



Image# 004642580002 Type: AMEND
 Recorded: 11/14/2013 at 02:04:31 PM
 Page 1 of 2
 Fees: \$45.00
 IL Rental Housing Fund: \$9.00
 Williamson County, IL
 Amanda Barnes Clerk & Recorder
 Book 345 Page 403

Robin Harper-Whitehead
 Johnson County Clerk/Recorder
 Book: GR804 Page: 291-292

Receipt #: 32944 Total Fees: \$66.00
 Doc. No.: 131936 RHSP: \$9.00
 Pages Recorded: 2
 Cashier Initials: EMB

Date Recorded: 11/4/2013 11:57:27 AM

File **2013-00010533**

**FIFTH AMENDMENT TO LUXOR LANDING SUBDIVISION
 DECLARATION OF COVENANTS AND RESTRICTIONS**

LAKE OF EGYPT DEVELOPMENT LAND TRUST, an Illinois land trust, by LeAnn Ozier as successor trustee of the Lake of Egypt Development Trust under Land Trust Agreement dated December 18, 2000 and any amendments thereto, (the "Declarant") hereby makes and declares this Fifth Amendment to Declaration of Covenants and Restrictions ("Amendment") effective as of June 1, 2013.

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 (the "Property") and which is encumbered by that Certain Declaration of Covenants and Restrictions effective as of April 17, 2001 and any amendments thereto ("Declaration")

WHEREAS, Declarant desires to amend said Declaration in accordance with this Amendment, and the Declaration provides for such amendments by the Declarant.

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

1. Notwithstanding Section 10 (b) Outbuildings of the Declaration or any other term or provision of the Declaration to the contrary, outbuildings may be permitted on any or all of the Lots at the sole and absolute discretion of Robert G. Wolfe and the Architectural Control Committee. The size and design requirements of the outbuildings approved pursuant to this paragraph shall also be determined in the sole and absolute discretion of Robert G. Wolfe and the Architectural Control Committee, except no outbuilding shall be permitted to exceed 12' x 16' in size.

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

LAKE OF EGYPT DEVELOPMENT LAND TRUST

By: LeAnn Ozier
 LeAnn Ozier, Trustee and not personally

STATE OF ILLINOIS)
) SS
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me on October 22, 2013 by LeAnn Ozier, as Trustee of Lake of Egypt Development Land Trust, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State aforesaid, the day and year first above written.

Sara K. Schwab
Notary Public

My term expires:

06/28/16



After recording please return this document to:

Lake of Egypt Development Land Trust
P.O. Box 787
O'Fallon, IL 62269

892

Date: 6/19/08

Rental Housing Support
Program Fund Surcharge: \$ 10.00

Date 6/13/08

Rental Housing Support
Program Fund Surcharge: \$ 10.00

STATE OF ILLINOIS } ss. 5914
WILLIAMSON COUNTY }
This instrument of writing was filed for record
this 13 day of June, 20 08
at 251 o'clock PM, and Recorded
In MSR Record 312 Page 134
Sandra K. Gent
County Clerk and Recorder

**FOURTH AMENDMENT TO LUXOR LANDING SUBDIVISION
DECLARATION OF COVENANTS AND RESTRICTIONS**

LAKE OF EGYPT DEVELOPMENT LAND TRUST, an Illinois land trust, by LeANN OZIER, as successor trustee of the Lake of Egypt Development Land Trust under Land Trust Agreement dated December 18, 2000 and any amendments thereto, (the "Declarant") hereby makes and declares this Third Amendment to Declaration of Covenants and Restrictions ("Amendment") effective as of June 30, 2007.

WITNESSETH:

WHEREAS, Declarant is the owner 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 which is encumbered by that Certain Declaration of Covenants and Restrictions effective as of April 17, 2001 ("Declaration").

WHEREAS, Declarant desires to amend said Declaration in accordance with this Amendment, and the Declaration provides for such amendments by the Declarant.

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

1. Amend Section 8(c) - Section 8(c) is hereby amended by adding the following language immediately after the last sentence, "A letter outlining all building site requirements will be presented to the lot owner and builder at the time of plan approval. The signature of the lot owner and builder will be required as acknowledgement of receipt of the letter.

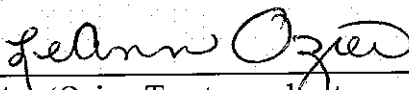
1. Amend Section 10(l) - Section 10(l) LOT MAINTENANCE is hereby amended by adding the following language immediately after the last sentence, "All Lots shall be seeded in the front, sides and rear within thirty (30) days of completion of the exterior construction of the dwelling, weather permitting.

