canceled.

mail to: Garrett H. Evers  
Greenview, Illinois 62642

Filed for Record on the 14th. day of July A. D., 1975, at 2 o'clock P. M.

James C. Combs, Recorder.

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COUNTRY LAKE ESTATES SUBDIVISION, )  
Athens, Illinois ) AMENDMENT TO DECLARATION, ETC.  
NO. 105442

AMENDMENT TO DECLARATION OF  
RESTRICTIVE COVENANTS BY  
LINCOLN COUNTRY DEVELOPMENT, INC.  
FOR COUNTRY LAKE ESTATES SUBDIVISION

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 per cent (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

# Deed Record No. 129

51187 BYERS PRINTING COMPANY, SPRINGFIELD, ILLINOIS.

Covenants recorded in the Menard County Recorder's Office, Menard County, Illinois, as Document No. 102549, in Book 125 at page 7, in the following manner by adding to restriction No. 23, the following paragraphs to be known as paragraph b, c, d, e and f, which read as follows:

b. The use, enjoyment, benefit and control of the 10' access easement lying contiguous to the platted water line all as the same appears on Lots 18 through 34 and Lots 36 through 40 and Lots 42, 44, 45, 46 and 47 on the First Plat Country Lake Estates Subdivision recorded in the manner as hereinbefore set forth shall belong to the owner of the Lot upon which such 10' easement lies, subject only to the right of the declarant, its successors and assigns, which may include a property owner's association as set forth in restriction No. 22, to utilize such easement for purposes of inspection, repair and maintenance of the lake and shore line.

c. The use, enjoyment, benefit and control of the 10' access easement lying contiguous to the side Lot lines of Lot 22 and 23; Lot 28 and 29; Lot 32 and 33, Lot 34 and Lot 36 as the same appears on the First Plat Country Lake Estates Subdivision recorded in the manner hereinbefore set forth, shall belong to the owner of the Lot upon which such 10' easement lies, subject only to the right of the declarant, its successors and assigns, which may include a property owner's association as set forth in restriction No. 22, and the owners of Lots 1 through 17 to utilize such easement as a means of ingress and egress to the lake, such ingress and egress by the owners of Lots 1 through 17 to be by foot only.

d. That the location where the 10' access easement lying contiguous to the side Lot lines of Lot 22 and 23, Lot 28 and 29, Lot 32 and 33 and Lot 34 and Lot 36 intersects with the 10' access easement along the lake side of Lots 22, 23, 28, 29, 32, 33, 34 and 36 shall be a designated area adjoining said lake, which designated area shall be for the use, enjoyment and benefit of the owners of Lots 1 through 17, said designated area being the point where said easements intersect as hereinbefore described and which said designated area shall extend no further than 10 feet along the platted water line on either side of the point where the platted water line intersects with the Lot line dividing Lot 22 and 23; Lot 28 and 29; Lot 32 and 33; Lot 34 and 35; and Lot 35 and 36. Provided further that no boats or accessories shall be left in the designated area for longer than five consecutive hours.

e. The use, enjoyment, benefit and control of the 10' access easement lying contiguous to the side Lot lines of Lot 40 and 42 shall belong to the owner of the Lot upon which such 10' access easement lies, subject to right of the owner of Lot 41 to utilize such access easement for the purpose of ingress and egress by means of foot traffic only to a designated area of the lake; said designated area being the point where said side easement intersects with the 10' access easement situated along the lake side of Lots 40 and 42, which designated area shall be for the use, enjoyment and benefit of the owner of Lot 41 and which said designated area shall extend no further than 10 feet along the platted water line on either side of the point where the platted water line intersects with the Lot line dividing Lot 40 and Lot 42. Provided further that no boats or accessories shall be left in the designated area for longer than five conse-

cutive hours.

f. The use, enjoyment, benefit and control of the 10' access easement lying contiguous to the side Lot lines of Lot 42 and 44 shall belong to the owner of the Lot upon which such 10' access easement lies, subject to right of the owner of Lot 43 to utilize such access easement for the purpose of ingress and egress by means of foot traffic only to a designated area of the lake; said designated area being the point where said side easement intersects with the 10' access easement situated along the lake side of Lots 42 and 44, which designated area shall be for the use, enjoyment and benefit of the owner of Lot 43 and which said public area shall extend no further than 10 feet along the platted water line on either side of the point where the platted water line intersects with the Lot line dividing Lot 42 and Lot 44. Provided further that no boats or accessories shall be left in the designated area for longer than five consecutive hours.

WITNESS the signature and seal of the declarant, this 20th day June, 1975.

(Corporate Seal)

LINCOLN COUNTRY DEVELOPMENT, INC.  
A Corporation

By Delbert W. Johnson  
President

ATTEST:

Donald Hopwood  
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 DELBERT JOHNSON, personally known to me to be the President of LINCOLN COUNTRY DEVELOPMENT, INC., a Corporation, and DONALD 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 20th day of June, A. D. 1975.

Stephen R. Bradley

(L. S.)

Notary Public

CONSENT TO AMENDMENT OF RESTRICTIVE COVENANTS  
BY LINCOLN COUNTRY DEVELOPMENT, INC. FOR  
COUNTRY LAKE ESTATES SUBDIVISION

The undersigned, being the owners of more than sixty-five per cent (65%) of the Lots of the

# Deed Record No. 129

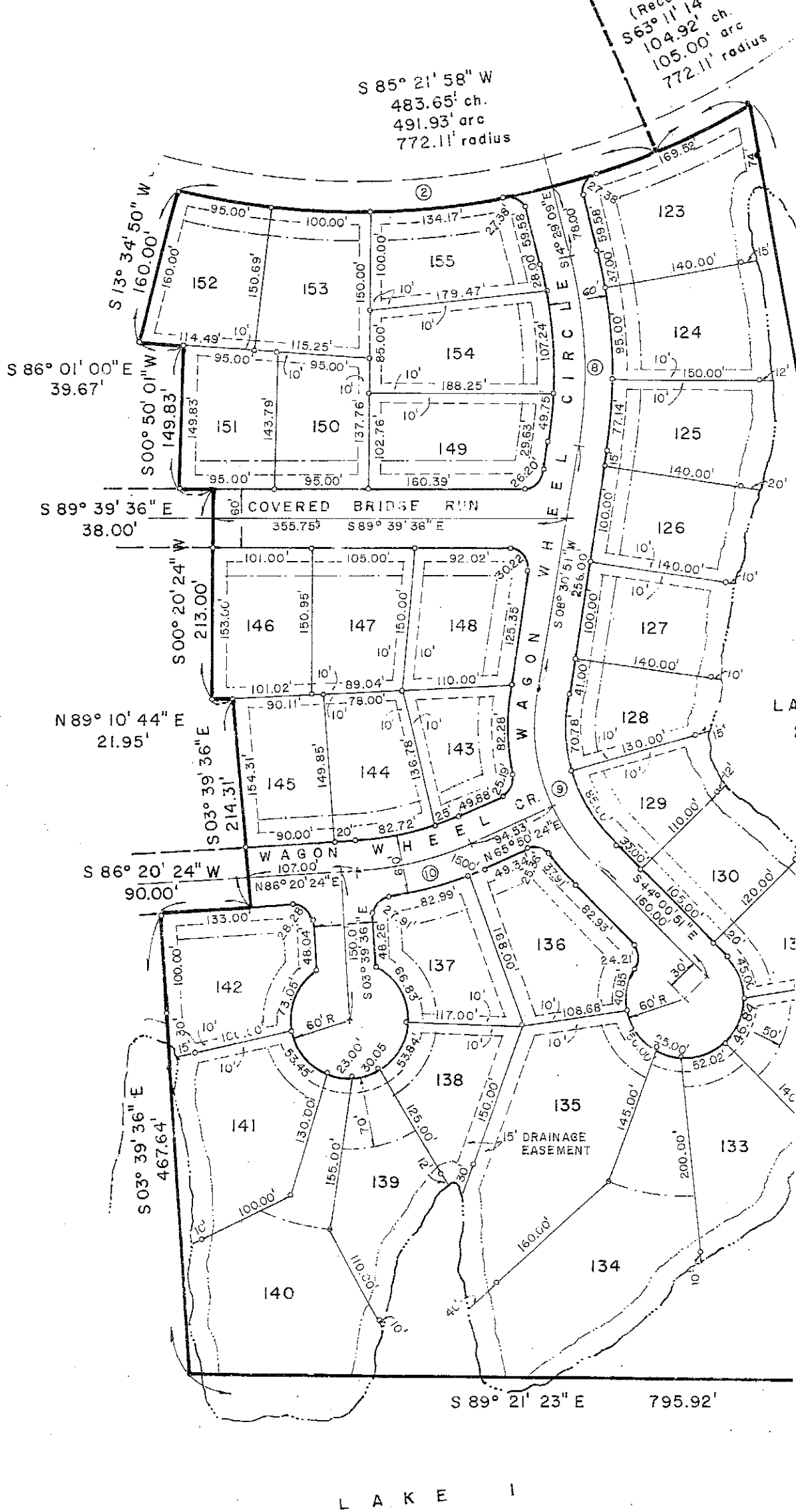
51137 BYERS PRINTING COMPANY, SPRINGFIELD, ILLINOIS

LOT NO. 34	James Stufflebeam
LOT NO. 35 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres.  Donald Hopwood Secy/Treas
LOT NO. 36	Don D. Hopwood
LOT NO. 37	
LOT NO. 38	Bob Chastain Marilyn Chastain
LOT NO. 39	Delbert W. Johnson Mary Ann Johnson
LOT NO. 40 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres.  Donald Hopwood Secy/Treas
LOT NO. 41 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres.  Donald Hopwood Secy/Treas
LOT NO. 42 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres.  Donald Hopwood Secy/Treas
LOT NO. 43 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres.  Donald Hopwood Secy/Treas
LOT NO. 44 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres.  Donald Hopwood Secy/Treas
LOT NO. 45	Bob Chastain Marilyn Chastain
LOT NO. 46 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres.  Donald Hopwood, Secy/Treas.
LOT NO. 47 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres.  Donald Hopwood Secy/Treas

32  
31 needed

Filed for Record on the 15th., day of July A. D., 1975, at 10 o'clock A. M.

