

199904120

01-26-1999 10:24 AM

SANGAMON COUNTY
ILLINOIS

21.00
10 PATTY

MARY ANN LAMM
SANGAMON COUNTY RECORDER

PROTECTIVE COVENANTS RELATING TO
COUNTRY LAKE WEST - THIRD PLAT

Recorded as Doc# 99R04110 on 1/26/99



8920 FARMINGTON CEMETERY ROAD
PLEASANT PLAINS, IL 62677

000266

**PROTECTIVE COVENANTS RELATING TO
COUNTRY LAKE WEST - THIRD PLAT**

KNOW ALL MEN BY THESE PRESENTS:

DESCRIBED IN CLAUSE I OF THIS DECLARATION AND BEING DESIROUS OF SUBJECTING SAID PROPERTY TO THE RESTRICTIONS, COVENANTS, RESERVATIONS AND CHARGES HEREINAFTER SET FORTH, EACH OF WHICH SHALL INURE TO THE BENEFIT OF AND PASS WITH SAID PROPERTY, AND EACH AND EVERY PARCEL THEREOF, AND SHALL APPLY THAT WILLIAM D. AND CAROLYN S. KINNER BEING THE OWNERS OF THE LAND, TO AND BIND THE UNDERSIGNED AND ITS SUCCESSORS AND ASSIGNS, HEREBY DECLARES THAT THE PROPERTY DESCRIBED IN CLAUSE I HEREOF IS HELD AND SHALL BE TRANSFERRED, SOLD AND CONVEYED SUBJECT TO THE CONDITIONS, RESTRICTIONS, COVENANTS, RESERVATIONS AND CHARGES HEREINAFTER SET FORTH.

CLAUSE I

PART OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 16 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT A FOUND STONE MARKING THE SOUTH QUARTER CORNER OF THE AFOREMENTIONED SECTION 29, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SECTION LINE TO AN IRON PIPE MARKING THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 606.87 FEET TO AN IRON PIPE, THENCE NORTH 00 DEGREES 09 MINUTES 56 SECONDS WEST A DISTANCE OF 1316.13 FEET TO AN IRON PIPE LOCATED ON THE QUARTER, QUARTER SECTION LINE, THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS EAST ALONG THE QUARTER, QUARTER SECTION LINE A DISTANCE OF 675.35 FEET TO AN IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 11 OF COUNTRY LAKE WEST 2ND PLAT, THENCE SOUTH 35 DEGREES 49 MINUTES 44 SECONDS WEST A DISTANCE OF 217.46 FEET TO AN IRON PIPE MARKING THE SOUTHWEST CORNER OF THE AFOREMENTIONED LOT 11, THENCE SOUTH 02 DEGREES 56 MINUTES 43 SECONDS EAST A DISTANCE OF 76.99 FEET TO AN IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 15 OF COUNTRY LAKE WEST 2ND PLAT, THENCE NORTH 54 DEGREES 11 MINUTES 46 SECONDS WEST A DISTANCE OF 45.00 FEET TO AN IRON PIN, THENCE SOUTH 35 DEGREES 48 MINUTES 14 SECONDS WEST A DISTANCE OF 145.02 FEET TO AN IRON PIN, THENCE SOUTH

