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89H013203

PROTECTIVE COVENANTS

MARY ANN LAMM  
RECORDER  
SANGAMON CO. IL.

LAKEVIEW ESTATES PLAT II AUBURN, ILLINOIS

Part A. PREAMBLE

09 MAY 30 AM 9 59

I, Oscar M. Lane, Auburn, Illinois, hereby set forth Protective Covenants for development of a part of the E $\frac{1}{2}$  of SE $\frac{1}{4}$  of Section 15, T-13N, R-6-W of the 3rd P.M. and specifically described by Plat of the said subdivision being recorded in the office of Sangamon County, Illinois Recorder of Deeds.

Part B. AREA OF APPLICATION

The following Protective Covenants shall apply in their entirety for the entire area of Plat II of Lakeview Estates.

Part C. RESIDENTIAL AREA COVENANTS

No lots shall be used except for residential purposes.

C-1 ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. Approval shall be as provided in Part G.

C-2 DWELLING COSTS, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than \$60,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1350 square feet for a one-story dwelling, nor less than 1100 square feet for a dwelling of more than one story. No dwelling shall have more than two-stories.

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### C-3 BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line.

No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

### C-4 LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 90 feet (except corner lots) at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet, except as allowed by the Architectural Control Committee.

### C-5 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven and one-half feet of each lot.

### C-6 NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisances to the neighborhood.

### C-7 TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence temporarily or permanently. No permanent mobile homes shall be placed on any lot, nor shall any detached building of any kind be built without approval of Architectural Control Committee.

### C-8 SIGNS

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, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during construction and sales period.

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#### C-9 OIL AND MINING OPERATIONS

No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

#### C-10 LIVESTOCK AND POULTRY

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

#### C-11 GARBAGE AND REFUSE DISPOSAL

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 of disposal of such material shall be kept in a clean and sanitary condition.

### Part D ARCHITECTURAL CONTROL COMMITTEE

#### D-1 MEMBERSHIP

The architectural control committee is composed of the following:

Oscar M. Lane Box A Edgewood Heights, Auburn, Illinois 62615

Marc E. Fuchs Box 669 Farmersville, Illinois 62533

Victor Devos III Auburn, Illinois 62615

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 designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

#### D-2 PROCEDURE

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 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 the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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## PART E GENERAL PROVISIONS

### E-1 TERM

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 years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of 10 years 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.

### E-2 ENFORCEMENT

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.

### E-3 SEVERABILITY

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.

### E-4 PARK PURPOSES

Lakeview Estates shall consist of Plat I and Plat II. Owner agrees to hold and reserve for a park and recreational purposes a tract to be known as "Lakeview Park." Said tract to be described as all that part of Lot 24 in Lakeview Estate Plat II, lying West of the earthen dam on the East side of the lake which is part of said tract. Said lot owners in Plat I shall have the privilege of using said Park and Lake subject to reasonable rules and regulations until such time as that portion of Lot 24 is deeded by owner as herein provided.

Owner agrees that when 50% of the lots shown on said Plat I and the proposed Plat II, except lot 24, are sold and fully paid for, and deeds executed and delivered therefore, owner will convey by Warranty Deed to an association, corporation, trustee or person as a majority of lot owners of said Plats shall in writing designate that portion of Lot 24 described above. Said Deed to provide that the tract so conveyed shall be forever maintained as a park for the benefit of all lot owners in said Plat I and proposed Plat II, subject to such rules and regulations and with such improvements as a majority of said lot owners shall determine. Each lot to have one vote.

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Each lot in said Plat I and Plat II shall be proportionately responsible for cost of the maintenance and upkeep of said Lakeview Park and all provisions, restrictions, conditions, covenants, agreements and charges herein contained shall run with and bind all of said lots and shall inure to the benefit of, and be enforceable by the owners of the lots within said Plats and their respective heirs, executors, administrators, successors and assigns. The lot owners aforescribed hereby covenant that subject to the provisions contained in this paragraph, they shall, in any event, form such association corporation or designate such person or trustee within sixty (60) days after the time when 50% of said lots are sold and fully paid for.