###  
James C. Combs, Recorder.



NO PART OF THE PROPERTY SHOWN ON THIS PLAT OF SUB  
 LOCATED WITHIN THE SPECIAL FLOOD HAZARD AREA AS IDE  
 THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

**CURVE DATA**






CURVE NO.	I	TAN	RAD	L	L.C.	D
PT. 2 IN PLAT 2	7°47'30"	50.54'	742.11'	100.92'	100.84'	7°43'14"
PT. 2	36°30'16"	244.74'	742.11'	472.81'	464.86'	7°43'14"
8	23°00'00"	100.00'	491.52'	197.31'	195.99'	11°40'37"
9	53°30'00"	100.00'	198.40'	185.25'	178.60'	28°52'46"
10	20°30'00"	60.00'	331.80'	118.72'	118.08'	17°16'05"

ALL DISTANCES ALONG CURVES ARE SHOWN AS CHORD DISTANCES UNLESS OTHERWISE NOTED ON THE PLAT

**NOTES:**

- RESTRICTIVE COVENANTS ARE ATTACHED TO THIS PLAT.
- DIMENSIONS ON SIDE LOT LINES OF LAKE FRONTAGE LOTS ARE SHOWN AS FOLLOWS:
  - DISTANCE FROM R.O.W. LINE TO SET IRON PIN;
  - DISTANCE FROM IRON PIN TO SHORE LINE AT TIME OF SURVEY.
- A TWENTY (20) FOOT SHORELINE MAINTENANCE EASEMENT IS PROVIDED ON ALL LOTS HAVING FRONTAGE ON LAKES 1 AND 2.
- ALL RADIUS RETURNS AT STREET INTERSECTIONS ARE SHOWN AS 20 FOOT RADII.

**LEGEND**

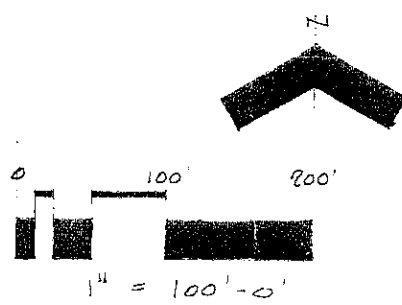
-  FOUND CONCRETE MARKER
-  FOUND IRON PIN
-  SET 1/2" x 30" IRON PIN
-  30 FOOT BUILDING SET BACK LINE (unless otherwise noted)
-  UTILITY/DRAINAGE EASEMENT LINE 15 FOOT WIDE (unless otherwise noted)

LOT NO.	ACREAGE	LOT NO.
123	0.5'	140
124	0.4'	141
125	0.4'	142
126	0.3'	143
127	0.3'	144
128	0.3'	145
129	0.3'	146
130	0.4'	147
131	0.4'	148
132	0.5'	149
133	0.5'	150
134	0.8'	151
135	0.8'	152
136	0.45	153
137	0.37	154
138	0.3'	155
139	0.4'	
		STREETS
		WATER
		TOTAL

AREAS OF LOTS HAVING LAKE FRONTAGE HAVE BEEN ROUNDED TO THE NEAREST OF THE TENTH OF AN ACRE DUE TO SHORELINE IRREGULARITY

**CERTIFICATES  
ATTACHED**

**JULY 1994**



21' 23" W 1443.51'

1330.82'  
N 60° 25' 12" W

STATE OF ILLINOIS } SS. NO. **146607**  
 MENARD COUNTY }  
 This instrument was filed for Record in  
 the Recorder's Office of Menard County aforesaid  
 on **JUL 27 1994**

at 11:50 O'clock A M. and recorded  
 in book 310 of Rec on page 273  
*Marjorie O'Brien* Recorder  
 Plat Cab. B. Pg 13

**LEGAL DESCRIPTION**  
 for  
**COUNTRY LAKE ESTATES - THIRD ADDITION**

PART OF THE SECTION 35, TOWNSHIP 18 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN IN MEANRD COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE AFORESAID SECTION 35; THENCE NORTH 00° 25' 10" WEST, 1339.82 FEET; THENCE NORTH 89° 21' 23" WEST, 1443.51 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 10° 06' 52" WEST ALONG THE WEST BOUNDARY OF PLAT 2 OF COUNTRY LAKE ESTATES AS RECORDED ON DOCUMENT NO. 110716 IN THE RECORDER'S OFFICE OF MENARD COUNTY, 1323.21 FEET TO A IRON PIN FOUND MARKING THE BEGINNING OF A TANGENT CURVE OF A 772.11 FOOT RADIUS CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 07° 47' 30" A DISTANCE OF 105.00 FEET AS RECORDED IN THE AFORESAID PLAT 2 TO AN IRON PIN FOUND MARKING THE BEGINNING OF A TANGENT CURVE OF A RADIUS OF 772.11 FEET CONCAVE NORTHERLY; THENCE WESTERLY THROUGH A CENTRAL ANGLE OF 36° 30' 17" A DISTANCE OF 491.93 FEET TO A SET IRON PIN; THENCE SOUTH 13° 34' 50" WEST, 160.00 FEET TO A SET IRON PIN; THENCE SOUTH 86° 01' 00" EAST, 39.67 TO A SET IRON PIN; THENCE SOUTH 00° 50' 01" WEST, 149.83 FEET TO A SET IRON PIN; THENCE SOUTH 89° 39' 36" EAST, 38.00 FEET; THENCE SOUTH 00° 20' 24" WEST, 213.00 FEET TO A SET IRON PIN; THENCE NORTH 89° 10' 44" EAST, 21.95 FEET TO A SET IRON PIN; THENCE SOUTH 03° 39' 36" EAST, 214.31 FEET TO A SET IRON PIN; THENCE SOUTH 86° 20' 24" WEST, 90 FEET TO A SET IRON PIN; THENCE SOUTH 03° 39' 36" EAST, 467.64 FEET; THENCE SOUTH 89° 21' 23" EAST, 795.92 FEET TO THE TRUE POINT OF BEGINNING. SAID TRACT CONTAINS 19.12 ACRES, MORE OR LESS AND IS SUBJECT TO ALL ROADWAY AND UTILITY EASEMENTS OF RECORD.

*Ronald E. Moss*  
 Recorder  
 Menard County, Illinois

PAGE	LOT NO.	ACREAGE
0.5	140	0.7
0.4	141	0.5
0.4	142	0.46
0.3	143	0.26
0.3	144	0.30
0.3	145	0.31
0.3	146	0.35
0.4	147	0.33
0.4	148	0.37
0.5	149	0.42
0.5	150	0.31
0.8	151	0.32
0.8	152	0.37
0.45	153	0.37
0.37	154	0.41
0.3	155	0.38
0.4		
	STREETS	2.59

*also recorded 7-5-94*  
*George L. ... 7-1-94*

# Deed Record No. 129

#1127 BYERS PRINTING COMPANY, SPRINGFIELD, ILLINOIS.

LOT NO. 15 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres.  Donald Hopwood, Secy Treas
LOT NO. 16 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres.  Donald Hopwood Secy/Treas
LOT NO. 17 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres.  Donald Hopwood Secy/Treas
LOT NO. 18 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres.  Donald Hopwood Secy/Treas
LOT NO. 19	
LOT NO. 20	
LOT NO. 21	
LOT NO. 22	
LOT NO. 23	
LOT NO. 24	Gregory J. O'Toole Linda O'Toole
LOT NO. 25	James Stufflebeam
LOT NO. 26	
LOT NO. 27	
LOT NO. 28	Larry N. Green Vicki T. Green
LOT NO. 29	
LOT NO. 30	
LOT NO. 31	
LOT NO. 32 Owned by Lincoln Country Development, inc., a Corporation	Delbert W. Johnson, Pres.  Donald Hopwood, Secy/Treas.
LOT NO. 33	Bobby Chastain Marilyn Chastain



# Deed Record No. 129

5137 EYERS PRINTING COMPANY, SPRINGFIELD, ILLINOIS.

Country Lake Estates Subdivision as shown by the Plat thereof recorded in the Menard County Recorder's Office as Document No. 102379, in Book 1 at page 82, hereby consent to the amendment to the Restrictive Covenants as set forth in the foregoing acknowledgment by Lincoln Country Development, Inc.

Dated this 20th day of June, 1975.

LOT NO. 1 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres. Donald Hopwood, Treas/Secy
LOT NO. 2 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres. Donald Hopwood, Treas/Secy
Lot NO. 3 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres. Donald Hopwood, Treas/Sec'y
LOT NO. 4 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres. Donald Hopwood, Treas/Secy.
LOT NO. 5 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres Donald Hopwood, Treas/Secy
LOT NO. 6	
LOT NO. 7	
LOT NO. 8 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres. Donald Hopwood, Treas/Secy
LOT NO. 9 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres. Donald Hopwood, Treas/Secy
LOT NO. 10	
LOT NO. 11	
LOT NO. 12 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres. Donald Hopwood, Treas/Secy
LOT NO. 13 Owned by Lincoln Country Development, Inc., a Corporation	Delbert W. Johnson, Pres. Donald Hopwood, Secy/Treas
LOT NO. 14	George N. Olson

DECLARATION OF RESTRICTIVE COVENANTS FOR COUNTRY LAKE ESTATES,  
SUBDIVISION, THIRD 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. 146607 IN PLAT CABINET B AT PAGE 13

The covenants hereinafter enumerated shall apply to each of Lot Nos. 123 through 155 of Country Lake Estates Subdivision, Third 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 123 through 142 and Lot 149 through 155 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 143 through 148 as shown on the recorded Plat of Subdivision, only one two family dwelling (duplex) and attached private garage for each family dwelling unit shall 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.

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, 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 and Third 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, Third 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 of 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 Subdivisions 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, 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

Bobby Hostain  
First Vice-President

ATTEST:

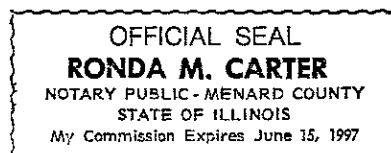
Ray R. Johnson  
Secretary

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 First Vice-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 First Vice-President and Secretary, they signed and delivered the said instrument of writing as First Vice-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 26<sup>th</sup> day of July, A.D. 1994.

