

DECLARATION OF RESTRICTIONS FOR LAKE ESTATES

AS AMENDED MARCH 1976, AUGUST 1978, JUNE 1979, NOVEMBER 1979,
JUNE 1982, OCTOBER 1992, SEPTEMBER 1994, MAY 2007
AND OCTOBER 2020

WHEREAS, LAKE ESTATES, a corporation, of the State of Delaware, having its principal office at R. F. D. 4 (1100 Cayman Court), Marion, Illinois, is the record owner of the said real estate situated in the County of Williamson, aforesaid more particularly as platted in "Exhibit A" 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 made thereon and the use of such premises.

NOW, THEREFORE, in order to obtain the benefits hereinabove described, the undersigned, as record owner 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 as to the use of the premises and nature and character of improvements to be made thereupon.

1) The premises shall be used for private, residential purposes with no industrial activity. Private enterprises may be permitted upon approval of the Board of Directors of Lake Estates Property Owners Association. (Amended Misc. Rec. #489-237-06/12/79)

2) 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-building and structures customary to the enjoyment of the residence.

3) All cottages or permanent homes constructed on any lots of Lake Estates subdivision shall have a minimum of One Thousand (1,000) square feet of ground floor living space, exclusive of carport, breezeway or garage, if any, and will be of all new construction, and complete within twenty-four (24) months after construction begins. All dwellings, garages, outbuildings shall be constructed no closer than five (5) feet to any lot line. This restriction shall not apply to any building in place at the time this amendment is adopted. (Amended May 10, 1982; Recorded at Williamson County Court House Misc. Record #166 Page #331). In the event of any destruction of an existing building by any cause, said building or structure may be rebuilt in its original location. No dwelling shall be erected, altered or placed on a lot which is more than two and one-half stories, or thirty feet in height, which ever is the lesser. There shall be no further development of land by the use of a modular, manufactured or mobile home for a permanent or temporary residential dwelling. (Amended Misc. Rec. #156-237-06/12/79 and Misc. Rec. #166-331-06/24/82 and 05/07)

As appurtenant to the residential building permitted by the Board of Directors, paragraph #1 page 2 current restrictions, hereof to be used exclusively in connection with such residential

building, a private unattached garage or carport of one car size, but not to exceed one half the square feet of the dwelling, or 750 square feet maximum, whichever applies. Height of a non-attached garage or any acceptable out building shall not exceed fifteen (15) feet to the peak of the roof, and shall not be forward of the residence. A non-attached garage or any acceptable out building shall be on the same lot or on a contiguous lot to that of the residence.

For purpose of clarity, contiguous lots shall mean, with a common boundary, not to be separated by a road or utility easement.

Such garage or any out building shall not be used, at any time, as a residence, whether temporarily or permanently. Such garage and any acceptable out building shall in architectural design and in proportionate construction cost, conform to said residential building.

In the event any structure is destroyed, either wholly or partially, by fire or other casualty, said structure shall be promptly rebuilt, repaired or remodeled. All portions of the structure which are so destroyed, and all debris, shall be removed within ninety (90) days from the date of the casualty. In the event the owner elects not to rebuild, the remaining portion of all structures shall be removed, and any excavations shall be promptly filled with dirt, stone, or other suitable non-organic fill material. The lot shall be seeded with grass and returned to mowable condition.

3a) "Waterfront Construction shall be at least fifty (50) feet from the water's edge, except on lot number #17 upon which construction shall be at least thirty-five (35) feet from the water's edge." (Amended Misc. Rec. #143-980-03/15/76 and Restated Misc. Rec. #157-967-11/05/79)

3b) All plans for facilities to be constructed or placed on any lots of the real estate described herein shall be subject to acceptance or rejection by the Board of Directors of Lake Estates Property Owners Association, before construction is started. Plans and all required work designated by the Board must be submitted to the Board of Directors thirty (30) days prior to a projected construction date. The Board will respond to the proposal within 15 days of receipt of completed plan for proposed project. (Amended Misc. Rec. #156-237-06/12/79)

3c) The purpose of submitting such plans is for the purpose of insuring compliance with the terms and conditions of the Declaration of Restrictions as amended. (Amended Misc. Rec. #156-237-06/12/79)

3d) Upon acceptance of the plans for the construction or placement of a facility upon any lot, a "No Cost" building permit will be issued by the Board of Directors of Lake Estates Property Owners Association, and shall be duly recorded in the minutes of the meeting. (Amended Misc. Rec. #156-237-06/12/79)

3e) Upon rejection of the plans for the construction or placement of a facility on any lot, the reason for rejection shall be put in writing and returned to the person submitting the plans and duly recorded in the minutes of the meeting. (Amended Misc. Rec. #156-237-06/12/79)