Oscar M. Lane  
Oscar M. Lane, Owner

Ret to:  
Oscar M. Lane  
RR # 3, Box 14  
Auburn Ill  
62615

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05/05/2006	04:41PM
REC FEE:	37.00
REC REST FEE:	4.00
GIS FEE:	9.00
GIS REST FEE:	1.00
RHSP FEE:	10.00
TOTAL:	\$61.00
PAGES:	24

CHRISTINE  
 MARY ANN LAMM  
 SANGAMON COUNTY RECORDER

**FIRST AMENDED PROTECTIVE COVENANTS  
 FOR AUBURN LAKEVIEW ESTATES SUBDIVISION,  
 PLATS I, II, and III**

WHEREAS, the undersigned consist of a majority of the lot owners of Auburn Lakeview Estates Subdivision ("Lot Owners"), a development of part of the E 1/2 of SE 1/2 of Section 15, T-13N, R-6-W of the 3<sup>rd</sup> P.M., and specifically described by Plats I, II and III of said subdivision being recorded in the Office of the Recorder of Sangamon County, Illinois as Document Nos. R55000, 89H013202 and 9122652:

WHEREAS, Protective Covenants for Plats I, II and III of the Auburn Lakeview Estates Subdivision are duly recorded in the Office of the Sangamon County, Illinois Recorder of Deeds; and

WHEREAS, the Auburn Lakeview Estates Homeowners' Association ("Association") was declared and organized by a majority of the then lot owners in Plats I, II, and III of the Auburn Lakeview Estates Subdivision pursuant to said Protective Covenants; and

WHEREAS, said Protective Covenants provide that the covenants may be amended in whole or in part by a recorded instrument signed by the majority of the owners of the lots in the Auburn Lakeview Estates Subdivision; and

WHEREAS, it is desirable to secure the best use and improvements of the lots therein, and to protect the owners of such lots against such use of other lots therein as would depreciate the value of such property, and to prevent the erection of poorly designed or constructed buildings, and to make the best use of and preserve the natural beauty of said property and to locate the buildings thereon with regard to topographic features; and

WHEREAS, the Lot Owners desire to create a finer quality residential subdivision having a standard architectural harmony achieved through consistency of features such as color, texture, material type or exterior style, placement of landscape flora and the preservation of certain existing wooded areas in their natural state, and through relative consistency of design; and

WHEREAS, to secure such objectives, the Lot Owners desire to subject the lots in said subdivision to the following restrictions and covenants, including, but not limited to methods of construction and maintenance as will secure a continuous standard for the proper development of said subdivision. These First Amended Protective Covenants are entered to replace the Protective Covenants for Plats I, II and III of the Auburn Lakeview Estates Subdivision in their entirety.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the aforesaid Lot Owners hereby declare that all lots and building sites in Auburn Lakeview Estates Subdivision, Plats I, II and III, shall be sold, transferred and conveyed subject to the follow covenants and restrictions:

1. USE RESTRICTIONS.

A. The term "building site" as used in these Protective Covenants shall mean any lot of record or portion thereof under a single ownership whether owned by a trust, a partnership, a corporation, an individual or individuals, including ownership in tenancy in common, joint tenancy and tenancy by the

entirety, intended for use as or used as the site and location of a single family dwelling. All building sites and lots hereunder shall only be used for residential purposes and not commercial purposes.

B. The Lot Owners hereby create an ARCHITECTURAL CONTROL COMMITTEE, composed of the Board of Directors of the Association or a committee established by said directors.

C. No building shall be erected, placed, or altered on any lot until the lot owner obtains the written approval of the Architectural Control Committee. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. The committee shall consider quality of workmanship and material, external design, harmony of external design with existing structures, location with respect to topography and finished grades, elevations and building lines, location of driveways and walkways and the preservation of certain existing trees and wooded areas. To comply with this requirement, each lot owner, prior to any construction on the lot, shall first submit actual plans and specifications of the improvement to be constructed to the Architectural Control Committee, including the floor plan, exterior color schemes, and materials, elevations and actual plat plan showing distances from the easements and lot lines, the location of the finished grade height of the first floor, and the name of the lot owner's designated general contractor. The lot owner shall not obtain a building permit until the Architectural Control Committee has approved the plans and specifications. If no objections to the plans and specifications are raised by the Architectural Control Committee within thirty (30) days of submission of the plans and specifications to said Committee, the plans shall be deemed to have been approved by said Architectural Control Committee.

