

LAKE OF EGYPT  
EGYPTIAN HILLS FOURTH ADDITION  
Petition Stating Intent To Extend Restrictions

Residents of the community, having duly assessed conditions of previous phases of development, wish to extend and revise the existing restrictions. The intention of the revision is not to jeopardize and/or decrease the value of this phase or any phase that has taken place to date. It is not intended to be retroactive. The restrictions are to be as follows:

1. These restrictions shall apply to Lots 193 through 262 of Egyptian Hills Fourth addition.
2. The premises shall be used for private, residential purposes with no industrial activity or enterprise to be permitted in connection with such residential occupation.
3. 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 outbuildings and structures customary to the enjoyments of the residence.
4. Homes constructed on water-front lots shall be constructed at least 50 ft. from the water's edge.
5. All cottages and homes or storage buildings constructed on second tier lots shall be of new construction.
6. Access to Lake of Egypt:
  - a. The purchaser, his/her 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/her heirs or assigns, agrees to maintain the shoreline property to the extent necessary to prevent soil erosion and water pollution, and if necessary, to apply rip-rap to 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.
7. 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

all the powers necessary to maintain such a privately owned light 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. 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."

8. 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 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 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.
9. 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.
10. 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.
11. 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 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.
12. The terms and provisions of this instrument shall be strictly construed in favor of the undersigned, its grantees, successors and assignees, 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.

The following sign this document to clearly state their support of the foregoing matter and make a commitment to confirm their support if asked.

Please sign on the form below and return in the stamped envelope.

CUT ON THE RED LINE

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EGYPTIAN HILLS FOURTH ADDITION

MAY 2009

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NAME	DATE	Lot #(s)

LAKE OF EGYPT  
EGYPTIAN HILLS FOURTH ADDITION  
Petition Stating Intent To Extend Restrictions  
AFFIDAVIT OF NON-NECESSITY OF INCLUSION OF SOUTHERN  
ILLINOIS POWER COOPERATIVE

I, LOUISE M. COOK, ATTORNEY AT LAW, do hereby affirm and swear that on April 29 at 1:40 pm, upon conversation with Diane Carnes, legal counsel for Southern Illinois Power Cooperative, it is confirmed that it is no longer necessary for Southern Illinois Power Cooperative to be included on any extensions, revisions, changes, amendments, or other matters concerning restrictions regarding Lake of Egypt, Egyptian Hills Fourth Addition, so long as said alterations do not affect the Lake of Egypt, its shoreline, or any real estate below topography level 505' around the Lake of Egypt.

I do so swear:

4-29-09  
Date

*Louise Cook*  
Signed: Louise Cook, Attorney

STATE OF ILLINOIS            )  
  )        SS  
COUNTY OF Johnson        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Louise Cook, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said Instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of April, 2009.

*Cyndi Jennings*  
Notary Public