54 DEGREES 13 MINUTES 55 SECONDS EAST A DISTANCE OF 285.09 FEET TO AN IRON PIPE MARKING THE SOUTHWEST CORNER OF LOT 13 OF COUNTRY LAKE ESTATES 2ND PLAT, THENCE SOUTH 66 DEGREES 44 MINUTES 40 SECONDS EAST A DISTANCE OF 138.62 FEET TO AN IRON PIPE MARKING THE SOUTHEAST CORNER OF THE AFOREMENTIONED LOT 13, THENCE SOUTH 58 DEGREES 39 MINUTES 56 SECONDS EAST A DISTANCE OF 59.97 FEET TO AN IRON PIPE, THENCE NORTH 66 DEGREES 18 MINUTES 28 SECONDS EAST A DISTANCE OF 115.04 FEET TO AN IRON PIPE MARKING THE SOUTHEAST CORNER OF LOT 12 COUNTRY LAKE WEST 2ND PLAT, THENCE SOUTH 00 DEGREES 03 MINUTES 13 SECONDS EAST A DISTANCE OF 79.98 FEET TO AN IRON PIPE MARKING THE SOUTHWEST CORNER OF LOT 4 OF COUNTRY LAKE WEST, THENCE SOUTH 10 DEGREES 24 MINUTES 28 SECONDS WEST A DISTANCE OF 312.05 FEET TO AN IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 3 OF COUNTRY LAKE WEST, THENCE SOUTH 00 DEGREES 03 MINUTES 09 SECONDS EAST A DISTANCE OF 145.95 FEET TO AN IRON PIPE, THENCE NORTH 89 DEGREES 58 MINUTES 45 SECONDS WEST A DISTANCE OF 279.20 FEET TO AN IRON PIPE, THENCE SOUTH 00 DEGREES 01 MINUTES 45 SECONDS EAST A DISTANCE OF 233.99 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 21.433 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.

AND THE FOLLOWING DESCRIBED PROPERTY;

LOT P-1 OF COUNTRY LAKE WEST, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 16 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN;

EXCEPT THAT PART OF LOT P-1, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT P-1; THENCE SOUTH ON THE EAST LINE OF LOT P-1 175.00 FEET; THENCE WEST 151.90 FEET, MORE OR LESS; TO A POINT ON THE WEST LOT LINE OF LOT P-1, SAID POINT BEING 175.00 FEET SOUTHERLY OF THE NORTHWEST CORNER OF LOT P-1; THENCE NORTH 175 FEET TO THE NORTHWEST LOT CORNER OF LOT P-1; THENCE EAST 120.00 FEET TO THE POINT OF BEGINNING.

CLAUSE II

TO INSURE THE BEST USE AND MOST APPROPRIATE DEVELOPMENT AND IMPROVEMENT OF EACH BUILDING SITE THEREIN; TO PROTECT THE OWNERS OF BUILDING SITES AGAINST SUCH IMPROPER USE OF SURROUNDING LAND AS WILL DEPRECIATE THE VALUE OF THEIR PROPERTY; TO PRESERVE, SO FAR AS PRACTICABLE, THE NATURAL BEAUTY OF SAID PROPERTY; TO GUARD

AGAINST THE ERECTION THEREON OF POORLY DESIGNED OR PROPORTIONED STRUCTURES AND STRUCTURES BUILT OF IMPROPER OR UNSUITABLE MATERIALS; TO OBTAIN HARMONIOUS APPEARANCES; TO ENCOURAGE AND SECURE THE ERECTION OF ATTRACTIVE HOMES WITH APPROPRIATE LOCATIONS THEREOF ON BUILDING SITES; TO SECURE AND MAINTAIN PROPERTY SETBACKS FROM STREETS AND ADEQUATE FREE SPACES BETWEEN STRUCTURES AND IN GENERAL TO PROVIDE ADEQUATELY FOR THE HIGH-TYPE AND QUALITY OF IMPROVEMENT ON SAID PROPERTY AND THEREBY ENHANCE THE VALUES OF INVESTMENTS MADE BY PURCHASERS OF BUILDING SITES THEREIN, THE REAL PROPERTY DESCRIBED IN CLAUSE I HEREOF IS HEREBY SUBJECTED TO THE FOLLOWING CONDITIONS, RESTRICTIONS, COVENANTS, RESERVATIONS AND CHARGES, TO-WIT;

(A) NO BUILDING SITE SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY BUILDING SITE OTHER THAN DWELLINGS NOT TO EXCEED TWO STORIES IN HEIGHT. NO OUTBUILDINGS SHALL BE ALLOWED ON ANY LOT.

