

LINCOLN LAKE UNIT NO. 3

A subdivision of part of Section E. 1/4 Sec. 28, 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:

1. 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. 3, 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.
3. 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.
4. No mercantile or manufacturing business or storage or warehousing in connection therewith shall be conducted on any of the residential lots in said subdivison 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, basement, tent, shack, garage, barn, or other out-building 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 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.
7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on and 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 material shall be kept in a clean and sanitary condition.

cont'd Page 2

9. No boat pier may extend more than two (2) feet into the waters of the lake or chanal.

10. Each property owner becomes a Member of the Lincoln 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; all members agree to abide by the rules and regulations of the Association.

11. 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 years each, unless and 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.

12. 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.

13. 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.

First National Bank of Joliet, Trustee Under Trust #62

Walter E. Billerman  
Vice President



ATTEST: Frank Besterman  
Cashier

STATE OF ILLINOIS )  
COUNTY OF GRUNDY)      ss.

I, Thelma M. Finch, a Notary Public in and for said county, in the state aforesaid, DO HEREBY CERTIFY that Walter E. Billerman Vice President of the First National Bank of Joliet, personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such President and ~~Asst~~ Cashier, respectively, appeared before