Ronda M. Carter  
Notary Public



THIS DOCUMENT PREPARED BY:

GROSBOLL, BECKER, TICE & SMITH  
Attorney Jerry Tice  
101 E. Douglas  
Petersburg, Illinois 62675  
Telephone: 217-632-2281



SURVEYOR'S CERTIFICATE  
COUNTRY LAKE ESTATES

I, RONALD E. MOSS, a registered Illinois Land Surveyor, hereby certify that the annexed plat correctly represents the results of surveys made by me for Lincoln Country Development in the year 1994 of a subdivision known as Country Lake Estates, Third Addition and that said plat is a subdivision of the following described land:

PART OF SECTION 35, TOWNSHIP 18 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN IN MENARD COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE AFORESAID SECTION 35; THENCE NORTH 00° 25' 10" WEST, 1339.82 FEET; THENCE NORTH 89° 21' 23" WEST, 1443.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 10° 06' 52" WEST ALONG THE WEST BOUNDARY OF PLAT 2 OF COUNTRY LAKE ESTATES AS RECORDED ON DOCUMENT NO. 110716 IN THE RECORDER'S OFFICE OF MENARD COUNTY, 1323.21 FEET TO AN IRON PIN FOUND MARKING THE BEGINNING OF A TANGENT CURVE OF A 772.11 FOOT RADIUS CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 07° 47' 30" A DISTANCE OF 105.00 FEET AS RECORDED IN THE AFORESAID PLAT 2 TO AN IRON PIN FOUND MARKING THE BEGINNING OF A TANGENT CURVE OF A RADIUS OF 772.11 FEET CONCAVE NORTHERLY; THENCE WESTERLY THROUGH A CENTRAL ANGLE OF 36° 30' 17" A DISTANCE OF 491.93 FEET TO A SET IRON PIN; THENCE SOUTH 13° 34' 50" WEST, 160.00 FEET TO A SET IRON PIN; THENCE SOUTH 86° 01' 00" EAST, 39.67 FEET TO A SET IRON PIN; THENCE SOUTH 00° 50' 01" WEST, 149.83 FEET TO A SET IRON PIN; THENCE SOUTH 89° 39' 36" EAST, 38.00 FEET; THENCE SOUTH 00° 20' 24" WEST, 213.00 FEET TO A SET IRON PIN; THENCE NORTH 89° 10' 44" EAST, 21.95 FEET TO A SET IRON PIN; THENCE SOUTH 03° 39' 36" EAST, 214.31 FEET TO A SET IRON PIN; THENCE SOUTH 86° 20' 24" WEST, 90.00 FEET TO A SET IRON PIN; THENCE SOUTH 03° 39' 36" EAST 467.64 FEET; THENCE SOUTH 89° 21' 23" EAST, 795.92 FEET TO THE TRUE POINT OF BEGINNING. SAID TRACT CONTAINS 19.12 ACRES, MORE OR LESS AND IS SUBJECT TO ALL ROADWAY AND UTILITY EASEMENTS OF RECORD.

I further certify that the annexed plat correctly sets forth all public streets, ways for public service facilities and lots and their numbers and precise dimensions, together with the angles and exterior boundaries of said subdivision and ways for public service facilities. I further certify that all regulations enacted by the County Board relative to plats and subdivisions have been complied with in the preparation of this plan.

Dated this 1<sup>ST</sup> day of July, 1994

Ronald E. Moss

Ronald E. Moss, I.R.L.S. No. 2425



OWNER'S CERTIFICATE

STATE OF ILLINOIS )  
 )  
COUNTY OF MENARD )

KNOW ALL MEN BY THESE PRESENTS: That I, the undersigned, hereby certify that I am the owner of all premises embodied in the attached Plat of "COUNTRY LAKE ESTATES" a subdivision in Menard County, Illinois, and that I have caused said plat to be made and that it is a true and correct plat of "COUNTRY LAKE ESTATES" a Subdivision as laid off into lots and streets by Ronald E. Moss, IRLS No. 2425; and I the undersigned hereby dedicate to Road District #4, County of Menard and set apart for the use of the general public forever, all of the streets and thoroughfares as indicated and shown on said plat; and I further dedicate easements within the right-of-way of such streets and thoroughfares to the applicable utility companies for those utility installations that are permitted by this and other resolutions and codes of the Village to be installed in street and thoroughfare rights-of-way.

IN WITNESS WHEREOF I have hereunto set my hand and affixed by seal this 13 day of July, 1994.

Ronald E. Hopwood

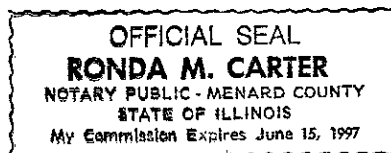
NOTARY PUBLIC

STATE OF ILLINOIS )  
 )  
COUNTY OF MENARD )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Donald Hopwood of Lincoln Country Development, is personally known to be the same person whose name is on the foregoing instrument, appeared before me on this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of Homestead, and also including the dedication of streets and highways to the use of the general public forever, and including the grant of certain utility easements to the applicable public utility companies and certain drainage easements.

Given under my hand and notarial seal this 13<sup>th</sup> day of July, 1994.

Ronda M. Carter



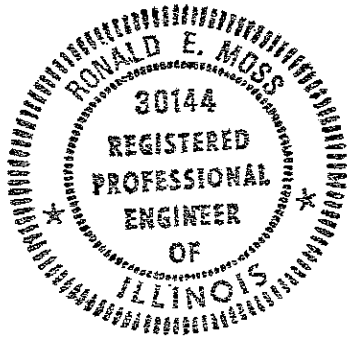
COUNTRY LAKE ESTATES

The undersigned, RONALD E. MOSS, a registered professional engineer, and LINCOLN COUNTRY DEVELOPMENT, owners of the land shown on the attached Topographical and Profile Studies being submitted to the Athens Streets Department simultaneously with said owner's proposed subdivision plat entitled "Country Lake Estates", Third Addition, do hereby jointly certify that said Topographical and Profile Studies show all changes in the surface water drainage to be made as a result of the development of said subdivision, and jointly certify and state that, to the best of their knowledge and belief, adequate provision has been made for the collection and diversion of such waters into public areas or drains which the subdivider has the right to use and that such surface waters will not be deposited on the property of the adjoining land owners in such concentrations as may cause damage to the adjoining property because of the construction of said subdivision.

Dated this 1<sup>ST</sup> day of July, 1994.

*Ronald E. Moss*

\_\_\_\_\_  
Ronald E. Moss, Reg. Prof. Eng. 30144



COUNTRY LAKE ESTATES

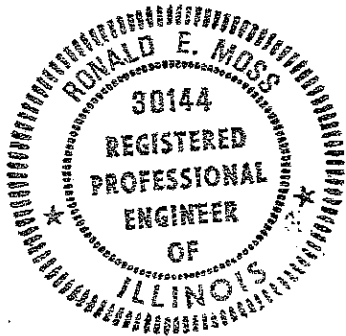
The undersigned, RONALD E. MOSS, a registered professional engineer, and LINCOLN COUNTRY DEVELOPMENT, owners of the land shown on the attached Topographical and Profile Studies being submitted to Menard County simultaneously with said owner's proposed subdivision plat entitled "Country Lake Estates", Third Addition, do hereby jointly certify that said Topographical and Profile Studies show all changes in the surface water drainage to be made as a result of the development of said subdivision, and jointly certify and state that, to the best of their knowledge and belief, adequate provision has been made for the collection and diversion of such waters into public areas or drains which the subdivider has the right to use and that such surface waters will not be deposited on the property of the adjoining land owners in such concentrations as may cause damage to the adjoining property because of the construction of said subdivision.

Dated this 1<sup>st</sup> day of July, 1994.

Ronald E. Moss

Ronald E. Moss, Reg. Prof. Eng. 30144

Ronald E. Moss  
Lincoln Country Development, Owner





(After Recording Return to:)

GROSBOLL, BECKER, TICE, & TIPPEY  
Attorney Jerry Tice  
101 E. Douglas  
Petersburg, Il. 62675

MAR 09 2006

at 1:20 o'clock P M. and recorded  
in book 898 page 327 of Dept. \_\_\_\_\_  
Ann Tumber Recorder

Rental Housing Support Program  
\$10 State Surcharge Paid  
Date: 3-9-06  
Gene Treseler, Menard Co. Recorder

PLat Cab B pg. 13

Above space reserved for Recorder

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

Amendment to Declaration of Restrictive Covenants of Country Lake Estates Third  
Addition for the property described in the plat thereof consisting of lots 123 to 155 and  
recorded in the Menard County Recorders Office, Menard County, Illinois as document  
number 146607 in Plat Cabinet "B", on page 13, is the undersigned, being more than  
sixty-five percent (65%) of the owners of the Lots evidenced by the hereinbefore  
described plat, hereby agree to change, amend and modify the Declaration of Restrictive  
Covenants recorded July 27<sup>th</sup>, 1994 in the Menard County Recorder's Office, Menard  
County, Illinois as Document number 146607 in Book 310 at page 273 in the  
following manner:

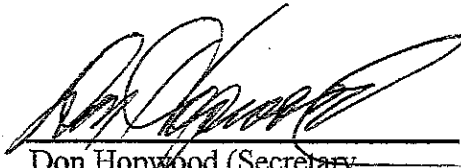
1) Restrictive Covenant no. 27 shall be amended to add thereto the  
following:

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 charges until  
it is fully paid. In addition, the property owner's association shall have all  
power and authority to make and set reasonable rules and regulations and  
to provide for the care, maintenance and use of the aforesaid common  
areas.

2) Restrictive Covenant no, 31 shall be amended to add thereto the following:

All court costs, expenses and reasonable attorney's fees incurred by the Declarant or his assignee thereof, to wit: The Homeowner's Association as established herein when undertaking enforcement proceedings at law or in equity of these covenants or of any of the rules and regulations of the Homeowner's Association shall be paid by the owner of the log against whom enforcement proceedings are taken, or by his or her heirs, successors, and assigns and such charges shall become a lien upon the lot until fully paid.

Signature of Lot Owner's indicates a "yes" Vote in favor of the Amendments o the Covenants listed above.



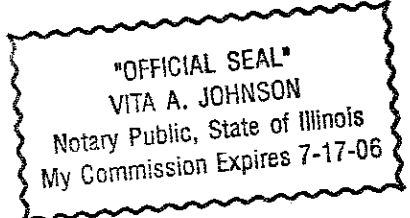
Don Hopwood (Secretary,  
Lincoln Country Development  
Corporation)

Being all the owners including contact purchasers of lot(s) 132, 135, 137, 138, 139, 150, 151, 152 in Country Lake Estates Subdivision, Third Addition; as recorded in Plat Cabinet B at page 13 of Plats, Menard County Recorder's Office, Petersburg, Illinois.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Don Hopwood and/or \_\_\_\_\_, personally known to me to be the owner/owners including contract purchasers of lot(s) 132, 135, 137, 138, 139, 150, 151, 152 in Country Lake Estates Subdivision, Third Addition, recorded in Plat Cabinet B on page 13 of plats, Menard County Recorder's Office, Petersburg, Illinois, whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notorial seal, this 4 day of Feb, 2006.

