

Robin Harper-Whitehead
Johnson County Clerk/Recorder

Book: GR1010 Page: 348-351

Receipt #: 58000
Doc. No.: 211717
Pages Recorded: 4
Cashier Initials: mlc

Total Fees: \$77.00
RH-SP: \$9.00

Date Recorded: 9/22/2021 8:32:43 AM



Image# 006853770004 Type: AMEND
Recorded: 09/21/2021 at 02:28:05 PM
Page 1 of 4

IL Rental Housing Fund: \$0.00
Williamson County, IL
Amanda Barnes Clerk & Recorder
Book 384 Page 325

File **2021-00008844**

SIXTH AMENDMENT TO LUXOR LANDING SUBDIVISION DECLARATION OF COVENANTS AND RESTRICTIONS

LUXOR LANDING HOMEOWNER'S ASSOCIATION, an Illinois Not for Profit Corporation, authority given under Land Trust Agreement dated December 18, 2000, any amendments thereto, and further approved and ratified by the Owners during a special meeting held on February 27, 2021, (the "Declarant") hereby makes and declares this Sixth Amendment to Declaration of Covenants and Restrictions ("Amendment") effective as of September 2, 2021.

WITNESSETH:

WHEREAS, Declarant is the owners of certain real property located in Williamson County and Johnson County, Illinois, which property is known as Luxor Landing Subdivision and is depicted on the "Final Plat" as recorded in Book 8, Page 127 of the Williamson County, Illinois Recorder's Office and in Plat Cabinet Slides B10-2, B11-1, B11-2, and B12-1 of the Johnson County, Illinois Recorder's Office, and Declarant is the owners of certain real property located in Johnson County, Illinois, which property is known as Second Phase to Luxor Landing and is depicted on the "Final Plat" as recorded in Plat Cabinet Slide B-35-2 of the Johnson County, Illinois Recorder's Office (the "Property") and which is encumbered by that Certain Declaration of Covenants and Restrictions effective as of April 17, 2001, and any amendments thereto (the "Declaration").

WHEREAS, Declarant desires to amend said Declaration in accordance with this Amendment, and the Declaration provides for such amendments by the Declarant. And pursuant to the terms of the applicable Declaration, such amendments were approved by the Luxor Landing Homeowner's Association on May 29, 2021 by a unanimous vote.

NOW THEREFORE, Declarant hereby amends the Declaration to the extent set forth in this Amendment.

1. Amend Section 8(b) – ARCHITECTURAL CONTROL. Section 8(b) is hereby amended by striking the language that states "initially composed of Robert G. Wolfe and James P. Paterson" and adding the following language in its place, "composed of the Board of Directors."
2. Amend Section 10(a) – RESIDENTIAL LOT USE RESTRICTIONS – SINGLE FAMILY DWELLINGS AND GARAGES. Section 10(a) is hereby amended by adding the following the language immediately after the last sentence, "No

348

dwelling/property shall be used for weekend or short-term rentals. I.e. VRBO, Airbnb, or any other similarly situated company used for weekend or short-term rentals.”

3. Amend Section 10(c) – RESIDENTIAL LOT USE RESTRICTIONS, DWELLING SIZE AND MATERIALS. Section 10(c) is hereby amended by adding subparagraph (iv) with the following language, “All dwellings shall be stick built, no modular or pole barn style houses permitted. All exteriors shall consist of a combination of sidings and stone/brick approved by the Architectural Control Committee (ACC). Metal siding and roofing are not permitted unless otherwise approved by the ACC.
4. Amend Section 10(f) – RESIDENTIAL LOT USE RESTRICTIONS – ANTENNAE AND UTILITIES. Section 10(f), subparagraph (i) is hereby amended by striking the language that states, “one (1)” and adding the following language in its place, “two (2)” and by striking the language that states, “eighteen (18)” and adding the following language in its place, “twenty-four (24)”.
5. Amend Section 10(h) – RESIDENTIAL LOT USE RESTRICTIONS – FENCES AND WALLS. Section 10(h), subparagraph (ii) is hereby amended by adding the following language, “Staining of fences will be allowed. Vinyl fencing off water will be allowed. Properties on water will be restricted to wrought iron fencing only.”
6. Amend Section 10(j) – RESIDENTIAL LOT USE RESTRICTIONS – NUISANCE RESTRICTIONS. Section 10(j) is hereby amended by striking the language in the next to last sentence that states, “leaves or other vegetation” and adding the following language after the last sentence, “Burning of leaves and small vegetation will be allowed, however, no burning will be allowed on the streets or Common Properties.”
7. Amend Section 10(k) – RESIDENTIAL LOT USE RESTRICTIONS – SIGN RESTRICTIONS. Section 10(k) is hereby amended by adding the following language after the word “Lots” in the last sentence, “(iii) two (2) for sale signs will be allowed on water front properties only, one on the lakeside and one on the street side.”
8. Amend Section 10(m) – RESIDENTIAL LOT USE RESTRICTIONS – FUEL TANKS. Section 10(m) is hereby amended by adding the following language after the last sentence, “Landscaping must be planted to hide any fuel tanks visible from the street.”
9. Amend Section 10(o) – RESIDENTIAL LOT USE RESTRICTIONS – PETS. Section 10(o) is hereby amended by changing the limit of two dogs, cats or other household pets to a limit of three dogs, cats or other household pets.
10. Amend Section 10(p) – RESIDENTIAL LOT USE RESTRICTIONS – VEHICLE AND PERSONAL PROPERTY RESTRICTIONS. Section 10(p) is hereby stricken and is amended to state in full with the following language, “All vehicles (including automobiles, snowmobiles, trucks, campers, motor homes, vans, go-carts, etc.) may be stored outside of an enclosed garage, provided they are on a paved area, only. Boats

