STATE OF ITINOIS

GRUNDY COUNTY

This instrument of writing was filed for record on the 9th day of August A. D., 1967, at 205

o'clock P. M., and recorded in book 279

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Recorder

A subdivision of part of Section 27 and Section 28, all in Township 33 North, Range 8 East of the 3rd P.M., Grundy County, Illinois.

PROTECTIVE COVENANTS AND RESTRICTIONS

The owners and platters of the premises included in this plat hereby declare the following protective covenants to be running with the land, for the benefit of said premises and each owner thereof and all future owners thereof:

- I. It is hereby provided that all conveyances of property hereafter made by the present or future owners of any of the land described by the surveyor's certificate hereon, by adopting the description of said platted lands as Lincoln Lake Unit No. 1, to be taken and understood as incorporating in all such conveyances, without repeating the same, the following restrictions, as being applicable to each such lot and all of the tract of land described in said surveyor's certificate.
- 2. The premises shall be used for residence purposes only, and for one family dwellings only, and no building shall be placed on said premises closer than 33', from the property line fronting on a road, nor nearer than 7' from the side property lines of any property owned by one person.
- 3. No one story dwelling shall be erected on any of said lots which shall have an area of less than 800 square feet, and no dwelling of more than one story shall be erected which shall have a ground floor area of less than 600 square feet; such areas, in each case, to be exclusive of areas of porches, breezeways, and garages.
- 4. The subsurface seepage field, in connection with an individual septic system, shall be located at least 75 feet from any private water supply, 50 feet from any lake, and 10 feet from dwellings or property lines.
- 5. 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.
- 6. 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-building be used on any lot at any time as a residence, either temporarily or permanently.
- 7. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- 8. 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.
- 9. 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 material shall be kept in a clean and sanitary condition.

FINCOLN TAKE MUIL NO. 1

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- 10. No boat pier may extend more than two (2) feet into the waters of the lake.
- II. Each property owner becomes an Associate Member of the Goose Lake Association upon purchase and shall maintain said membership by payment of an annual maintenance charge, not to exceed \$25.00, unless said maintenance charge is increased by a vote of the members and associate members of the Association; that said lot shall not be occupied by anyone who is not a member or associate member of the Association and memberships may not be transferred by sale, gift or otherwise unless the transferee has been approved as a member or associate member of the Association by a majority vote of the Association.
- 12. These convenants 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 years from the date these convenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.
- 13. If the parties hereto, or any of them or their heirs, or assigns: will 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 convenant 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 convenants and restrictions herein contained.
- I4. Invalidation of any of these covenants, or any part thereof, by judgement or court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.