Vita A Johnson  
Notary Public



2) Restrictive Covenant no, 31 shall be amended to add thereto the following:

All court costs, expenses and reasonable attorney's fees incurred by the Declarant or his assignee thereof, to wit: The Homeowner's Association as established herein when undertaking enforcement proceedings at law or in equity of these covenants or of any of the rules and regulations of the Homeowner's Association shall be paid by the owner of the log against whom enforcement proceedings are taken, or by his or her heirs, successors, and assigns and such charges shall become a lien upon the lot until fully paid.

Signature of Lot Owner's indicates a "yes" Vote in favor of the Amendments o the Covenants listed above.

William C. Kunz  
William Kunz

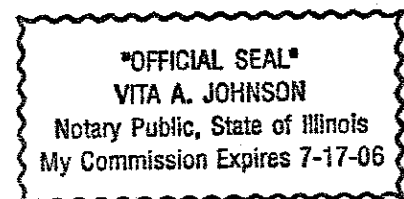
Julie P. Kunz  
Julie P. Kunz

Being all the owners including contact purchasers of lot(s) 123 in Country Lake Estates Subdivision, Third Addition, as recorded in Plat Cabinet B at page 13 of Plats, Menard County Recorder's Office, Petersburg, Illinois.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that William Kunz and/or Julie P. Kunz, personally known to me to be the owner/owners including contract purchasers of lot(s) 123 in Country Lake Estates Subdivision, Third Addition, recorded in Plat Cabinet B on page 13 of plats, Menard County Recorder's Office, Petersburg, Illinois, whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notorial seal, this 12 day of Feb, 2006.

Vita A. Johnson  
Notary Public



2) Restrictive Covenant no, 31 shall be amended to add thereto the following:

All court costs, expenses and reasonable attorney's fees incurred by the Declarant or his assignee thereof, to wit: The Homeowner's Association as established herein when undertaking enforcement proceedings at law or in equity of these covenants or of any of the rules and regulations of the Homeowner's Association shall be paid by the owner of the log against whom enforcement proceedings are taken, or by his or her heirs, successors, and assigns and such charges shall become a lien upon the lot until fully paid.

Signature of Lot Owner's indicates a "yes" Vote in favor of the Amendments o the Covenants listed above.

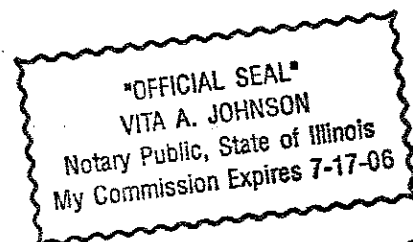
Richard Marcum  
Richard Marcum

Being all the owners including contact purchasers of lot(s) 126 in Country Lake Estates Subdivision, Third Addition, as recorded in Plat Cabinet B at page 13 of Plats, Menard County Recorder's Office, Petersburg, Illinois.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Richard Marcum and/or \_\_\_\_\_, personally known to me to be the owner/owners including contract purchasers of lot(s) 126 in Country Lake Estates Subdivision, Third Addition, recorded in Plat Cabinet B on page 13 of plats, Menard County Recorder's Office, Petersburg, Illinois, whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notorial seal, this 25 day of Jan, 2006.

Vita A Johnson  
Notary Public



2) Restrictive Covenant no, 31 shall be amended to add thereto the following:

All court costs, expenses and reasonable attorney's fees incurred by the Declarant or his assignee thereof, to wit: The Homeowner's Association as established herein when undertaking enforcement proceedings at law or in equity of these covenants or of any of the rules and regulations of the Homeowner's Association shall be paid by the owner of the log against whom enforcement proceedings are taken, or by his or her heirs, successors, and assigns and such charges shall become a lien upon the lot until fully paid.

Signature of Lot Owner's indicates a "yes" Vote in favor of the Amendments o the Covenants listed above.

Denise Seman

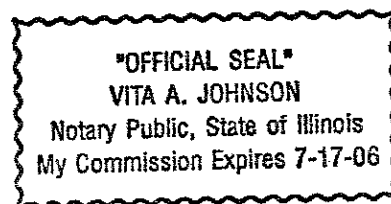
Denise Seman

Being all the owners including contact purchasers of lot(s) 127 in Country Lake Estates Subdivision, Third Addition, as recorded in Plat Cabinet B at page 13 of Plats, Menard County Recorder's Office, Petersburg, Illinois.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Denise Seman and/or \_\_\_\_\_, personally known to me to be the owner/owners including contract purchasers of lot(s) 127 in Country Lake Estates Subdivision, Third Addition, recorded in Plat Cabinet B on page 13 of plats, Menard County Recorder's Office, Petersburg, Illinois, whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notorial seal, this 25 day of Jan, 2006.

Vita A Johnson  
Notary Public



2) Restrictive Covenant no, 31 shall be amended to add thereto the following:

All court costs, expenses and reasonable attorney's fees incurred by the Declarant or his assignee thereof, to wit: The Homeowner's Association as established herein when undertaking enforcement proceedings at law or in equity of these covenants or of any of the rules and regulations of the Homeowner's Association shall be paid by the owner of the log against whom enforcement proceedings are taken, or by his or her heirs, successors, and assigns and such charges shall become a lien upon the lot until fully paid.

Signature of Lot Owner's indicates a "yes" Vote in favor of the Amendments o the Covenants listed above.

*Earl L. Furlong*  
Earl L. Furlong  
*Monica Sue Furlong*  
Monica Sue Furlong

Being all the owners including contact purchasers of lot(s) 128, Country Lake Estates Subdivision, Third Addition, as recorded in Plat Cabinet B at page 13 of Plats, Menard County Recorder's Office, Petersburg, Illinois.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Earl L. Furlong and/or Monica Sue Furlong personally known to me to be the owner/owners including contract purchasers of lot(s) \_\_\_\_\_ in Country Lake Estates Subdivision, Third Addition, recorded in Plat Cabinet B on page 13 of plats, Menard County Recorder's Office, Petersburg, Illinois, whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 3<sup>rd</sup> day of January, 2006.

*State of Florida*  
*County of Menard*

*Betty Reynard*  
Notary Public



2) Restrictive Covenant no, 31 shall be amended to add thereto the following:

All court costs, expenses and reasonable attorney's fees incurred by the Declarant or his assignee thereof, to wit: The Homeowner's Association as established herein when undertaking enforcement proceedings at law or in equity of these covenants or of any of the rules and regulations of the Homeowner's Association shall be paid by the owner of the log against whom enforcement proceedings are taken, or by his or her heirs, successors, and assigns and such charges shall become a lien upon the lot until fully paid.

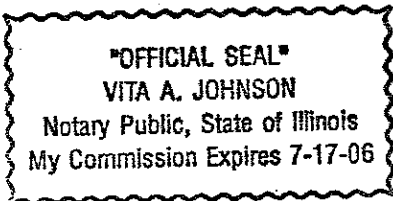
Signature of Lot Owner's indicates a "yes" Vote in favor of the Amendments o the Covenants listed above.

Billy G. Pierce  
Billy G. Pierce  
Rebecca R. Pierce  
Rebecca R. Pierce

Being all the owners including contact purchasers of lot(s) 129 in Country Lake Estates Subdivision, Third Addition, as recorded in Plat Cabinet B at page 13 of Plats, Menard County Recorder's Office, Petersburg, Illinois.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Billy G. Pierce and/or Rebecca R. Pierce personally known to me to be the owner/owners including contract purchasers of lot(s) 129 in Country Lake Estates Subdivision, Third Addition, recorded in Plat Cabinet B on page 13 of plats, Menard County Recorder's Office, Petersburg, Illinois, whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notorial seal, this 25 day of Jan, 2006.



Vita A. Johnson  
Notary Public

2) Restrictive Covenant no, 31 shall be amended to add thereto the following:

All court costs, expenses and reasonable attorney's fees incurred by the Declarant or his assignee thereof, to wit: The Homeowner's Association as established herein when undertaking enforcement proceedings at law or in equity of these covenants or of any of the rules and regulations of the Homeowner's Association shall be paid by the owner of the log against whom enforcement proceedings are taken, or by his or her heirs, successors, and assigns and such charges shall become a lien upon the lot until fully paid.

Signature of Lot Owner's indicates a "yes" Vote in favor of the Amendments o the Covenants listed above.

Robert V. Cooper  
Robert V. Cooper

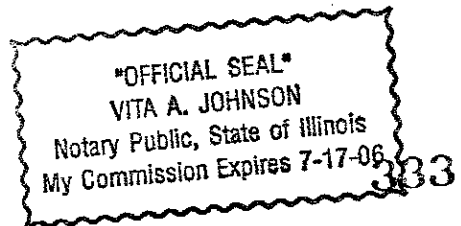
Judith A. Cooper  
Judith A. Cooper

Being all the owners including contact purchasers of lot(s) 131 in Country Lake Estates Subdivision, Third Addition, as recorded in Plat Cabinet B at page 13 of Plats, Menard County Recorder's Office, Petersburg, Illinois.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Robert V. Cooper and/or Judith A. Cooper, personally known to me to be the owner/owners including contract purchasers of lot(s) 131 in Country Lake Estates Subdivision, Third Addition, recorded in Plat Cabinet B on page 13 of plats, Menard County Recorder's Office, Petersburg, Illinois, whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notorial seal, this 26 day of Jan, 2006.

Vita A. Johnson  
Notary Public





2) Restrictive Covenant no, 31 shall be amended to add thereto the following:

All court costs, expenses and reasonable attorney's fees incurred by the Declarant or his assignee thereof, to wit: The Homeowner's Association as established herein when undertaking enforcement proceedings at law or in equity of these covenants or of any of the rules and regulations of the Homeowner's Association shall be paid by the owner of the log against whom enforcement proceedings are taken, or by his or her heirs, successors, and assigns and such charges shall become a lien upon the lot until fully paid.

Signature of Lot Owner's indicates a "yes" Vote in favor of the Amendments o the Covenants listed above.