3f) Upon rectification of the reasons of rejection of the plans for the construction or placement of a facility on any lot, the plans must be resubmitted for approval, to the Board of Directors of

Lake Estates Property Owners Association, at which time the plan will be acted upon as described in above. (Amended Misc. Rec. # 156-237-06/12/79)

3g) No mobile home or trailer as described and identified by the Illinois Department of Public Health will be permitted to be erected on any lots of Lake Estates subdivision. (Amended Misc. Rec. #156-237-06/12/79)

Modular homes, factory built, as described, identified and approved by the Illinois Department of Public Health will be considered if all other conditions and restrictions are met.

3h) All plans submitted for approval for the construction or placement of any facility to be erected on any lot of Lake Estates subdivision should adhere to these guidelines: the length shall not be more than two (2) times the width, excluding carport, breezeway or garage, if any. (Amended Misc. Rec. #156-237-06/12/79)

3i) Property owners may park one (1) recreational vehicle on their lot, said vehicle shall not be placed on a foundation or occupied permanently; also the vehicle shall not be hooked up to any water or sewage facilities. The water distance restriction shall apply to the recreational vehicle so parked. Recreational vehicles shall not be parked on any vacant or unoccupied lot of Lake Estates subdivision. (Any lot upon which a cottage or permanent home is not erected is determined to be vacant or unoccupied.) (Amended Misc. Rec. #156-237-06/12/79)

3j) In order to eliminate fire hazards and maintain the quality of appearance, all lot owners will be required to have their lot or lots mowed a minimum of three (3) times a year. The first mowing shall occur on or before Memorial Day, the second mowing on or before July 4, and the third mowing on or before Labor Day of each calendar year. No trash, rubbish, or refuse shall be permitted to accumulate on any lot of Lake Estates subdivision. Upon failure to comply with this declaration, the Board of Directors is authorized to have lots mowed or trash, rubbish, or refuse removed at the lot owner's expense. (Amended Misc. Rec. #156-237-06/12/79)

5) Lot number 11 shall be designed as a Park and Recreational area, for the use and enjoyment of Lake Estates lot owners. Lots number 62 through lot number 70, may be approved for commercial use; also an assessment for lights, park and road upgrading, shall be designated and approved for commercial properties when needed. (Amended Misc. Rec. #156-237-06/12/79)

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

7) 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.

8) Access to the Lake of Egypt.

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

2. 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.
3. 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.

9) 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 Bylaws of the Association. Said not-for-profit corporation shall accept legal title to the Park and Recreation Area as shown in "Exhibit A" and shall maintain said Park and Recreation Area perpetually thereafter assessing such costs from its member property owners. The obligation to accept membership in said not-for-profit corporation and to properly maintain said security lighting system and Park and Recreation Area shall run with the land and every lot and part thereof as herein platted in "Exhibit A". (Amended Misc. Rec. #156-237-06/12/79 and restated Misc. Rec. #157-967-11/05/79)

9a) From time to time the Board of Directors of the Association shall make assessments of lots owners in Lake Estates. Such assessments shall be by resolution of the Board of Directors, said resolution to fix the amount of such assessment and the time and manner of its payment. Additionally, in cases where property owners in Lake Estates have failed or refused to maintain their property in accordance with these covenants, the Board of Directors may, by appropriate resolution, authorize the correction of such failure to comply with these covenants by authorizing any necessary work, mowing or maintenance to be done at the expense of the Association. In such an event, the amount so expended by the Association shall be recoverable by the Association in any action at law or pursuant to the provisions of these covenants. (Amended Misc. Rec. #157-967-11/05/79)

9b) Where the Board of Directors has, by resolution, fixed the amount of any assessment of property owners or has expended money on any lot or lots for the purpose of insuring compliance with these covenants, then, the secretary, or such other officer as the board shall direct, shall give notice to such assessments or such expenditure to the lot owner or owners in Lake Estates. Any assessment not paid within thirty (30) days after the due date shall be deemed in default. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot. Any property owner failing or refusing to pay the assessment shall be

responsible for all costs and attorney fees for enforcement of this paragraph. (Amended Misc. Rec. #157-967-11/05/79 and Misc. Rec. #222-830-09/23/94)

10) 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 a court of competent jurisdiction together with the right to recover cost 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 construed to be a waiver of the right to seek relief against subsequent violations.

11) 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 forty (40) years from and after the date hereof, subject to release, modification, revision, amendment or extension in the manner hereinafter provided. As per this section (11) of the Declaration of Restrictions for Lake Estates, the period of forty (40) years as of October 2020 is hereby extended an additional twenty (20) years or October 31, 2040. (Amended 10/2020)

12) 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 recorded of deeds of Williamson County, aforesaid, these restrictions shall thereafter be so released, modified, revised, amended or extended according 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.