2. Amend Section 10(n) – Section 10(n) CONSTRUCTION WASTE is hereby amended by adding the following language immediately after the second sentence of the paragraph, “A temporary portable bathroom such as a Porta-John or Johnny on the Spot will be required to be placed on the lot for the construction personnel for the duration of the construction of the dwelling.

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

LAKE OF EGYPT DEVELOPMENT LAND TRUST

By:



LeAnn Ozier, Trustee and not personally

STATE OF ILLINOIS)
) SS
COUNTY OF *St Clair*)

The foregoing instrument was acknowledged before me on June 10, 2008 by LeAnn Ozier, as Trustee of Lake of Egypt Development Land Trust, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State aforesaid, the day and year first above written.

Susan E Buchner

Notary Public

My term expires:

7/7/2010



After recording please return this document to:

Lake of Egypt Development Land Trust
P.O. Box 787
O'Fallon, IL 62269

Date 5/11/06

MISCELLANEOUS RECORD 298 PAGE 595

Rental Housing Support Program Fund Surcharge: \$ 10.00

STATE OF ILLINOIS } SS. 5733
WILLIAMSON COUNTY }
This instrument of writing was filed for record
this 11 day of May, 2006
at 9:06 o'clock A. M., and Recorded
In Nuse Record 298 Page 595

Robin Harper-Whitehead 2P
JOHNSON COUNTY CLERK
PAM Date 05/10/2006 Time 10:34:08
Fee: 35.00
I 060956 GR 572/348

Shandra K. Jant
County Clerk and Recorder

**THIRD AMENDMENT TO LUXOR LANDING SUBDIVISION
DECLARATION OF COVENANTS AND RESTRICTIONS**

LAKE OF EGYPT DEVELOPMENT LAND TRUST, an Illinois land trust, by LeANN OZIER, as successor trustee of the Lake of Egypt Development Land Trust under Land Trust Agreement dated December 18, 2000 and any amendments thereto, (the "Declarant") hereby makes and declares this Third Amendment to Declaration of Covenants and Restrictions ("Amendment") effective as of May 5, 2006.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Williamson County and Johnson County, Illinois, which is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference 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 which is encumbered by that Certain Declaration of Covenants and Restrictions effective as of April 17, 2001 ("Declaration").

WHEREAS, Declarant desires to amend said Declaration in accordance with this Amendment, and the Declaration provides for such amendments by the Declarant.

NOW, THEREFORE, Declarant hereby amends Section 10(j) of the Declaration as follows:

Section 10(j) Nuisance Restrictions is hereby amended by adding the following language immediately after the last sentence, "Provided however, fires shall be allowed in fire pits strictly for recreational use, but not for burning as aforesaid, so long as such fire pits are maintained in a safe and sightly manner. In addition, all fire pits that are permanent in nature and not portable shall be approved by the architectural control committee prior to commencement of any construction or erection of such fire pit.

Date: 5/10/06
Rental Housing Support Program Fund Surcharge: \$ 10.00

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

LAKE OF EGYPT DEVELOPMENT LAND TRUST

By: LeAnn Ozier
LeAnn Ozier, Trustee and not personally

STATE OF ILLINOIS)
) SS
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me on May 5, 2006 by LeAnn Ozier, as Trustee of Lake of Egypt Development Land Trust, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State aforesaid, the day and year first above written.

Sara K. Schwab
Notary Public

My term expires:
06/28/08



After recording please return this document to:

Lake of Egypt Development Land Trust
P.O. Box 787
O'Fallon, IL 62269

Robin Harper-Whitehead
JOHNSON COUNTY CLERK
PAM Date 12/27/2004 Time 10:06:52
Fee: 25.00
I 042921 GR 525/99

STATE OF ILLINOIS } ss. 16002
WILLIAMSON COUNTY }
This instrument of writing was filed for record
this 27 day of Dec, 2004
at 1:47 o'clock P.M., and Recorded
in msc Record 289 Page 176
[Signature]
County Clerk and Recorder

MISCELLANEOUS
RECORD 289 PAGE 176

**SECOND AMENDMENT TO LUXOR LANDING SUBDIVISION
DECLARATION OF COVENANTS AND RESTRICTIONS**

LAKE OF EGYPT DEVELOPMENT LAND TRUST, an Illinois land trust, by LeAnn Ozier as successor trustee of the Lake of Egypt Development Land Trust under Land Trust Agreement dated December 18, 2000 and any amendments thereto, hereby makes and declares this Second Amendment to Declaration of Covenants and Restrictions ("Amendment") effective as of July 1, 2004.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Williamson County and Johnson County, Illinois, which is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference 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 (the "Property"); and