D. No dwelling shall be permitted on any lot at a cost of less than \$60,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the



same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1350 square feet for a one-story dwelling, nor less than 1100 square feet for a dwelling of more than one story. No dwelling shall have more than two-stories.

E. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line.

No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

F. No dwelling shall be erected or placed on any lot having a width of less than 90 feet (except corner lots) at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet, except as allowed by the Architectural Control Committee.

G. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven and one-half feet of each lot.

The foregoing requirements shall be in addition to any other requirements set forth elsewhere herein.

3. HOMEOWNERS' ASSOCIATION.

A. Every person or entity who is the record owner of a fee or undivided fee interest in any building site or any part thereof in the case of ownership of an individual duplex or condominium shall be deemed to have membership in the Auburn Lakeview Estates Homeowners' Association. Such membership shall be automatic compulsory and mandatory by virtue of ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per building site. In the event of multiple ownership of a building site, voting right and rights of use and enjoyment shall be as provided herein. Membership shall be appurtenant to and may not be separated from ownership of any building site. Ownership of a building site shall be the sole qualification for membership. The rights and privileges of membership, including the right to vote and to hold office may be exercised by a member or member's spouse, but in no event shall more than one vote be cast nor office held for each building site.

B. The Association has been incorporated. The Association shall draft, execute and file Articles of Amendment and Amended By-Laws consistent with the terms and conditions of these First Amended Protective Covenants.

C. Except as specifically provided otherwise herein, each owner of a building site shall be liable for his proportionate share of the cost (based upon the percentage of the lots owned by an owner as to the total number of lots in the plat of record) for the proper maintenance of common areas within the subdivision. Costs and fees shall be assessed by the Association based upon actual or reasonable projected costs for maintenance of the common areas, and payment thereof shall be mandatory. Any

maintenance fee assessed by the Association and not paid within thirty (30) days of its assessment shall constitute a lien upon the property of the delinquent owner, which lien shall be subject to enforcement of foreclosure in accordance with the provisions of Illinois law. The maintenance of the common areas and collection of the maintenance fees shall be performed by the Association.

4. ASSOCIATION BOARD; POWERS AND DUTIES.

A. The directors of the Association shall hold and exercise all of the rights, duties, powers and functions of the Board set forth in the First Amended Protective Covenants and the Amended By-Laws.

B. The Board shall have all powers for the conduct of the affairs of the Association as provided by the First Amended Protective Covenants, by applicable law, and by the Articles of Incorporation and Amended By-Laws of the Association, as amended, which are not specifically reserved to the members. Without limitation thereon, the Board shall have the power and obligation to perform the following duties:

(1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, insure, pledge, convey, transfer or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except the acquisition, mortgaging or disposal of common areas and/or improvements shall be subject to the conditions and limitations provided herein and in the By-laws as amended; and

(2) Rule Making. To establish, modify and enforce rules and regulations for the use of the properties as provided herein, and to review, modify and approve architectural standards as recommended by the Architectural Control Committee; and

(3) Assessments. To fix, levy and collect assessments as provided for herein, and to enforce lien right created by law and by this instrument; and

(4) Easements. To grant and convey easements to the common areas as may become necessary, subject to the conditions and limitations provided herein; and

(5) Employment of Agents. To employ, enter into contract with, delegate authority to and supervise such persons and entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association; and

(6) Enforcement of Governing Documents. To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed; suspending membership rights to enforce or effectuate any of the provisions of the protective covenants, rules and regulations, by-laws or other governing documents of the Association.

5. OWNERS' RIGHTS.

Every owner shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to every building site, subject to the following:

A. The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the common areas and to impose reasonable limits on the number of guests who may use the facility; and

B. The right of the Association to suspend the voting rights and right to use the common areas and facilities by any owner for any period during which any assessment of the Association against said owner's building site remains unpaid, and for any infraction by an owner of the Association's published

Rules and regulations for the duration of the infraction, and for an additional period

Thereafter not to exceed sixty (60) days: and

C. The right if the Association by a majority vote of all of the members of the Board to borrow money for the purpose of improving the common areas, or any portion thereof, for acquiring additional common areas, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage covering all or any portion of the common areas; and any single expenditure of over \$500 must first be approved by at least 2/3 of the Association membership.