(B) NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY BUILDING SITE UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND A PLOT PLAN SHOWING THE LOCATION OF THE STRUCTURE HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE (OR BY A REPRESENTATIVE DESIGNATED BY A MAJORITY OF THE MEMBERS OF SAID COMMITTEE) AS TO QUALITY OF WORKMANSHIP AND MATERIAL, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISHED GRADE ELEVATION AND BUILDING LINES. THE WORDS "FAMILY DWELLING" OR AS USED IN THESE COVENANTS, SHALL BE CONSTRUED AS SINGLE-FAMILY DWELLING. NO FENCE OR WALL SHALL ERECTED, PLACED OR ALTERED ON ANY BUILDING SITE NEARER TO ANY STREET THAN THE MINIMUM BUILDING SET-BACK LINE SHOWN ON THE PLAT OF SUCH SUBDIVISION, UNLESS SIMILARLY APPROVED. SAID ARCHITECTURAL CONTROL COMMITTEE SHALL BE COMPOSED OF WILLIAM D. KINNER AND JAMES T. CLEMENS. IN THE EVENT OF THE DEATH OR RESIGNATION OF EITHER MEMBER OF SAID COMMITTEE, THE REMAINING MEMBER SHALL HAVE ALL AUTHORITY TO APPROVE AND DISAPPROVE SUCH DESIGN AND LOCATION, OR TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY, OR TO APPOINT A MEMBER OR MEMBERS TO FILL THE VACANCY. IN THE EVENT SAID COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS AND PLOT PLANS HAVE BEEN SUBMITTED TO IT, OR, IN ANY EVENT, IF NO SUIT TO ENJOIN THE ERECTION OF SUCH BUILDING OR THE MAKING OF SUCH ALTERATIONS HAS BEEN COMMENCED WITHIN THIRTY (30)

DAYS AFTER CONSTRUCTION IS COMMENCED, OR PRIOR TO THE COMPLETION THEREOF (WHICHEVER PERIOD IS THE LONGER), SUCH APPROVAL WILL NOT BE REQUIRED (BUT THIS SENTENCE SHALL NOT BE CONSTRUED TO APPLY TO VIOLATION OF PARAGRAPH (F) FOLLOWING). NEITHER A MEMBER OF SAID COMMITTEE NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. THE POWERS AND DUTIES OF SUCH COMMITTEE AND OF ITS DESIGNATED REPRESENTATIVE SHALL CEASE AS OF JANUARY 1, 2012, AND THEREAFTER THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED, UNLESS PRIOR TO SAID DATE AND EFFECTIVE THEREON, A WRITTEN INSTRUMENT SHALL HAVE BEEN EXECUTED BY THE THEN RECORD OWNERS OF A MAJORITY OF THE AREA OF THE LAND WITHIN THE BOUNDARIES OF SAID LOTS AND SHALL HAVE BEEN DULY RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF SANGAMON COUNTY, APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER, FOR THE TIME SPECIFIED IN SAID AGREEMENT, EXERCISE THE SAME POWERS EXERCISED BY SAID COMMITTEE.

(C) NO DWELLING SHALL BE ERECTED ON ANY BUILDING SITE WITH A MINIMUM GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE-STORY OPEN PORCHES, PATIOS AND GARAGES, OF LESS THAN 1750 SQUARE FEET OF A ONE-STORY DWELLING, NOR LESS THAN 1200 SQUARE FEET FOR THE FIRST FLOOR OF A DWELLING OF MORE THAN ONE STORY, WITHOUT WRITTEN PERMISSION FROM THE ARCHITECTURAL COMMITTEE.