Michael S. Johnson  
Michael S. Johnson

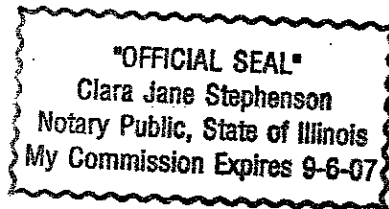
Vita A. Johnson  
Vita A. Johnson

Being all the owners including contact purchasers of lot(s) 133 in Country Lake Estates Subdivision, Third Addition, as recorded in Plat Cabinet B at page 13 of Plats, Menard County Recorder's Office, Petersburg, Illinois.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Michael S. Johnson and/or Vita A. Johnson, personally known to me to be the owner/owners including contract purchasers of lot(s) 133 in Country Lake Estates Subdivision, Third Addition, recorded in Plat Cabinet B on page 13 of plats, Menard County Recorder's Office, Petersburg, Illinois, whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notorial seal, this 26<sup>th</sup> day of January, 2006.

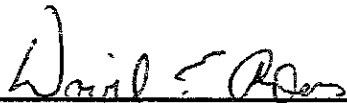
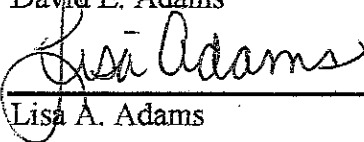
Clara Jane Stephenson  
Notary Public



2) Restrictive Covenant no, 31 shall be amended to add thereto the following:

All court costs, expenses and reasonable attorney's fees incurred by the Declarant or his assignee thereof, to wit: The Homeowner's Association as established herein when undertaking enforcement proceedings at law or in equity of these covenants or of any of the rules and regulations of the Homeowner's Association shall be paid by the owner of the log against whom enforcement proceedings are taken, or by his or her heirs, successors, and assigns and such charges shall become a lien upon the lot until fully paid.

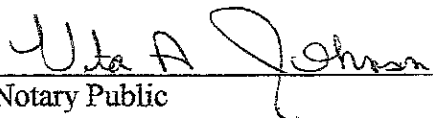
Signature of Lot Owner's indicates a "yes" Vote in favor of the Amendments o the Covenants listed above.

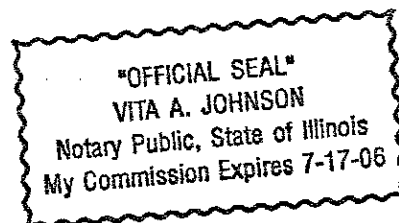
  
\_\_\_\_\_  
David E. Adams  
  
\_\_\_\_\_  
Lisa A. Adams

Being all the owners including contact purchasers of lot(s) 134 in Country Lake Estates Subdivision, Third Addition, as recorded in Plat Cabinet B at page 13 of Plats, Menard County Recorder's Office, Petersburg, Illinois.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that David E. Adams and/or Lisa A. Adams, personally known to me to be the owner/owners including contract purchasers of lot(s) 134 in Country Lake Estates Subdivision, Third Addition, recorded in Plat Cabinet B on page 13 of plats, Menard County Recorder's Office, Petersburg, Illinois, whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notorial seal, this 25 day of Jan, 2006.

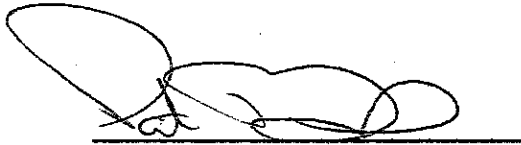
  
\_\_\_\_\_  
Notary Public



2) Restrictive Covenant no, 31 shall be amended to add thereto the following:

All court costs, expenses and reasonable attorney's fees incurred by the Declarant or his assignee thereof, to wit: The Homeowner's Association as established herein when undertaking enforcement proceedings at law or in equity of these covenants or of any of the rules and regulations of the Homeowner's Association shall be paid by the owner of the log against whom enforcement proceedings are taken, or by his or her heirs, successors, and assigns and such charges shall become a lien upon the lot until fully paid.

Signature of Lot Owner's indicates a "yes" Vote in favor of the Amendments o the Covenants listed above.



Patrick Biggs



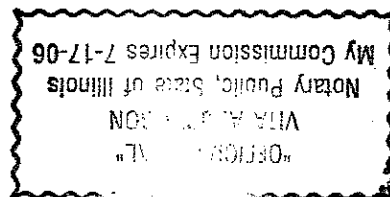
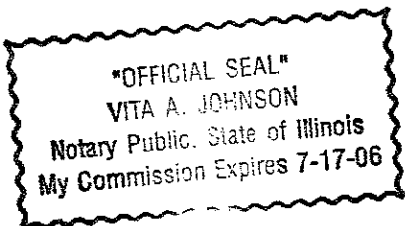
Emperatriz Biggs

Being all the owners including contact purchasers of lot(s) 136 in Country Lake Estates Subdivision, Third Addition, as recorded in Plat Cabinet B at page 13 of Plats, Menard County Recorder's Office, Petersburg, Illinois.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Patrick Biggs and/or Emperatriz Biggs personally known to me to be the owner/owners including contract purchasers of lot(s) 136 in Country Lake Estates Subdivision, Third Addition, recorded in Plat Cabinet B on page 13 of plats, Menard County Recorder's Office, Petersburg, Illinois, whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25 day of Jan, 2006.


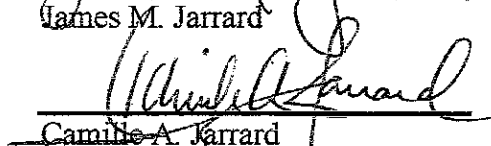
  
Notary Public



2) Restrictive Covenant no, 31 shall be amended to add thereto the following:

All court costs, expenses and reasonable attorney's fees incurred by the Declarant or his assignee thereof, to wit: The Homeowner's Association as established herein when undertaking enforcement proceedings at law or in equity of these covenants or of any of the rules and regulations of the Homeowner's Association shall be paid by the owner of the log against whom enforcement proceedings are taken, or by his or her heirs, successors, and assigns and such charges shall become a lien upon the lot until fully paid.

Signature of Lot Owner's indicates a "yes" Vote in favor of the Amendments o the Covenants listed above.

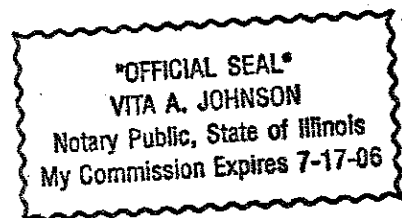
  
James M. Jarrard  
  
Camille A. Jarrard  
CAMILE

Being all the owners including contact purchasers of lot(s) 140 in Country Lake Estates Subdivision, Third Addition, as recorded in Plat Cabinet B at page 13 of Plats, Menard County Recorder's Office, Petersburg, Illinois.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that James M. Jarrard and/or Camille A. Jarrard, personally known to me to be the owner/owners including contract purchasers of lot(s) 140 in Country Lake Estates Subdivision, Third Addition, recorded in Plat Cabinet B on page 13 of plats, Menard County Recorder's Office, Petersburg, Illinois, whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8 day of Feb, 2006.

  
Notary Public



2) Restrictive Covenant no, 31 shall be amended to add thereto the following:

All court costs, expenses and reasonable attorney's fees incurred by the Declarant or his assignee thereof, to wit: The Homeowner's Association as established herein when undertaking enforcement proceedings at law or in equity of these covenants or of any of the rules and regulations of the Homeowner's Association shall be paid by the owner of the log against whom enforcement proceedings are taken, or by his or her heirs, successors, and assigns and such charges shall become a lien upon the lot until fully paid.

Signature of Lot Owner's indicates a "yes" Vote in favor of the Amendments o the Covenants listed above.

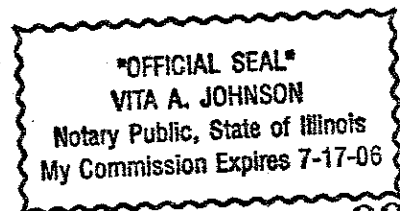
Neil Mccutchan  
Neil Mccutchan  
Christina Mccutchan  
Christina Mccutchan

Being all the owners including contact purchasers of lot(s) 149 in Country Lake Estates Subdivision, Third Addition, as recorded in Plat Cabinet B at page 13 of Plats, Menard County Recorder's Office, Petersburg, Illinois.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Neil Mccutchan and/or Christina Mccutchan personally known to me to be the owner/owners including contract purchasers of lot(s) 149 in Country Lake Estates Subdivision, Third Addition, recorded in Plat Cabinet B on page 13 of plats, Menard County Recorder's Office, Petersburg, Illinois, whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notorial seal, this 4 day of Feb, 2006.

Vita A Johnson  
Notary Public



2) Restrictive Covenant no, 31 shall be amended to add thereto the following:

All court costs, expenses and reasonable attorney's fees incurred by the Declarant or his assignee thereof, to wit: The Homeowner's Association as established herein when undertaking enforcement proceedings at law or in equity of these covenants or of any of the rules and regulations of the Homeowner's Association shall be paid by the owner of the log against whom enforcement proceedings are taken, or by his or her heirs, successors, and assigns and such charges shall become a lien upon the lot until fully paid.

Signature of Lot Owner's indicates a "yes" Vote in favor of the Amendments o the Covenants listed above.

Albert E. Garver  
Albert E. Garver

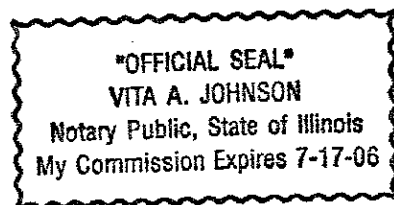
Sandra L. Garver  
Sandra L. Garver

Being all the owners including contact purchasers of lot(s) 153 in Country Lake Estates Subdivision, Third Addition, as recorded in Plat Cabinet B at page 13 of Plats, Menard County Recorder's Office, Petersburg, Illinois.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Albert E. Garver and/or Sandra L. Garver, personally known to me to be the owner/owners including contract purchasers of lot(s) 153 in Country Lake Estates Subdivision, Third Addition, recorded in Plat Cabinet B on page 13 of plats, Menard County Recorder's Office, Petersburg, Illinois, whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notorial seal, this 4 day of Feb, 2006.

Vita A. Johnson  
Notary Public



340

2) Restrictive Covenant no, 31 shall be amended to add thereto the following:

All court costs, expenses and reasonable attorney's fees incurred by the Declarant or his assignee thereof, to wit: The Homeowner's Association as established herein when undertaking enforcement proceedings at law or in equity of these covenants or of any of the rules and regulations of the Homeowner's Association shall be paid by the owner of the log against whom enforcement proceedings are taken, or by his or her heirs, successors, and assigns and such charges shall become a lien upon the lot until fully paid.