D. The right of the Association to dedicate or transfer all or any portion of the common areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless such dedication or transfer has been approved by at least sixty-six and two-thirds (66 2/3%) percent of the members.

## 6 VOTING

The Association shall have one (1) class of membership. Members shall be entitled to one vote for each Building Site in which they hold the interest required for membership by Article III hereof. When more than one person holds such interest in any Building Site, the vote for such Building Site shall be exercised as those owners themselves determine and advise in writing to the secretary prior to any meeting. In the absence of such advice, the Building Site's vote shall be suspended in the event more than one person seeks to exercise it. If a Building Site is owned by a corporation, partnership or trust, such entity shall designate in writing the person authorized to vote on behalf of such entity.

7. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be for any of the purposes set forth in the Association's Articles of Incorporation, as amended, including but not limited to, promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environment of the properties for the common benefit and enjoyment of the owners and occupants of residences, improvement and maintenance of the common areas and other common facilities and area of common responsibilities including but not limited to repair, replacement and additions thereto, for the cost of labor, equipment and materials, management and supervision thereof, and for attorneys' fees and court costs in any way related to the Association's activities, all as may be authorized from time to time by the Board of Directors.

8. CREATION OF LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENTS.

Each owner of a building site, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

- (A) An entering membership fee;
- (B) Annual assessments;
- (C) Special assessments and/or individual assessments against any particular building site, which shall be established and collected pursuant to the terms of these First Amended Protective Covenants, including but not limited to reasonable fines as may be imposed herein. All such assessments together with interest thereon, late charges and costs of collection thereof, including reasonable attorney's fees shall:

(1) Be a charge and a continuing lien upon the building site against which any such assessment is made, and;

(2) Be a joint and several personal obligation of each person who was an owner of said building site at the time when any such assessment made against said building site fell due.

No owner shall be entitled to a refund of any portion of the entering membership fee, any annual or special assessment or installment of a special assessment paid by him, even though said owner's membership in the Association terminates prior to expiration of the period covered by any such assessment or installment theretofore paid by him. No owner may avoid or escape liability for the entering membership fee, or any annual or special assessment, or individual assessment, imposed or levied pursuant to this Declaration by abandonment of his property or by attempted waiver as a non-user of the benefits of membership in the Association or of common areas and facilities.

9. ENTERING MEMBERSHIP FEE.

Each person or entity who holds an ownership interest in a building site by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and to agree to pay to the Association within ten (10) days after first becoming a member of the Association, an entering membership fee of One Hundred Dollars (\$100.00) to be used by the Association for the same purposes for which annual and special assessment may be levied, provided, however, that no person or entity shall be required to pay the entering membership fee more than once, without regard to the number of building sites in which said owner from time to time may hold an ownership

interest, and without regard to the number of times said owner may again become a member of the Association after said owner's initial membership therein terminates.

The entering membership fee shall not be paid by any builder or general contractor who purchases a building site for construction and resale, provided that the lot is resold within one year from the date of purchase; provided, however, that any person or entity to whom the builder or general contractor transfers title shall be responsible and liable for payment of the \$100.00 entering membership fee as provided in the preceding paragraph.

10. ANNUAL ASSESSMENT.

It shall be the duty of the Board at least fifteen (15) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the proposed budget and the assessments to be levied against each building site for the following year to be delivered to the last known address of each member at least fifteen (15) days prior to the meeting. The budget and assessment shall become effective unless disapproved at the annual meeting by a vote of at least fifty-one percent (51%) of the total Association membership votes. Notwithstanding the foregoing, however, in the event the members disapprove the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.