(D) NO BUILDING, EXCLUSIVE OF EAVES AND STEPS, SHALL BE LOCATED ON ANY BUILDING SITE NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET LINE THAN THE MINIMUM SET-BACK LINES SHOWN ON THE RECORDED PLAT. NO DWELLING SHALL BE LOCATED ON ANY BUILDING SITE NEARER THAN THAT ALLOWED BY ZONING TO ANY INTERIOR LOT LINE. INTERIOR LOT LINES, AS USED HEREIN, MEANS THE LOT LINES HAVING NO STREET FRONTAGE SHOWN ON THE RECORDED PLAT OF SAID SUBDIVISION, EXCEPT WHEN A SINGLE TRACT IN SAID SUBDIVISION CONSISTS OF MORE THAN ONE LOT CONTIGUOUS TO ALL OR PART OF ANOTHER LOT, WITH THE OWNERSHIP OF ALL SUCH TRACT IN COMMON, THEN THE EXTERIOR LINES OF SUCH TRACT THAT HAVE NO STREET FRONTAGE SHALL BE CONSIDERED TO BE THE INTERIOR LOT LINES FOR ALL OF SUCH TRACT.

(E) THE GRADE LINE OF ANY LOT SHALL BE MAINTAINED TO CORRESPOND WITH THAT OF SURROUNDING PROPERTY.

(F) NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUT-BUILDING PLACED ON ANY LOT SHALL, AT ANY TIME, BE USED AS A RESIDENCE, TEMPORARILY OR PERMANENTLY.

(G) NO SPIRITUOUS, VINOUS OR MALT LIQUORS SHALL BE SOLD OR KEPT FOR SALE ON ANY LOT.

(H) NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT DOGS, CATS OR OTHER HOUSEHOLD PETS WHICH MAY BE KEPT, PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

(I) NO NOXIOUS OR OFFENSIVE ACTIVITY OR TRADE SHALL BE CARRIED ON OR UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD, DISTURB THE PEACE AND QUIET THEREOF OR ANNOY ANY OCCUPANT OF NEIGHBORING PROPERTY.

(J) NO LOT, OR ANY PART THEREOF SHALL BE USED, EITHER TEMPORARILY OR PERMANENTLY, TO SELL, STORE OR ACCUMULATE USED CARS, PARTS THEREOF OR JUNK OF ANY KIND OR CHARACTER WHATEVER. RUBBISH, TRASH, GARBAGE, OR OTHER WASTE SHALL NOT BE KEPT ON ANY LOT EXCEPT TEMPORARILY, AND ALL SUCH RUBBISH, TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS. ALL GARBAGE AND REFUSE SHALL BE HAULED AWAY WEEKLY. ALL EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

(K) ALL CULVERTS INSTALLED FOR DRIVEWAY PURPOSES SHALL BE APPROVED BY THE TOWNSHIP ROAD COMMISSIONER PRIOR TO INSTALLATION.

(L) NO OUTSIDE TOILETS SHALL BE MAINTAINED UPON ANY LOT.

(M) CUSTOMARY CONNECTIONS SHALL BE MADE TO ANY GAS LINES WHEN AND IF THE SAME ARE AVAILABLE.

(N) NO BUILDING SHALL BE CONSTRUCTED ON SAID PREMISES UNLESS IT HAS A GENERAL CONSTRUCTION OF BRICK OR STONE OR FRAME, OR COMBINATION OF BRICK, STONE OR FRAME. A MINIMUM OF APPROXIMATELY ONE-HALF OF THE BUILDING FRONT SHALL BE BRICK OR STONE.

(O) EASEMENTS OVER THAT PORTION OF ANY LOT DESIGNATED AS "EASEMENT" ON THE RECORDED PLAT OF SAID SUBDIVISION, AND OVER ALL PORTIONS DESIGNATED AS "ROADWAYS", ARE HEREBY RESERVED FOR DRAINAGE AND THE USE OF PUBLIC UTILITY COMPANIES, CABLE TV COMPANIES, AND OTHERS, TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE

AND MAINTAIN PIPES, TILE, CONDUITS, CABLES, POLES AND WIRE, EITHER OVERHEAD OR UNDERGROUND, FOR THE PURPOSE OF PROVIDING ANY PROPERTY IN SAID SUBDIVISION WITH GAS, ELECTRIC, TELEPHONE, WATER, SEWER OR OTHER UTILITY SERVICE.