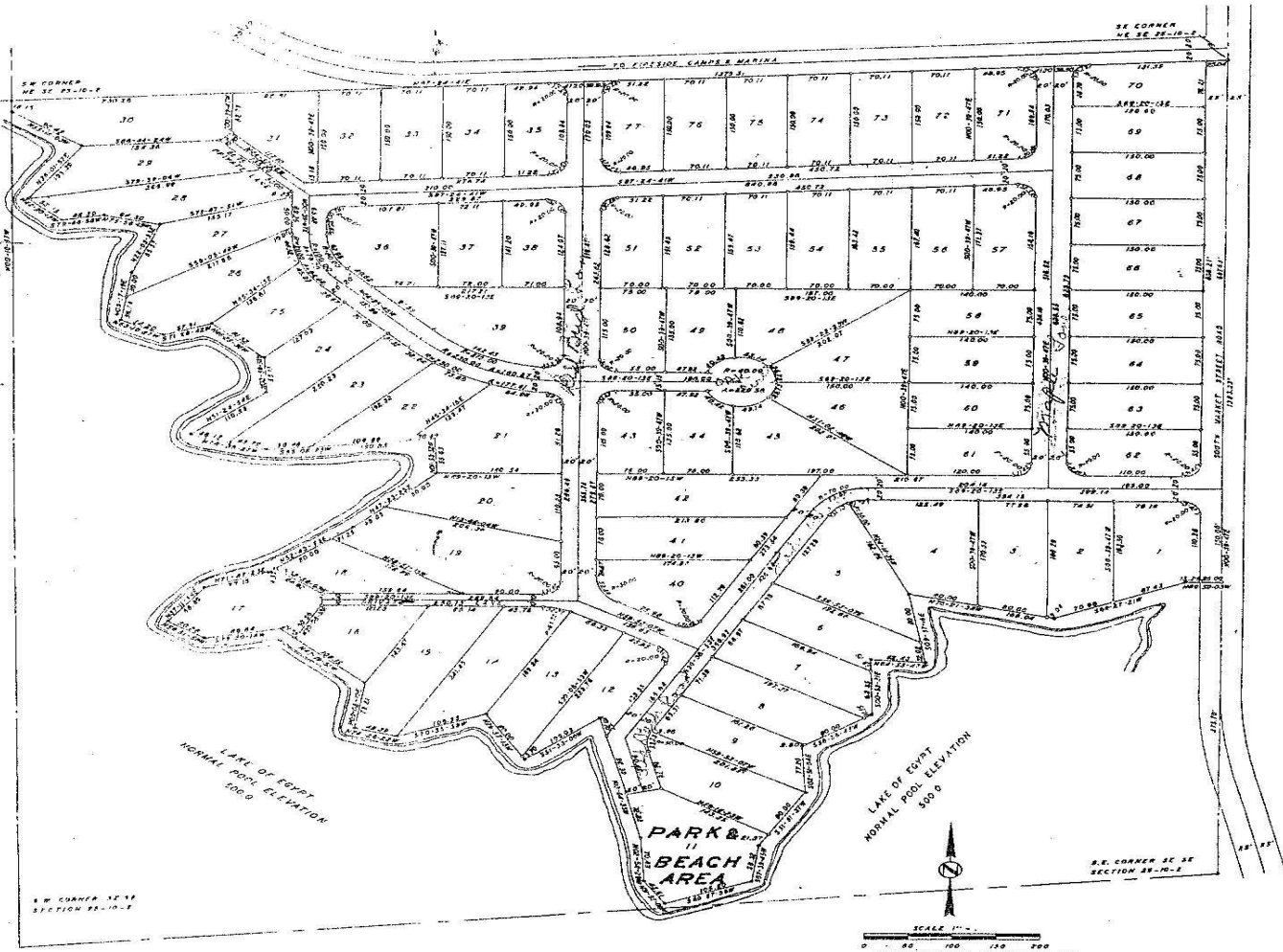
13) Upon recording of this instrument in the office of the recorder of deed of Williamson County, aforesaid, all grants or deed of conveyance of any estate or interest in any portion of the premises herein described thereafter delivered shall be subject to and limited by the provisions herein contained 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.

14) 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.