11. SPECIAL ASSESSMENTS.

In addition to the annual assessment authorized above, the Association may levy in any calendar year a special assessment for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair, replacement or maintenance of a described capital improvement upon the common areas, including the necessary fixtures and personal property related thereto, or attorneys' fees and court costs related to the Association's activities, provided that any such assessment shall have the consent of one-half (1/2) of the votes of the total membership voting in person or by proxy at the meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting. The Board of Directors may take such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

12. INDIVIDUAL ASSESSMENT.

In the event that the need for maintenance or repairs of the common areas is caused by the willful or negligent act of an owner, his family, guests or invitees or in the event that an owner of any building site shall fail or refuse to maintain such building site, or repair or replace the improvements situated thereon in a manner satisfactory to the Board, the Association, after approval by vote of 75% of all members of the Board, shall give such written notice of the Association's intent to provide the required maintenance, repair or replacement at such owner's sole cost and expense. The owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or if such work cannot be accomplished within said fifteen day period, to commence said maintenance, repair or replacement. If such owner fails or refuses to discharge properly his obligations as outlined above, the Association shall have the right, through its duly

authorized agents or employees to enter, at reasonable hours of a day, upon said building site to perform such work. The Association may then levy an individual assessment upon any building site to cover the cost and expense incurred by the Association in fulfilling the provisions of this section.

13. EXEMPTION FROM ASSESSMENT.

The following property subject to these First Amended Protective Covenants shall be exempt from all assessments, charges and liens created herein:

A. All properties to the extent of any easement or other interest therein dedicated and accepted by any public authority and devoted to public use.

B. All common areas as defined herein.

14. ASSESSMENT DUE DATES.

The annual assessment installments for each building site shall commence on the first day of the month following the transfer of ownership of the building site from Developer to the owner, and shall become due and payable on the first day of each month thereafter. The method of payment and due dates for special assessments shall be as established by the Association in accordance with these First Amended Protection Covenants, its Articles and By-Laws, as amended. The method of payment and due dates for individual assessments shall be as determined by the Board in accordance with these First Amended Protective Covenants.

15. COMPUTATION.

Annual and special assessments shall be charged equally against each building site.

16. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.

Any assessments which are not paid when due shall be delinquent. Any assessment or assessment installment delinquent for a period of more than ten (10) days may incur a late charge in an amount as the Board may determine from time to time. The Association shall cause a notice of delinquency to be given to any member who has not paid within the ten (10) days following the due date. If the assessment or assessment installment is not paid within thirty (30) days, the Association may declare the entire balance of such assessment for the remainder of such annual period due and payable in full, and a lien as herein provided for shall attach, and in addition the lien shall include the late charge, interest on the principal amount due at the maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts or to foreclose its lien. Each owner, by acceptance of a deed or other conveyance to a building site, vests in the Association or its agents the right and power to bring actions against such owner or owners personally for the collection of such charges as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided in this Article shall be in favor of the Association and shall be for the benefit of all other owners. The Association, acting on behalf of the owners, shall have the power to bid on the building site at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of the building site.

## 17. SUBORDINATION OF LIEN

The lien provided for in this Declaration shall be subordinate to the lien of any first mortgage now or hereafter placed upon the building site subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such building site pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

## 18. ESTOPPEL CERTIFICATES

The Association shall, upon request of a member, at any reasonable time, furnish an estoppel certificate signed by an officer or other authorized agent of the Association, setting forth the amount of unpaid assessments and/or other charges, if any, against said member's building site, up to a given date or time of conveyance. The Association shall also certify as to whether or not there are violations of the governing documents on the building site as of the date of preparation of the certificate. Said certificate shall be delivered to the place of closing and all outstanding assessments and other charges, if any, and a reasonable charge, as determined by the Board, to cover the cost of providing such certificate shall be deducted from the Seller's account at the closing and transmitted directly to the Association.

19. MAINTENANCE, REPAIRS AND SERVICES BY THE ASSOCIATION.

The Association, subject to the provisions of these First Amended Protective Covenants and the By-Laws of the Association shall maintain and keep in good repair the area of common responsibility, including park areas.

20. EASEMENT.

The Association is hereby granted an easement of use and right-of-way on, over, in, under and through all building sites in order to comply with the terms of these First Amended Protective Covenants, and entry on any building site for such purpose shall not be deemed a trespass.