(P) NO LOT OWNER OR OCCUPANT SHALL PERMIT ANY TRUCK OR COMMERCIAL VEHICLE (EXCEPT ONE (1) PICKUP TRUCK OR VAN THAT DOES NOT EXCEED ONE (1) TON IN CAPACITY) TO BE PARKED OR STORED ON THE LOT, IN THE DRIVEWAY OR IN THE STREET IN FRONT OF OR ALONGSIDE THE LOT.

(Q) NO LOT AS SHOWN ON THE RECORDED PLAT, IS TO BE RE-SUBDIVIDED INTO SMALLER TRACTS OR LOTS.

(R) ONCE CONSTRUCTION SHALL HAVE BEEN INITIATED ON ANY STRUCTURE, CONSTRUCTION OF THAT PARTICULAR STRUCTURE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE TIME SUCH CONSTRUCTION WAS INITIATED. SUCH TIME PERIODS MAY BE EXTENDED UNDER UNUSUAL CIRCUMSTANCES AT THE DISCRETION OF AND WITH THE WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF SAID SUBDIVISION.

(S) LOT OWNERS SHALL BE RESPONSIBLE FOR GRASS MOWING ON THEIR PROPERTY, WHETHER OR NOT THEIR RESIDENCE HAS BEEN BUILT.

(T) ALL LOT OWNERS, BY VIRTUE OF THEIR OWNERSHIP OF A LOT WITHIN COUNTRY LAKE WEST - THIRD PLAT, SHALL AUTOMATICALLY BE A MEMBER IN COUNTRY LAKE WEST HOMEOWNER'S ASSOCIATION, AN ILLINOIS NOT FOR PROFIT CORPORATION. THIS MEMBERSHIP SHALL TRANSFER TO ALL HEIRS, SUCCESSORS AND ASSIGNS WITH EACH LOT AS THEY ARE SOLD OR CONVEYED. THE HOMEOWNER'S ASSOCIATION SHALL BE DEVOTED TO THE FOLLOWING ACTIVITIES:

1. LAKE AND SHORELINE MAINTENANCE
2. LIABILITY INSURANCE FOR COMMON AREAS
3. STREET LIGHTING
4. MAINTENANCE OF COMMONS AREAS
5. OTHER ACTIVITIES AS MAY BE DEEMED NECESSARY.

THE OWNER OF ANY PROPERTY, HIS HEIRS, SUCCESSORS AND ASSIGNS, FURTHER AGREES THAT EACH LOT SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE PAYABLE TO THE TREASURER OF THE HOMEOWNER'S ASSOCIATION. THE OWNER, HIS HEIRS, SUCCESSORS AND ASSIGNS, COVENANTS THAT THEY WILL PAY THIS CHARGE TO THE TREASURER OF THE HOMEOWNER'S ASSOCIATION BY THE FIFTEENTH (15TH) DAY OF JANUARY OF EACH AND EVERY YEAR AND THEY FURTHER COVENANT THAT THE CHARGE SHALL CONTINUE TO BE A LIEN AGAINST THEIR PROPERTY UNTIL FULLY PAID. SUCH CHARGES SHALL ALSO INCLUDE ALL COURT COSTS AND REASONABLE ATTORNEY'S FEES INCURRED BY THE ASSOCIATION IN ENFORCING THESE COVENANTS.