and boat trailers may be stored outside of an enclosed garage, on either paved or unpaved property. Visitors with campers may temporarily park on a driveway. All personal property, including without limitation, athletic equipment which is movable and not attached to the real estate, bicycles, children's toys, trailers, trucks, campers, camper shells, and commercial vehicles, shall not be placed or stored permanently or temporarily in the open on any Lot, nor shall any motor vehicle of any type or description be parked for any time on the unpaved portion of any Lot or on any street "overnight." Mobile basketball nets are permitted, provided that they extend over a driveway or patio, and not on the street. The foregoing shall not prohibit patio furniture, planters, barbecue grills or other personal property incidental to the use of, and located on, any patio, deck, pool, court, landscaping or other approved exterior improvement. Exterior athletic or playground equipment which is attached to the real estate, such as basketball goals, swing sets (excluding, however, steel, aluminum or other metal frame swing set structures) or soccer goals, and installed in the rear yard (on waterfront lots, the rear yard is on the lake side of the home, except for basketball goals, which may be installed adjacent to a driveway) after the initial construction of the Improvements, may be installed without the approval of the Directors under Section 8(a) hereof; provided, however, that swimming pools and tennis, racket or other courts, installed after the initial construction of the Improvements shall nevertheless be subject to the written approval of the Directors in accordance with the provisions of Section 8(a) hereof. For purposes hereof, overnight shall be defined as being anytime between the hours of 1:00 A.M. at 8:00 A.M. No motor vehicle or equipment shall be repaired or otherwise serviced on any Lot or the adjacent street no disabled, unlicensed, in operable or abandon cars, motorcycles, jeeps, trucks or other motor vehicles of any kind whatsoever that are unable to move under their own power and no mobile homes, campers or buses, may be stored or suffered to remain upon any Lot other than an enclosed garage."

Except as amended buy this Amendment, all other covenants and restrictions contained in the Declaration are hereby ratified and confirmed.

LUXOR LANDING HOMEOWNER'S ASSOCIATION

By: Matthew Blue
Matthew Blue, President and not personally

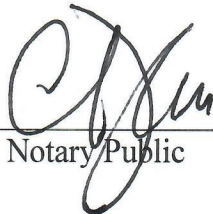
By: Mandy Julian
Mandy Julian, Secretary and not personally

STATE OF ILLINOIS)
) §
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me on this, the 2nd day of September, 2021 by Matthew Blue, as President of the Luxor Landing Homeowner's Association, given authority under the Land Trust Agreement dated December 18, 2000, and any amendments thereto, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as an executor of the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered he said instrument as his free involuntary act for the uses and purposes there and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and I fixed my official seal in the state of war said, the day and year first above written.



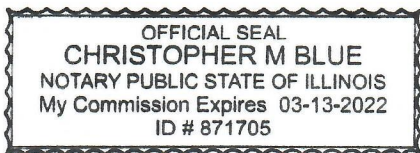


Notary Public

STATE OF ILLINOIS)
) §
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me on this, the 2nd day of September, 2021 by Mandy Julia, as Secretary of the Luxor Landing Homeowner's Association, given authority under the Land Trust Agreement dated December 18, 2000, and any amendments thereto, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as an executor of the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered he said instrument as his free involuntary act for the uses and purposes there and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and I fixed my official seal in the state of war said, the day and year first above written.





Notary Public

After recording, please return this document to:

Luxor Landing Homeowner's Association
780 Luxor Landing Road
Goreville, IL 62939