21. ENFORCEMENT AUTHORITY.

The Board of Directors of the Association shall be authorized and empowered to:

A. Make and enforce reasonable rules and regulations governing the conduct, use and enjoyment of the properties.

B. Impose reasonable fines which shall constitute a lien upon the building site of a member and/or suspend such member's right to use the common areas and the right to vote for not more than thirty (30) days or such time as a violation may continue and sixty (60) days thereafter for violation of these First Amended Protective Covenants, the By-Laws or any rules and regulations which have been duly adopted by the Association.

C. Begin any action in any court on behalf of the Association and all owners to abate any nuisance or otherwise to protect the values and integrity of the community.

22. ENFORCEMENT PROCEDURE.

The Board shall not impose a fine, suspend voting, begin court action, or infringe upon any other rights of a member or other occupant for violation of rules unless and until the following procedure is followed:

A. Demand. Written demand to cease and desist from any alleged violation shall be served upon the alleged violator specifying:

- (1) The alleged violation; and
- (2) The action required to abate the violation; and
- (3) A time period, not less than ten (10) days, during which violation is continuing, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing at the time the written demand is sent.

B. Notice. Within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in execution session. The notice shall contain:

- (1) The nature of the alleged violation; and
- (2) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of notice; and
- (3) An invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and

(4) The proposed sanction to be imposed.

C. Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

23. DRIVEWAYS.

Driveways shall be constructed of concrete or other similar material as approved by the Architectural Control Committee.

24. NUISANCE AND TRASH.

A. No noxious or offensive trade or activities shall be carried on in said subdivision, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood.

B. No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be erected or placed on any building site at any time, without approval of the Architectural Control Committee. Notwithstanding any structure existing on any of the lots as of the date of these First Amended Protective Covenants, no unattached garage or outbuilding shall be approved by the Architectural Control Committee unless it is compatible with the existing single family dwelling on the

premises, is of comparable quality and construction, and no more than 600 square feet and no taller than 18 feet at the peak, and no lot shall contain more than one detached garage or other structure. Variances to these restrictions may be approved by the Architectural Control Committee or by written approval of a majority of the Association membership.

C. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site in said subdivision except dogs and cats and other common pet animals, and not for any commercial purposes.

D. 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, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during construction and sales period.

E. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oils wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

F. 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.

G. No derelict vehicles shall be kept or stored outside on any building site.

## 25. DURATION OF RESTRICTION

The aforesaid covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty-five (35) 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 an instrument rescinding or modifying these covenants which is signed by more than Sixty-six and two thirds percent (66 2/3%) of the then recorded owners of the building sites is duly recorded.



percent (66%) of the then record owners of the building sites is duly recorded. No amendment to these covenants and restrictions shall operate to terminate the existence of the Association nor shall it relieve the Association from its obligations hereunder to assess fees and maintain all common areas.

26. REMEDIES FOR VIOLATION.

In the event of a violation or breach of any of these covenants and restrictions by any person or entity subject to such covenants and restrictions, a person or entity enjoying the benefit of these restrictions, including the Association, shall have the right to proceed in a judicial action at law or in equity to compel compliance with the terms of these covenants and restrictions or to prevent the breach or violation of them. The Association shall, in addition, have the right to compensation for attorneys' fees and court costs incurred as a result of any such breach or violation.

27. NOT A CONDOMINIUM OR MASTER ASSOCIATION.

This instrument is not a declaration or condominium nor a master association under the Illinois Condominium Act (765 ILCS 605/1, (1992) et. seq.). It is not contemplated that the association to be formed hereunder will render any services to or maintain improvements upon any of the lots as herein described. Any reference to the Illinois Condominium Property Act herein is for the purpose of acknowledging that the Association may constitute a "Common Interest Community" under said Act.

28. INSURANCE.

A. Liability Insurance. The Association shall obtain public liability insurance covering all of the common areas and insuring the Association and the owners as its and their interests may appear in such amounts as the Association may determine from time to time; provided, however, that the minimum amount of coverage shall at not time be less than Five Thousand Dollars (\$5,000.00) for personal injury to any one

person, and Five Thousand Dollars (\$5,000.00) for personal injuries suffered in any one incident. Premiums for the payment of such liability insurance shall be assessed against the owners as part of the common area cost, and allocated among all of the owners as provided herein. Each owner shall be responsible for obtaining and paying for his personal liability insurance.