(U) ALL LOT OWNERS WITHIN COUNTRY LAKE WEST SUBDIVISION AND COUNTRY LAKE WEST - SECOND PLAT MAY JOIN THE COUNTRY LAKE WEST HOMEOWNER'S ASSOCIATION. UPON JOINING THE ASSOCIATION, THEIR PROPERTY SHALL BE SUBJECT TO ALL PORTIONS OF SECTIONS (T), (U), (V), (W) AND (X) OF CLAUSE II OF THESE COVENANTS. ALL RIGHTS IMPLIED BY PREVIOUS RECORDED COVENANTS FOR COUNTRY LAKE WEST AND COUNTRY LAKE WEST - SECOND PLAT WILL NOT BE AFFECTED BY THESE COVENANTS.

(V) NO PROPERTY OWNER SHALL BLOCK NATURAL DRAINAGE AREAS.

(W) NO OWNER OF ANY PROPERTY THAT IS CONTIGUOUS TO THE LAKE SHALL BUILD ANY DOCKS WITHOUT PRIOR APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE.

(X) THERE WILL BE A 20 FOOT EASEMENT ADJACENT TO THE SHORELINE AND SURROUNDING THE LAKE AREAS. THIS EASEMENT IS TO BE USED FOR ACCESS TO THE LAKE FOR MAINTENANCE OF THE LAKE AND COMMON AREA. THERE SHALL BE NO FENCES OR OTHER RESTRICTIONS OF ACCESS TO THIS AREA. LOT 1000 (LAKE) AND THE PORTION OF LOT P-1 OF COUNTRY LAKE WEST SUBDIVISION, DESCRIBED IN CLAUSE I, SHALL BE CONSIDERED COMMON AREA AND SHALL BE UTILIZED BY MEMBERS OF THE HOMEOWNER'S ASSOCIATION FOR MAINTENANCE AND RECREATIONAL ACTIVITIES. ACCESS TO THE LAKE FOR RECREATIONAL ACTIVITIES SHALL BE BY EACH OWNER'S LOT (FOR LOTS CONTIGUOUS TO THE LAKE) AND BY THE PORTION OF LOT P-1 DESCRIBED IN CLAUSE I (FOR LOT OWNERS NOT CONTIGUOUS TO THE LAKE). NO MOTORIZED APPARATUS SHALL BE PERMITTED ON THE LAKE EXCEPT FOR MAINTENANCE PURPOSES.

(Y) IN ORDER TO MAINTAIN AND FOSTER A SOUND ENVIRONMENTAL IMPACT ON THE VARIOUS LOTS, BUILDING, CLEARING AND OTHER CONSTRUCTION ACTIVITIES ARE TO BE RESTRICTED AND CONTROLLED BY THE ARCHITECTURAL CONTROL COMMITTEE.

(Z) WITHIN THIRTY(30) DAYS OF ACCEPTANCE BY THE SANGAMON COUNTY HIGHWAY DEPARTMENT OF ALL PROPOSED STREET AND DRAINAGE IMPROVEMENTS FOR THE FINAL PLAT OF COUNTRY LAKE WEST - THIRD PLAT, THE FOLLOWING DESCRIBED PROPERTY SHALL BE DEEDED, IN FEE SIMPLE, BY THE OWNERS, WILLIAM D. AND CAROLYN S. KINNER, TO THE HOMEOWNER'S ASSOCIATION:

LOT 1000 OF COUNTRY LAKE WEST - THIRD PLAT (LAKE)

AND

LOT P-1 OF COUNTRY LAKE WEST, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 16 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN;

EXCEPT THAT PART OF LOT P-1, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT P-1; THENCE SOUTH ON THE EAST LINE OF LOT P-1 175.00 FEET; THENCE WEST 151.90 FEET, MORE OR LESS; TO A POINT ON THE WEST LOT LINE OF LOT P-1, SAID POINT BEING 175.00 FEET SOUTHERLY OF THE NORTHWEST CORNER OF LOT P-1; THENCE NORTH 175 FEET TO THE NORTHWEST LOT CORNER OF LOT P-1; THENCE EAST 120.00 FEET TO THE POINT OF BEGINNING.