Signature of Lot Owner's indicates a "yes" Vote in favor of the Amendments o the Covenants listed above.

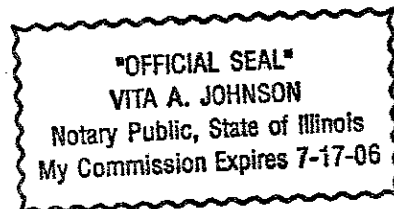
Johan Schripsema  
Johan Schripsema  
Julie A. Smith  
Julie A. Smith

Being all the owners including contact purchasers of lot(s) 154, 155 in Country Lake Estates Subdivision, Third Addition, as recorded in Plat Cabinet B at page 13 of Plats, Menard County Recorder's Office, Petersburg, Illinois.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Johan Schripsema and/or Julie A. Smith, personally known to me to be the owner/owners including contract purchasers of lot(s) 154, 155 in Country Lake Estates Subdivision, Third Addition, recorded in Plat Cabinet B on page 13 of plats, Menard County Recorder's Office, Petersburg, Illinois, whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notorial seal, this 25 day of Jan, 2006.

Vita A Johnson  
Notary Public







COUNTRY LAKE ESTS.  
1<sup>ST</sup>, 2<sup>ND</sup>, 3<sup>RD</sup> & 4<sup>TH</sup> ADDNS.

STATE OF ILLINOIS } SS. NO. **217479**  
MENARD COUNTY }  
This instrument was filed for Record in the  
Recorder's Office of Menard County aforesaid on

Name and Address of Grantees for  
tax billing purposes:  
Country Lake Estates Homeowners Association  
P.O. Box 424  
Athens, Illinois 62613

OCT 25 2013

at 10:00 o'clock AM and recorded  
in book 1038 page 864 or Dept. \_\_\_\_\_  
*Alan Lumber* Recorder

THIS DOCUMENT PREPARED BY:  
~~(After Recording Return to)~~  
GROBOLL, BECKER, TICE, TIPPEY & BARR  
Attorney Jerry Tice  
101 E. Douglas  
Petersburg, IL 62675  
Telephone: 217-632-2282

Rental Housing Support Program  
\$10 State Surcharge Paid  
Date: 10-25-13  
Gene Treseler, Menard Co. Recorder

Above Space Reserved for Recorder

**WARRANTY DEED - CORPORATION**

THIS INDENTURE WITNESSETH, That the Grantor, LINCOLN COUNTRY DEVELOPMENT, INC., a Delaware corporation authorized to do business in the State of Illinois, created and existing under and by virtue of the laws of the State of Delaware, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS to COUNTRY LAKE ESTATES HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation organized under the Illinois General Not-for-Profit Corporation Act, of Petersburg, Menard County, Illinois, the following described real estate, recognized as common areas, to-wit:

Parcel I:

A buffer strip located along the North side of Lincoln County Development, Inc. Country Lake Estates Second Addition as described in the plat thereof and recorded in the Menard County Recorder's Office, Menard County Illinois as Document No. 110716 in Plat Cabinet A Page 145; and Lincoln Country Development Country Lake Estates Fourth Addition as Document No. 167434 in Plat Cabinet B Page 74 and which buffer strip is more particularly described as follows:

Part of the South Half of the North half of Section 35, Township 18 North, Range 6 West of the Third Principal Meridian in Menard County, Illinois more particularly described as follows:

Commencing at a found iron pin marking the Northwest corner of the Southwest Quarter of the Northwest Quarter of the aforesaid Section 35; thence South 89 degrees 47' 00" East along the North line of said Quarter Quarter Section 441.95 feet to an iron pin; thence South 00 degrees 12' 06" West 539.90 feet to an iron pin; thence South 89 degrees 47' 00" East 372.31 feet; thence South 00 degrees 13' 00" West 657.12 feet to a set 58" rebar marking the True Point of Beginning and the Beginning of a curve to the right having a radius of 1035 feet, a delta of 41 degrees 45' 05", an arc length of 754.20 feet

and a chord which bears North 82 degrees 26' 40" East for a distance of 737.63 feet; thence South 78 degrees 34' 46" East 305.44 feet to the beginning of a curve to the left having a radius of 502.11 feet, a delta of 52 degrees 59' 58", an arc length of 464.46 feet and a chord which bears North 77 degrees 04' 51" East for a distance of 448.08 feet to the beginning of a curve to the right having a radius of 1084.97 feet, a delta of 45 degrees 00' 01", an arc length of 852.14 feet and a chord which bears North 73 degrees 04' 50" East for a distance of 830.40 feet to the beginning of a curve to the right having a radius of 1393.84 feet, a delta of 23 degrees 30', an arc length of 571.69 feet and a chord which bears South 72 degrees 40' 10" East for a distance of 567.69 feet to the beginning of a curve to the left having a radius of 405.71 feet, a delta of 29 degrees 30', an arc length of 208.89 feet and a chord which bears South 75 degree 40' 10" East for a distance of 206.59 feet; thence South 87 degrees 14' 58" East 203.32 feet to the Quarter Quarter Section line; thence South 00 degrees 25' 10" East along said Quarter Quarter Section line 38.75 feet; thence South 89 degrees 34' 50" West 203.00 feet to the beginning of a curve to the right having a radius of 455.71 feet, a delta of 29 degrees 30' an arc length of 234.63 feet and a chord which bears North 75 degrees 40' 10" West for a distance of 232.05 feet to the beginning of a curve to the left having a radius of 1343.84 feet, a delta of 23 degrees 30', an arc length of 551.18 feet and a chord which bears North 74 degrees 40' 10" West for a distance of 547.32 feet to the beginning of a curve to the left having a radius of 1034.97 feet, a delta of 45 degrees 00', an arc length of 812.86 feet and a chord which beards South 73 degrees 04' 50" West for a distance of 792.13 feet to the beginning of a curve to the right having a radius of 552.11 feet, a delta of 16 degrees 29' 42", an arc length of 158.95 feet and a chord which beards South 58 degrees 49' 41" West for a distance of 158.40 feet; thence South 22 degrees 55' 28" East 10.00 feet to the beginning of a curve to the right having a radius of 562.11 feet, a delta of 36 degrees 10' 18", an arc length of 358.14 feet and a chord which bears South 85 degrees 19' 41" West for a distance of 352.11 feet; thence North 76/179 42' 14" West 305.00 feet to the beginning of a curve to the left having a radius of 985.00 feet, a delta of 41 degrees 46' 44", an arc length of 718.24 feet and a chord which bears South 82 degrees 17' West for a distance of 707.17 feet; thence North 22 degrees 06' 22" West 50.33 feet to the true point of beginning containing 3.94 acres, more or less.

PIN: 12-35-100-011

Address: 37 Apple Lane, Petersburg, IL 62675

Parcel II:

All of the lake beds and shoreline of Lake One and Lake Two of Lincoln Country Development, Inc. Country Lake Estates Subdivision as identified on and described on the following plats of the Country Lake Estates Subdivision:

A. Lincoln County Development, Inc. Country Lake Estates First Addition as described in the plat thereof and recorded in the Menard County Recorder's Office, Menard County, Illinois as Document No. 102870 in Book 1 at Page 82.

B. Lincoln Country Development, Inc. Country Lake Estates Second Addition as described in the plat thereof recorded in the Menard County Recorder's Office, Menard County, Illinois as Document No. 110716 in Plat Cabinet A, Page 145.

C. Lincoln Country Development, Inc. Country Lake Estates Third Addition as described in the plat thereof recorded in the Menard County Recorder's Office, Menard County, Illinois as Document No. 146607 in Plat Cabinet B, Page 13.

D. Lincoln Country Development, Inc. Country Lake Estates Fourth Addition as described in the plat thereof recorded in the Menard County Recorder's Office, Menard County, Illinois as Document No. 167434 in Plat Cabinet B, Page 74.

E. That part of Lake 1 lying North of the plat of Lincoln Country Development, Inc. Country lake Estates Subdivision First Addition and lying West of the plat of Lincoln Country Development, Inc. Country Lake Estates Subdivision Fourth Addition and lying East of the following described tracts:

Tract I: Part of the Southwest Quarter of Section 35, Township 18 North, Range 6 West of the Third Principal Meridian in Menard County, Illinois more particularly described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Southwest Quarter of the aforesaid Section 35; thence Easterly along the North line of said Quarter Quarter Section, 1042.00 feet; thence Northerly parallel to the East line of said Quarter Quarter Section 40.00 feet to an iron pin marking the true point of beginning; thence North 31 degrees 02 minutes 10 seconds West, 196.62 feet to the East right of way line of a public road; thence Northeasterly along said right of way line 63.60 feet; thence South 68 degrees 24 minutes 40 seconds East 65.69 feet to the lake shoreline; thence Southeasterly along said shoreline 462.00 feet; thence North 67 degrees 14 minutes 16 seconds West 30.00 feet; thence North 37 degrees 14 minutes 16 seconds West, 93.35; thence North 90 degrees 00 minutes 00 seconds West, 111.96 feet to the true point of beginning.