B. Casualty and Other Insurance.

(1) All personal property included in the common area and/or owned or used by the Association, if any, shall be insured for its replacement value, and the Association may maintain workmen's compensation insurance and such other insurance as the Association deems necessary. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the owners as part of the common area costs, and spread among all of the owners as provided herein.

(2) Loss Payable Provisions. All liability and workmen's compensation insurance policies purchased by the Association shall be for the benefit of the Association, and all policies of casualty insurance covering the common areas shall have a loss payable clause in favor of the Association, and any and all proceeds for any loss shall be paid to the Association or its successors for the use and benefit of the Association. The Association shall be the agent for all of the owners for the purpose of negotiating and settling all claims against the insurance company involved, and may, in its discretion, establish trust funds to the extent authorized by and in accordance with the Illinois Condominium and Common Interest Community Risk Pooling Trust Act as amended from time to time (765 ILCS 605/12.1, (1992)).

(3) Utilization of Insurance Payments. In the event of a casualty loss to improvements within the common areas and the proceeds of the insurance are paid to the Association for such loss or damage, the Association shall enter into a contract with a reputable contractor authorized to do business in Sangamon County, Illinois for the repair and restoration of such damaged property. The Association shall determine the amount of money required to rebuild or repair, and if there are insufficient insurance proceeds in the hands of the Association to pay for such repairs, then the deficiency shall be supplied by the Association and such deficiency shall be borne by and assessed to all of the owners as provided herein. If the insurance proceeds are sufficient for, or in excess of, the amount needed for said repairs, then the Association shall have the property repaired and any surplus or excess shall be credited against the common area cost. The Association, prior to and during the reconstruction and repair, shall disburse moneys from the proceeds of the insurance award only for the repairs and restoration and only upon the written invoice of the contractor and inspection of the work by the Association. All moneys shall be paid by the Association directly to the contractor performing the repair work, who shall deliver to the Association releases and waivers of liens from all parties who furnish work, labor, services and materials for said repair and restoration. The Association shall assume the responsibility of determining the payments for the repair and restoration having properly been made from such insurance proceeds. Notwithstanding anything in the foregoing provided herein to the contrary, the Board of Directors of the Association shall not be obligated to repair and restore such damaged property where, in its sole discretion, said

Board determines that it is in the best interest of the Association, and its members as a whole, to remove such damaged property and use the net proceeds as a credit against the common area costs.

29. SEVERABILITY.

Invalidation of one of these covenants or restrictions by judgment or other order shall not in any manner affect any of the other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, the Lot Owners have caused this instrument to be executed this 8<sup>th</sup> day of August, 2009.

Jeff Ator  
Signature                      JEFF ATOR  
Print Name                      21 LAKESIDE DR.  
Address

Fern Gilmore  
Signature                      FERN GILMORE  
Print Name                      27 LAKESIDE DR  
Address

Wm F. Talley  
Signature                      Wm TALLEY  
Print Name                      6 Sebastian Est  
Address

David B Durrell  
Signature                      DAVID B DURRELL  
Print Name                      31 Lakeside Dr.  
Address

MARSHA LAUDERS  
Signature                      MARSHA LAUDERS  
Print Name                      35 LAKEVIEW DR  
Address

Marie C. Meacham  
Signature                      Marie C. Meacham  
Print Name                      23 Lakeside DR  
Address

[Signature]  
Signature                      \_\_\_\_\_  
Print Name                      \_\_\_\_\_  
Address

Dan Cunningham  
Signature                      Dan Cunningham  
Print Name                      15850 Kennedy  
Address

Craig Ladage  
Signature

CRAIG LADAGE  
Print Name

#18 SHADY LN  
Address

Michael Smith  
Signature

MICHAEL SMITH  
Print Name

#15 SHADY LN.  
Address

[Signature]  
Signature

Dennis Kabe  
Print Name

17 Shady Ln  
Address

Jim Michels  
Signature

Jim Michels  
Print Name

14 Shady Ln  
Address

[Signature]  
Signature

Red Westendorf  
Print Name

20 Shady Lane  
Address

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Jim Michels  
14 Shady Ln  
Auburn IL 62615