(AA) ALL OWNERS SHALL BE REQUIRED TO INSTALL PRIVATE SEWAGE DISPOSAL SYSTEMS, AS MAY BE REQUIRED BY THE SANGAMON COUNTY REGIONAL PLANNING COMMISSION AND/OR THE SANGAMON COUNTY PUBLIC HEALTH DEPARTMENT. EACH OWNER SHALL REFER TO THE RECORDED FINAL PLAT OF COUNTRY LAKE WEST - THIRD PLAT FOR FURTHER RESTRICTIONS REGARDING PRIVATE SEWAGE DISPOSAL SYSTEMS.

CLAUSE III

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2012, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS AN INSTRUMENT IN WRITING, EXECUTED BY THE THEN RECORD OWNERS OF A MAJORITY OF MEMBERS OF THE HOMEOWNER'S ASSOCIATION, SHALL HAVE BEEN RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF SAID COUNTY, AGREEING TO CHANGE OR REVOKE SAID COVENANTS IN WHOLE OR IN PART.

CLAUSE IV

ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES.

CLAUSE V

THE UNDERSIGNED CERTIFIES AND COVENANTS THAT IT HOLDS TITLE TO ALL SAID LAND AND IS AUTHORIZED TO EXECUTE THIS INSTRUMENT.

IN WITNESS WHEREOF OF, WILLIAM D. AND CAROLYN S. KINNER., HAS CAUSED THIS INSTRUMENT TO BE EXECUTED IN SOLE OWNERSHIP AND ATTESTED BY THEIR SIGNATURE THIS 21st DAY OF January 1999.

BY: William D. Kinner Carolyn S. Kinner

CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF SANGAMON)

I, Christine A. Ivins, A NOTARY PUBLIC IN AND FOR THE COUNTY OF SANGAMON, DO HEREBY CERTIFY THAT William D. & Carolyn S. Kinner, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS(ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT (HE) THEY SIGNED, SEALED AND DELIVERED SAID INSTRUMENT AS (HIS) THEIR FREE AND VOLUNTARY ACT. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 21st DAY OF January A.D., 1999.

(SEAL)

Christine A. Ivins
NOTARY PUBLIC



199906941

02-09-1999 12:11 PM

SANGAMON COUNTY
ILLINOIS

15.00
1 CHRISTIE

MARY ANN LAMM
SANGAMON COUNTY RECORDER

**AMENDMENT TO PROTECTIVE COVENANTS
COUNTRY LAKE WEST - 3RD PLAT**

WILLIAM D. KINNER and CAROLYN S. KINNER, as owners of record of Lots One (1) through Fourteen (14), inclusive, Country Lake West - 3rd Plat, Sangamon County,

Hereby amend the Protective Covenants for the above Lots and Plat, recorded January 26, 1999 as Document No. 99R04120 as follows:

Paragraph (T) of Clause II, pages 6-7, relating to the Homeowner's Association is amended by adding this second paragraph:

Dues will be initially due in 2000. Unpaid dues are not a lien on the property unless and until the Homeowner's Association has recorded a Notice of Lien identifying the owner, lot and amount due. Liens accrued but not recorded before a change of owners are not enforceable against the lot or the new owner. No dues lien has priority over existing or subsequent mortgages.

Adopted this 4th day of February, 1999 by the undersigned.

William D. Kinner Carolyn S. Kinner
William D. Kinner Carolyn S. Kinner

STATE OF Illinois
COUNTY OF Sangamon

Acknowledged and signed before me, Tina M. Kink, by William D. Kinner and Carolyn S. Kinner, personally known to me to be the same person whose name is subscribed above, as being executed as a free and voluntary act for the use and purposes set forth, including the release and waiver of the right to homestead.

Tina M. Kink Dated: 2/5, 19 99 (SEAL)
Notary Public



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