

DECLARATION OF COVENANTS AND RESTRICTIONS **416743**
ON BEAVER LAKE SUBDIVISION UNIT #1

The owners, mortgage holders and parties of interest of BEAVER LAKE SUBDIVISION UNIT #1, Grundy County, Illinois, declare the protective covenants and restrictions enumerated below as running with the land for the benefit of the owners of the following premises:

Beaver Lake Unit #1, a Subdivision of part of the West Half
Of Section 16, Township 33 North, Range 8 East of the Third
Principal Meridian, Goose Lake Township, Grundy County, Illinois,

PIN. 06-16-100-002

1. Each property owner becomes a Lot-Owner Member of the GOOSE LAKE ASSOCIATION upon purchase of any lot in BEAVER LAKE SUBDIVISION, Grundy County, Illinois, and shall maintain said membership by payment of an annual maintenance charge as determined by the membership of the Association. The GOOSE LAKE ASSOCIATION may adopt such reasonable rules and regulations as it deems advisable for the uses, maintenance, conservation and beautification of the above premises, and any additional subdivisions in Goose Lake Township, Grundy County, Illinois, made subject to this Declaration. Said rules and regulations shall be for the health, convenience, safety, and general welfare of the owners of said Subdivision and the use of the appurtenant waterways. Said waterways and subdivision in the above premises shall at all times be maintained subject to said rules and regulations.
2. The premises shall be used for residential purposes only, and for one-family dwellings only.
3. The subsurface seepage field, in connection with an individual septic system, shall be located at least seventy-five (75) feet from any private water supply, fifty (50) feet from any lake, and ten (10) feet from dwellings or property lines.
4. No mercantile or manufacturing business or storage or warehousing in connection therewith shall be conducted on any of the residential lots in said Subdivision and no noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
5. No old or used structure of any kind shall be moved upon said premises, nor shall any structure of a temporary character, camper trailer, basement, tent, shack, garage, barn, or other out-buildings be used on any lot at any time as a residence, either temporarily or permanently.
6. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot, or one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a building to advertise the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.

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7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that horses and dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except 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.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

10. If the parties hereto, or any of them, or their heirs, or assigns willfully violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation or to compel them to replace or restore any grades for drainage or enforce any of these covenants and restrictions herein contained.

11. Invalidation of any of these covenants, or any part thereof by judgment or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.

12. Any septic system on the premises must meet the State of Illinois Board of Health requirement and those of the Grundy County Health Department.

13. All lakes, waterways and channels shall be kept open perpetually for the free use and benefit of the members of the GOOSE LAKE ASSOCIATION. Said members shall have the right and easement of enjoyment in and to said lakes, waterways and channels and such easement shall be appurtenant to and shall pass with the title to each lot. No boat on Beaver Lake shall be equipped with a motor in excess of ten (10) horsepower.

Executed at MORRIS Illinois, this 1st day of

APRIL, 2003.

[Signature]
Owner of Lot 29

Owner of Lot _____