15) Any prospective buyer or mortgagee of a lot or lots in Lake Estates shall be furnished a copy of these covenants as amended and the Bylaws of Lake Estates Property Owners Association by the owner. (Amended Misc. Rec. #157-967-11/05/79)

Declaration of Restrictions for Lake Estates (cont'd)

The office holders and officers shall not be personally liable to any landowner, member or potential landowner to the Lake Estates Subdivision for acting in the capacity of an officer, agent or officer of the Lake Estates Homeowner Association. (Amended Misc. Rec. 05/07)



OWNERS CERTIFICATE

STATE OF ILLINOIS S.S.
 COUNTY OF UNION

WE, DELAND HOWERY AND BETTY HOWERY, PRESIDENT AND SECRETARY, RESPECTIVELY OF LAKE ESTATES INC., A DELAWARE CORPORATION, DO HEREBY CERTIFY THAT SAID CORPORATION IS THE SOLE AND ONLY LAWFUL OWNER OF THE REAL ESTATE AND PROPERTY HEREIN SURVEYED AND PLATTED, AND THAT PURSUANT TO PROPER CORPORATE AUTHORITY AND RESOLUTION OF ITS BOARD OF DIRECTORS, WE HAVE CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN ABOVE, DEDICATING THE STREETS TO THE PUBLIC DOMAIN, MAKING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOME-STEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS, AND THAT SAID SUBDIVISION SHALL BE KNOWN HEREAFTER AS "LAKE ESTATES".

DATED THIS 1ST DAY OF MAY 1989

LAKE ESTATES INC.
Deland Howery
 DELAND HOWERY, PRESIDENT

ASSIST
Betty Howery
 BETTY HOWERY, SECRETARY

STATE OF ILLINOIS S.S.
 COUNTY OF WILLIAMSON

I, DARRNE WILLIAMS, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT DELAND HOWERY AND BETTY HOWERY, BOTH PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF LAKE ESTATES INC., A DELAWARE CORPORATION, APPEARED BEFORE ME THIS DAY IN PERSON AND SPECIALLY ACKNOWLEDGED THAT AS SUCH, PRESIDENT AND SECRETARY, THEY SIGNED AND DELIVERED SAID INSTRUMENT OF WRITING FOR THE SAID CORPORATION AND CAUSED THE CORPORATE SEAL OF SAID CORPORATION TO BE AFFIXED THEREON, PURSUANT TO AUTHORITY GIVEN BY THE BOARD OF DIRECTORS OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS 1ST DAY OF MAY 1989

Daranne Williams
 DARRNE WILLIAMS, NOTARY PUBLIC

MY COMMISSION EXPIRES SEPTEMBER 30 1991.

A PART OF THE PROPERTY COVERED BY THIS PLAT OF SUBDIVISION IS SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATERCOURSE SERVING A TRIBUTARY AREA OF 445 ACRES OR MORE.

SURVEYORS CERTIFICATE

STATE OF ILLINOIS S.S.
 COUNTY OF WILLIAMSON

I, OSCAR GRANT, A REGISTERED LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT AT THE REQUEST OF LAKE ESTATES CORPORATION I HAVE CAUSED A SURVEY AND SUBDIVISION TO BE MADE OF A PART OF THE NE SE AND A PART OF THE SE SE OF SECTION 25, TOWNSHIP 10 SOUTH, RANGE 2 EAST, OF THE 3RD PRINCIPAL MERIDIAN, WILLIAMSON COUNTY, ILLINOIS, AND THAT THE PLAT SHOWN ABOVE IS A TRUE AND CORRECT REPRESENTATION THEREOF.

DATED THIS 30TH DAY OF APRIL 1989

Oscar Grant
 OSCAR GRANT, SURVEYOR
 803 DORWOOD LANE
 MARION, ILLINOIS

STATE OF ILLINOIS S.S.
 COUNTY OF WILLIAMSON

I, BARNEY BOREN, COUNTY CLERK OF WILLIAMSON COUNTY, STATE OF ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID FORFEITED TAX, NO UNPAID CURRENT GENERAL TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT.

GIVEN UNDER MY HAND AND SEAL THIS 4TH DAY OF AUGUST, 1989.

Barney Boren
 BARNEY BOREN, COUNTY CLERK
 WILLIAMSON COUNTY, ILLINOIS

APPROVED BY THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS THIS 4TH DAY OF AUGUST, 1989 EXCEPT, MAINTENANCE OF COURSE, ETC., AS RELATES.

Barney Boren
 BARNEY BOREN, CHAIRMAN
 WILLIAMSON COUNTY BOARD OF COMMISSIONERS

Lake Estates

BEING A SUBDIVISION OF A PART OF THE NE SE AND A PART OF THE SE SE OF SECTION 25, TOWNSHIP 10 SOUTH, RANGE 2 EAST, 3RD, WILLIAMSON COUNTY, ILLINOIS.