Situated in the County of Menard and State of Illinois  
PIN: 12-35-300-026

Tract 2: Part of the Southwest Quarter of Section 35, Township 18 North, Range 6 West of the Third Principal Meridian in Menard County, Illinois, more particularly described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Southwest Quarter of the aforesaid Section 35; thence Easterly along the North line of said Quarter Quarter Section 1042.00 feet, thence Northerly, parallel to the East line of said Quarter Quarter Section 40.00 feet to an iron pin; thence North 31 degrees 02 minutes 10 seconds West, 196.62 feet to the East right of way line of a public road; thence Northeasterly along said right of way line 63.60 feet to a found iron pin marking the true point of beginning; thence North 07 degrees 09 minutes 31 seconds East along said right of way line 228.57 feet to a set iron pin; thence South 79 degrees 01 minutes 37 seconds East 85.37 feet to an iron pin; thence South 77 degrees 11 minutes 32 seconds East 132.15 feet to the lake

shore line, thence Southwesterly along said shoreline 286.00 feet; thence North 68 degrees 24 minutes 40 seconds West 65.69 feet to the true point of beginning.  
PIN: 12-35-300-016

Tract 3:

Part of the Northeast Quarter of the Southwest Quarter of Section 35, Township 18 North, Range 6 West of the Third Principal Meridian, in Menard County, Illinois, more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter of the Southwest Quarter of the aforesaid Section 35; thence North 90 degrees 00 minutes 00 seconds East along the South line of said Quarter Quarter Section 1042.00 feet; thence North 00 degrees 00 minutes 00 seconds West 40.00 feet; thence North 31 degrees 02 minutes 10 seconds West 196.62 feet to an iron pin; thence North 25 degree 13 minutes 08 seconds East 62.46 feet to the Southwest corner of the Ronald and Jackie Lindsay property; thence North 07 degrees 09 minutes 31 seconds East along the East right-of-way line of Grist Mill Lane 228.57 feet to a 5/8" rebar, the true point of beginning; thence South 79 degrees 01 minutes 37 seconds East 85.37 feet to a 5/8" rebar; thence South 77 degrees 11 minutes 32 seconds East 189.70 feet to the West boundary line of Plat 4 of Country Lake Estates Subdivision; thence North 09 degrees 52 minutes 57 seconds West along said West boundary line 866.65 feet to the South right-of-way line of Grist Mill Lane and the beginning of a curve to the left having a radius of 775 feet, a delta of 15 degrees 29 minutes 26 seconds, an arc length of 209.53 feet and a chord which bears South 68 degrees 45 minutes 30 seconds West for a distance of 208.89 feet to the beginning of a curve to the left having a radius of 20 feet, a delta of 88 degrees 54 minutes 54 seconds, an arc length of 31.04 feet and a chord which bears South 24 degrees 05 minutes 21 seconds West for a distance of 28.02 feet; thence South 19 degrees 51 minutes 35 seconds East along the East right-of-way line of Grist Mill Lane 268.63 feet to the beginning of a curve to the right having a radius of 457.50 feet, a delta of 26 degrees 19 minutes 54 seconds, an arc length of 210.25 feet and a chord which bears South 06 degrees 41 minutes 38 seconds East 208.41 feet; thence South 07 degrees 09 minutes 31 seconds West 236.43 feet to the true point of beginning, containing 3.69 acres, more or less.

Situated in the County of Menard in the State of Illinois.

Parcel #12-35-300-024

PIN: Lake One 12-35-307-994

PIN: Lake Two 12-35-307-993

Address: Country Lake Estates, P.O. Box 424, Athens, IL 62613

Parcel III:

The area encompassed by the dam constructed with respect to Lake One and Lake Two of Lincoln Country Development, Inc. Country Lake Estates Subdivision which dam is more

specifically depicted on the following subdivision plats of Lincoln Country Development, Inc. Country Lake Estates Subdivision:

A. Lincoln Country Development, Inc. First Plat Country Lake Estates First Addition as described in the plat thereof and recorded in the Menard County Recorder's Office, Menard County, Illinois as Document No. 102870 in Book 1 at Page 82.

B. Lincoln Country Development, Inc. Country Lake Estates Fourth Addition as described in the plat thereof recorded in the Menard County Recorder's Office, Menard County, Illinois as Document No. 167434 in Plat Cabinet B, Page 74.

C. All of Grantor's interest in a Permanent Ingress and Egress Easement dated June 30, 2011 for the purpose of access to the dam described in this Parcel III by Lincoln Country Development, Inc. and its successors and assigns, and recorded July 6, 2011 in Book 1025, page 1715 as Document No. 210185 of the Menard County Illinois Recorder's Office.

PIN: 12-35-300-024

Address: Country Lake Estates, P.O. Box 424, Athens, IL 62613

**Parcel IV:**

All of the common areas not otherwise described as lots on the plats of the subdivisions of each of the Lincoln Country Development, Inc. Country Lake Estates Addition and described as Country Lake Estates First Addition; Country Lake Estates Second Addition; Country Lake Estates Third Addition; and Country Lake Estates Fourth Addition. This shall include all common areas and public areas of the Country Lake Estates Subdivisions as described in the foregoing plats of each of the First Addition, Second Addition, Third Addition and Fourth Addition of Country Lake Estates Subdivisions and as described in the Declaration of Restrictive Covenants for each of the additions to the Lincoln Country Development, Inc. Country Lake Estates Subdivisions and identified as follows:

A. Lincoln Country Development, Inc. Country Lake Estates Subdivision Declaration of Restrictive Covenants for the First Addition dated September 13, 1973 and recorded in the Menard County Recorder's Office, Menard County, Illinois as Document No. 102549 in Book 125, Page 7 and amendments to the restrictive covenants dated July 15, 1975 recorded in Book 129 at Page 88 as Document No. 105442 and amendments to such Restrictive Covenants dated December 31, 1979 and recorded in Book 142 at Page 285 as Document No. 14549, all in the office of recorded deeds of Menard County, Illinois.

B. Lincoln Country Development, Inc. Country Lake Estates Subdivision Declaration of Restrictive Covenants for the Second Addition recorded January 5, 1978 in the Menard County Recorder's Office, Menard County, Illinois as Document No. 110717 in Book 136, Page 446 and an amendment to such Restrictive Covenants recorded March 17, 1980 in the Menard County Recorder's Office, Menard County, Illinois as Document No. 114840 in Book 142, Page 458.

C. Lincoln Country Development, Inc. Country Lake Estates Subdivision Declaration of Restrictive Covenants for the Third Addition as recorded July 27, 1994 in the Menard County Recorder's Office, Menard County, Illinois as Document No. 146607 in Book 310, Page 273 and an amendment thereto recorded March 9, 2006 in the Menard County Recorder's Office, Menard County, Illinois as Document No. 192800 in Book 898, Page 327.

D. Lincoln Country Development, Inc. Country Lake Estates Subdivision Declaration of Restrictive Covenants for the Fourth Addition recorded February 9, 2000 in the Menard County Recorder's Office, Menard County, Illinois as Document No. 167435 in Book 533 at Page 26 and an amendment to such Declaration of Restrictive Covenants filed February 9, 2001 in the Menard County Recorder's Office, Menard County, Illinois as Document No. 170938 in Book 574, Page 183 and an amendment to the Declaration of Restrictive Covenants filed September 22, 2006 in the Menard County Recorder's Office, Menard County, Illinois as Document No. 194695 in Book 926, Page 56.

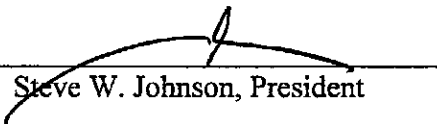
Situated in the County of Menard and State of Illinois.


Subject to 2012 real estate taxes due and payable in 2013 and all subsequent real estate taxes.

Subject to all restrictions and covenants of record and all applicable zoning ordinances.

IN TESTIMONY WHEREOF, the said LINCOLN COUNTRY DEVELOPMENT, INC., a corporation, hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its President, and attested by its Secretary, this 26 day of September, A.D. 2013.

LINCOLN COUNTRY DEVELOPMENT, INC.  
A Corporation

By   
Steve W. Johnson, President

ATTEST:  
  
Donald D. Hopwood, Secretary

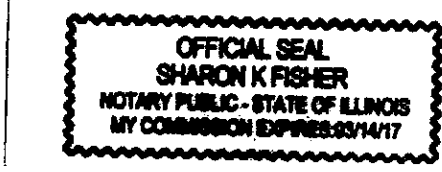
STATE OF ILLINOIS        )  
                                      : SS  
COUNTY OF MENARD     )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that STEVE W. JOHNSON, personally known to me to be the President of LINCOLN COUNTRY DEVELOPMENT, INC., a corporation, and DONALD 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 26 day of SEPTEMBER, A.D. 2013.

Sharon K. Fisher

Exempt under provisions of Paragraph \_\_"e"\_\_  
Section 31-45, of the Real Estate Transfer Tax Law  
(35 ILCS 200/31-45)



Donald D. Hopwood  
Date                   Buyer, Seller or Representative

**MENARD COUNTY AFFIDAVIT FOR PURPOSE OF PLAT ACT REQUIREMENTS (765 ILCS 205)**  
**(THIS IS A LEGAL DOCUMENT – IT IS RECOMMENDED THAT YOU CONSULT YOUR PRIVATE ATTORNEY)**

**\*PLEASE READ:** This affidavit only ensures the Recorder’s Office compliance with the State Plat Act. It does not ensure compliance with Menard County or any applicable municipal zoning or subdivision regulations. For your protection, it is highly recommended that you consult with the Menard County Zoning Administrator, prior to signing this affidavit, to ensure compliance with the Menard County zoning and subdivision ordinances or consult with a municipal official to ensure compliance with their zoning and subdivision regulations, if applicable. **IF VIOLATIONS OF MENARD COUNTY OR APPLICABLE MUNICIPAL ZONING AND/OR SUBDIVISION ORDINANCES ARE FOUND, ENFORCEMENT ACTION MAY BE TAKEN.**

I HAVE CONSULTED WITH THE MENARD COUNTY ZONING OFFICE? (circle one)    yes    no    not applicable

(ORIGINAL AFFIDAVIT REQUIRED FOR RECORDING, COPIES *WILL NOT BE ACCEPTED*)

Affiant is the Grantor or is the Grantor(s) authorized representative in a deed transferring interest in the real estate described in the accompanying deed. Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

*(Please check all that apply)*

- A. NOT A DIVISION OF LAND (parcel lines unchanged)
- B. DIVISION FOR TAXING JURSDICTION CHANGE PURPOSES ONLY (parcel lines change to reflect change in taxing jurisdiction – Option “B” should not be checked to reflect a change in ownership.)
- C. A DIVISION OF LAND THAT MEETS ONE OF THE FOLLOWING EXCEPTIONS TO THE PLAT ACT;

- 1. The division or subdivision of land is into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
- 2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
- 3. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access.
- 5. The conveyance of land or interests therein for use as right-of-way for railroads or other public utility facilities and other pipelines, which does not involve any new streets or easements of access.
- 6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- 7. Conveyances made to correct descriptions in prior conveyances.
- 8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
- 9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger lot on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.
- 10. The preparation of a plat for wind energy devices under Section 10-620 of the Property Tax Code.

Under the penalties of perjury I swear that the statements contained here are true and correct.

