

DECLARATION OF RESTRICTIONS
FOR EGYPTIAN HILLS FOURTH ADDITION
SOUTHERN ILLINOIS POWER COOPERATIVE

WHEREAS, SOUTHERN ILLINOIS POWER COOPERATIVE, a not for profit corporation, of the State of Illinois, having its principal office in the County of Williamson, and State of Illinois, is the record owner of that certain parcel of real estate situated in the County of Johnson, aforesaid more particularly as platted in EXHIBIT "A" and attached hereto and made a part hereof by this reference.

WHEREAS, for the purpose of obtaining the most orderly and beneficial development of the land therein contained, it is desirable and necessary to limit the character and nature of the improvements to be made thereon and the use of such premises.

NOW, THEREFORE, in order to obtain the benefits hereinabove described, the undersigned, as record owners of said premises, for itself, its successors, grantees and assigns, does HEREBY DECLARE that the real estate described herein, shall, subject to the limitations and terms hereof, be and remain subject to the following restrictions to the use of the premises and nature and character of improvements to be made thereupon.

1. These restrictions shall apply to Lots 193 through 262 except Outlot #5 which can be used for residential or commercial purposes.
2. Outlots numbered 1 - 2 - 3 - 4 - 6 - 7 - 8 - 9 and 10 shall not be covered or applied to on this plat in this Declaration of Restrictions for Egyptian Hills Fourth Addition.
3. The premises shall be used for private, residential purposes with no industrial activity or enterprise to be permitted in connection with such residential occupation.
4. The improvement or improvements to be made, constructed and maintained upon any portion of the premises shall be of a permanent nature

for either seasonal or year round occupancy, and shall be limited to one such residence, together with all ordinary and usual appurtenant out-buildings and structures customary to the enjoyment of the residence.

5. All cottages or permanent homes constructed on water front lots shall have a minimum of Five Hundred (500) square feet of ground floor living area, exclusive of carport, breezeway or garage, if any, and will all be of new construction, and completed within twenty-four (24) months after construction begins and shall be constructed at least 50 feet from the water's edge.

6. All cottages and homes constructed on secondtier lots shall have a minimum of Four Hundred (400) square feet of ground floor living area, exclusive of carport, breezeway and garage, if any, and will all be of new construction, and completed within twenty four (24) months after construction begins.

7. All facilities shall be constructed to fulfill the requirements of the Franklin Williamson Bi-County Health Codes.

8. Use of water from the Lake of Egypt on and for the development and use of said premises by the Purchaser and his heirs and (or its) assigns shall be by special contract with the Seller under which the Purchaser abides by the rules and regulations relative thereto of the Seller.

9. Access to Lake of Egypt.

A. The Purchaser, his heirs (or) assigns, shall have access to the lake with all the privileges for recreation according to the official rules and regulations governing the Lake of Egypt.

B. The Purchaser, his heirs or assigns, agrees to maintain the shoreline property to the extent necessary to prevent soil erosion and water pollution, and if necessary, to rip-rap the shoreline and build walkways to conform to good conservation practices.

C. The owner or owners of lots abutting the easement property lying between said lots and the lake shore, shall execute a standard official Lake of Egypt shoreline agreement.

10. When 25% of the area of the premises herein described is sold the then owners of the entire parcel herein described shall form a not for profit corporation consisting of themselves as members, with power of assessment of its membership, for the purpose of providing an adequate system of "security lights" throughout the entire premises in such locations and at such intervals as will reduce to a minimum the danger of injury to persons or property inherent in a residential area during the hours of darkness. The not for profit corporation so formed shall be given all the powers necessary to maintain such a privately owned lighting system and to enforce payment and collection of such sums from the owners of the premises as shall be necessary, from time to time, to keep such a system in operation and to defray the cost of providing service to itself on such equitable basis as the members thereof shall elect and provide in the by-laws of the corporation. Said not for profit corporation shall also put an assessment of Ten (\$10.00) Dollars per year on each lot as it is sold in the Egyptian Hills Fourth Subdivision. This money is to be spent on roads in Egyptian Hills Fourth Subdivision and may not be used for any other purpose, whatsoever. The obligation to accept membership in said not for profit corporation shall run with the land and every lot and part thereof as herein platted in EXHIBIT "A".

11. Any owner or occupant of any parcel, tract or lot in the premises herein described shall have the right to enforce compliance with or enjoin violation of any of the restrictions herein contained whether occurring or threatened against any other owner or occupant by suit at law or in equity in a court of competent jurisdiction together with the right to recover costs of such proceeding including reasonable attorneys' fees incurred in connection herewith upon obtaining a favorable judgment, order or decree. Any remedy or remedies available to an owner or occupant hereunder shall be cumulative, and the failure of any or all the owners or occupants to enforce compliance or enjoin violation in one instance shall not be construed to be a waiver of the right to seek relief against subsequent violations.

12. The restrictions herein contained shall be and remain in force and effect and shall be binding upon all owners or occupants of any portion of the premises herein described for a period of 40 years from and after the date hereof, subject to release, modification, revision, amendment or extension in the manner hereinafter provided.

13. When at any time prior to the expiration of these restrictions, the then owners of 75% of the total area of the premises herein described shall by written instrument agree to release, modify, revise, and amend or extend any or all of the restrictions herein contained, upon recording of such instrument in the office of the recorder of deeds of Johnson County, aforesaid, these restrictions shall thereafter be so released, modified, revised, amended or extended according to the tenor of such instrument, and to that end and to that extent, all deeds of conveyance of any portion of the premises herein described shall be subject to the right, power and interest of the remaining owners of said premises, from time to time, to so release, modify, revise, amend, or extend the restrictions herein contained.

14. Upon recording of this instrument in the office of the recorder of deeds of Johnson County, aforesaid, all grants or deed of conveyance of any estate or interest in any portion of the premises herein described thereafter delivered shall be subject to and limited by the provisions herein contained by reference hereto to the same extent as would be if the terms and provisions of this instrument were expressly contained in the body of the grant or deed of conveyance.

15. The terms and provisions of this instrument shall be strictly construed in favor of the undersigned, its grantees, successors and assigns, against any attack, whether direct or collateral and shall be deemed to be desirable, so that any judgment, order or decree rendering one or more of these restrictions shall not affect the enforceability of the remaining restrictions.

IN TESTIMONY WHEREOF, The Southern Illinois Power Cooperative,
a corporation, hath hereunto caused its corporate seal to be affixed, and
these presents to be signed by its _____ President and
attested by its _____ Secretary, this 20th day of
May A.D. 1969.

SOUTHERN ILLINOIS POWER COOPERATIVE,
A CORPORATION



Ray Webb
President

ATTEST:

Mike F. Thurston
Secretary