NAME Donald D. Hopwood SIGNATURE: *Donald D. Hopwood*  
*(Please Print)*

DATE: 10-26, 2013

Subscribed and sworn to before me this 25<sup>th</sup> day of October, 2013

*Carol Schaffer*  
Notary Public





THIS INSTRUMENT WAS PREPARED UNDER THE SUPERVISION OF  
DAVID D. STANTON, ATTORNEY AT LAW,  
FOR  
THE FEDERAL LAND BANK OF ST. LOUIS  
1415 OLIVE STREET  
ST. LOUIS, MISSOURI

Loan No. 410305-3-0...

27-B Illinois (Rev.)

### RELEASE DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, THE FEDERAL LAND BANK OF ST. LOUIS, a corporation, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, release, convey and quit claim unto

Lincoln Country Development, Inc., a Delaware Corporation licensed to do business in Illinois all right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain mortgage deed dated the 23rd day of July 1980, and recorded in the Recorder's Office of Menard County, Illinois, in Book 83 at Page 445, insofar as same may be a lien upon the premises thereby conveyed.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its Vice-President, and its corporate seal, duly attested by its Assistant Secretary, to be hereunto affixed, they being thereunto duly authorized, this 29th day of April A.D. 1987



THE FEDERAL LAND BANK OF ST. LOUIS

By Roland J. Rexroth  
Vice-President

Margaret Bryson  
Assistant Secretary

**FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.**

#### ACKNOWLEDGMENT

State of Missouri }  
City of St. Louis. } ss.

I, Katherine H. Swanger, Notary Public, in and for said City and State, hereby certify that Roland J. Rexroth Vice-President of THE FEDERAL LAND BANK OF ST. LOUIS, who is personally known to me, and known to be such Vice-President of said Corporation, and the same person whose name is subscribed to the above instrument as such Vice-President, appeared before me this day in person in the said City and State, and being by me duly sworn did say that he was on the date of the execution of the said instrument Vice-President of the said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by the authority of its Board of Directors, and he acknowledged that he, being informed of the contents of the conveyance, as such Vice-President, signed, sealed and delivered the said instrument by signing the name of the Corporation by himself as Vice-President as his own free and voluntary act as such Vice-President, and as the free and voluntary act and deed of the said Corporation, for the uses and purposes therein set forth.

I further certify that the seal of said Corporation, as affixed to said instrument was attested and proven before me by Margaret Bryson as Assistant Secretary of said Corporation.

Given, under my hand and notarial seal this 29th day of April 1987



Katherine H. Swanger  
KATHERINE H. SWANGER  
NOTARY PUBLIC - STATE OF MISSOURI  
CITY OF ST. LOUIS  
MY COMMISSION EXPIRES MAR. 15, 1991

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THE FEDERAL LAND BANK  
OF ST. LOUIS,  
a corporation,  
to

Lincoln Country Development, Inc.,  
a Delaware Corporation licensed to  
do business in Illinois.

STATE OF ILLINOIS, } ss.  
County, }

I hereby certify that this instrument was  
filed for record in the Recorder's Office of  
the County and State aforesaid on the.....  
day of..... A. D. 19.....  
at..... o'clock..... M., as Doc.  
No..... and was recorded  
in Book..... of.....  
or page.....

Recorder.

RETURN TO:  
FLEM OF SPRINGFIELD—LINCOLN  
P. O. BOX 68  
PETERSBURG, IL 62675  
ASSN. #191-4

STATE OF ILLINOIS } SS. NO. 126772  
MENARD COUNTY }

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

MAY 7 - 1987

at 1:10 o'clock P. M. and recorded in book  
163 of Records on page 312

James C. Cook Recorder

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RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That The Havana National Bank, a banking corporation organized and existing under and by virtue of the Laws of the United States of America, having its principal office in the City of Havana, in the County of Mason and State of Illinois, for and in consideration of the full payment of the Note secured by the Real Estate Mortgage, hereinafter specifically described, of the amount therein mentioned, does hereby grant, bargain, remise, convey, release and quitclaim unto Lincoln Country Development, Inc., a Delaware corporation of the Athens, in the County of Menard, all the right, title, interest, claim or demand whatsoever The Havana National Bank may have acquired in, through or by a certain Real Estate Mortgage bearing date the 24 day of April, A.D. 1987, and recorded in the Recorder's Office of Menard County, Illinois in Volume 162 of Real Estate Records on Pages 69 bearing No. 126678, to the premises therein described, to-wit:

For legal real estate description, see Exhibit attached hereto, made a part hereof, and signed by Mortgagor for further identification.

147067

OF ILLINOIS }  
MENARD COUNTY } SS. NO. \_\_\_\_\_  
This Instrument was filed for Record in  
the Recorder's Office of Menard County aforesaid  
on

SEP 14 1994

at 10:05 O'clock A M. and recorded  
in book 314 of Rec. on page 196  
Marjorie O'Brien Recorder

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

ret

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which said Real Estate Mortgage was made to secure one (1) Promissory Note, bearing even date with said Real Estate Mortgage in the principal sum of One Hundred Forty Thousand dollars and no/100

140,000.00

This release is given under and by virtue of authority vested in the Vice President and Assistant Vice President of said The Havana National Bank, pursuant to a resolution passed by the Directors of said The Havana National Bank. A copy of said resolution delegating the authority of the Vice President and Assistant Vice President to release mortgages in which The Havana National Bank is named as mortgagee is recorded in the Recorder's Office in Mason County, Illinois in Book 440 of Real Estate Records on Pages 130-136.

IN WITNESS WHEREOF, The Havana National Bank has caused its name to be subscribed to these presents and the corporate seal of said The Havana National Bank attached by its Vice President and Assistant Vice President, attested by its Assistant Vice President, under and by virtue of the resolution hereinbefore set forth.

DATED this 2nd day of September, A.D. 1994

THE HAVANA NATIONAL BANK

BY Gary L. Elliott  
Title: Vice President



ATTEST:  
Steven J. Moehring  
Title: Assistant Vice President

STATE OF ILLINOIS )

ss.

COUNTY OF MASON )

I, Carrie M Shaw, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gary L Elliott and Steven J Moehring, respectively, the Vice President and Assistant Vice President of the Havana National Bank, a banking corporation organized and existing under and by virtue of the Laws of the United States of America, and also personally known to me to be the same persons whose names are affixed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act of The Havana National Bank, a banking corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by a resolution adopted by the Board of Directors of said The Havana National Bank, said resolution being recorded in the Recorder's Office of Mason County, Illinois.

Given under my hand and Notarial seal, this 2nd day of September, A.D. 1994

"OFFICIAL SEAL"  
CARRIE M. SHAW, NOTARY PUBLIC  
MASON COUNTY, ILLINOIS  
My Commission Expires 9/15/96

Carrie M Shaw  
Notary Public

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EXHIBIT

Part of Section 35, Township 18 North, Range 6 West of the Third Principal Meridian more particularly described as follows: Commencing at an iron pin found marking the Southeast corner of the Southwest Quarter of the Southeast Quarter of the aforesaid Section 35; thence North 0 degrees 25 minutes 10 seconds West, 1872.87 feet; thence South 90 degrees 00 minutes 00 seconds West, 52.7 feet to an iron pin; thence North 0 degrees 35 minutes 29 seconds West, 1034.62 feet to a concrete marker being the true point of beginning; thence South 89 degrees 34 minutes 50 seconds West, 147.20 feet to an iron pin marking the beginning of a tangent curve of 455.71 foot radius concave Northeasterly thence Northwesterly through a central angle of 29 degrees 30 minutes a distance of 234.63 feet to an iron pin marking the point of beginning of a curve of 1343.84 foot radius whose center bears South 29 degrees 04 minutes 50 seconds West and is concave Southwesterly thence Northwesterly through a central angle of 23 degrees 30 minutes a distance of 551.18 feet to a curve of 1034.90 foot radius whose center bears South 16 degrees 34 minutes 0 seconds West and is concave Southeasterly; thence Southwesterly through a central angle of 46 degrees 09 minutes 01 seconds a distance of 883.64 feet to a curve of 552.11 foot radius whose center bears North 49 degrees 51 minutes 26 seconds West and is concave Northwesterly; thence Southwesterly through a central angle of 14 degrees 45 minutes 24 seconds a distance of 142.20 feet to an iron pin; thence South 22 degrees 55 minutes 01 seconds East, 160.00 feet being the point of intersection of the North right-of-way of Grist Mill Lane and the West boundary line of the Second Addition of Country Lake Estates as shown by a plat thereof recorded as Document Number 110716 in Plat Cabinet A, at page 145, of the Menard County Recorder's Office, Menard County, Illinois; thence Westerly from said point of intersection along a line being the North right-of-way line of a roadway described as 30 feet either side of a centerline commencing at the point of intersection of the centerline of Grist Mill Lane and the West boundary line of the said Second Addition of Country Lake Estates as shown by the plat described herein and being situated on a 742.11 foot radius curve concave Northwesterly; thence Westerly through a central angle of 36 degrees 50 minutes 15 seconds a distance of 477.12 feet along said curve; thence North 76 degrees 25 minutes 10 seconds West, 305.00 feet to the beginning of an 805 foot radius tangent curve concave Southeasterly; thence Southwesterly through a central angle of 45 degrees 48 minutes 22 seconds a distance of 643.56 feet; thence South 19 degrees 51 minutes 35 seconds East, 300.94 feet to the beginning of a 427.50 foot radius tangent curve concave Westerly; thence Southerly through a central angle of 26 degrees 19 minutes 56 seconds a distance of 196.47 feet; thence South 6 degrees 28 minutes 19 seconds West, 465.0 feet to the beginning of a 67.0 foot radius tangent curve concave Northwesterly; thence Southwesterly through a central angle of 39 degrees 36 minutes 42 seconds a distance of 46.32 feet; thence West on a line parallel with the North line of said Section 35 to the West line of said Section 35; thence North to the North boundaryline of the South Half of the Northwest Quarter of said Section 35; thence East along the North line of the South Half of the Northwest Quarter of said Section 35; thence East along the North line of the Southwest Quarter of the Northeast Quarter of said Section 35; thence South along the East line of the Southwest Quarter of the Northeast Quarter of said Section 35 to a point directly East of the point of beginning; thence West to the point of beginning. Subject to outstanding coal rights or record under said real estate. Situated in the County of Menard and State of Illinois.

EXHIBIT

LINCOLN COUNTRY DEVELOPMENT, INC.,  
a Delaware Corporation,

By Delbert W. Johnson (SEAL)  
Delbert W. Johnson, President and in his  
individual capacity.

By Don D. Hopwood (SEAL)  
Don D. Hopwood, Secretary and in his  
individual capacity.