WHEREAS, the Property is currently encumbered and benefited by that certain Declaration of Covenants and Restrictions recorded on May 25, 2001, in Record Book 374, Page 73 in Johnson County, Illinois and in Book 261, Page 598 in Williamson County, Illinois as amended by First Amendment recorded on September 11, 2002 in Record Book 424, Page 250-255 in Johnson County, Illinois and in Record Book 271, Page 214 in Williamson County, Illinois (collectively, the "Declaration"), and Declarant now desires to further amend the Declaration as set forth in this Amendment;

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

1. Delete Section 2(a)(iv)
2. Delete Section 2(b)(i) through (iv) in its entirety and replace with the following:
 - (b) The Common Properties shall be for the exclusive benefit, use and enjoyment of the owners, present and future, and the Owners' guests as permitted by the rules and regulations promulgated pursuant to this Declaration.

2. Except to the extent modified by this Amendment, the Declaration is hereby ratified and shall be and remain in full force and effect. All terms capitalized herein but not otherwise defined shall have the same meaning for such term as set forth in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment to Luxor Landing Subdivision Declaration of Covenants and Restrictions effective as of the date set forth above.

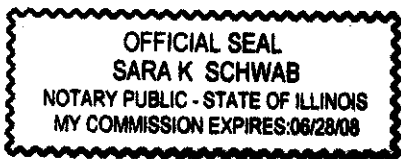
LAKE OF EGYPT DEVELOPMENT LAND TRUST

By: LeAnn Ozier
LeAnn Ozier, as successor Trustee of the
Lake of Egypt Development Land Trust under
Land Trust Agreement dated December 18, 2000,
and not personally

STATE OF ILLINOIS)
) ss.
COUNTY OF WASHINGTON)

On this 16 day of DECEMBER, 2004, the foregoing instrument was acknowledged before me by LeAnn Ozier, Trustee as aforesaid and not personally for the purposes set forth herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year set forth above.



Sara K. Schwab
Notary Public

This document prepared by L. Kniepkamp, 12 Wolf Creek Drive, Swansea, Illinois 62226.

When recorded return to:
Lake of Egypt Development Land Trust
P.O. Box 787
O'Fallon, IL 62269

I:\MK\Luxor Landing\Second Amendment to Luxor Landing Subdivision.doc

STATE OF ILLINOIS }
JOHNSON COUNTY } No. 002136

This instrument was filed for record
this 11 day of SEP, 2002
at 11:10 o'clock A. M. and recorded
in 28 Record 111, Page 25 & 26

STATE OF ILLINOIS }
WILLIAMSON COUNTY } No. 11794
This instrument was filed for record
this 11 day of SEP, 2002
at 9:30 o'clock A. M. and recorded
in 271 Record 214, Page 214

COUNTY CLERK & RECORDER

[Signature]
County Clerk and Recorder

MISCELLANEOUS
RECORD 271 PAGE 214
FIRST AMENDMENT TO LUXOR LANDING SUBDIVISION
DECLARATION OF COVENANTS AND RESTRICTIONS

LAKE OF EGYPT DEVELOPMENT LAND TRUST, an Illinois land trust, by LeAnn Ozier as successor trustee of the Lake of Egypt Development Trust under Land Trust Agreement dated December 12, 2000 and any amendments thereto, Martha M. Stewart Hinz, Trustee of the Martha M. Stewart Hinz Trust, under agreement dated February 2, 2000, Bobby D. Boyt, and Sus Boyt (collectively, the "Declarants") hereby make and declare this First Amendment to Declaration of Covenants and Restrictions ("Amendment") effective as of August 30, 2002.

WITNESSETH:

WHEREAS, Declarants are the owners of certain real property located in Williamson County and Johnson County, Illinois, which is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference 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 (the "Property"); and

WHEREAS, the Property is currently encumbered and benefited by that certain Declaration of Covenants and Restrictions recorded on May 25, 2001, in Record Book 374, Page 73 in Johnson County, Illinois and in Book 261, Page 518 in Williamson County, Illinois ("Declaration"), and Declarants now desire to amend the Declaration as set forth in this Amendment;

NOW THEREFORE, Declarants hereby amend the Declaration to the extent set forth in this Amendment.

1. Notwithstanding Paragraph 10 (a) of the Declaration or any other term or provision of the Declaration to the contrary, villa type homes rather than single family homes may be permitted on any or all of the Lots designated only as Lot numbers 25 through 42, at the sole and absolute discretion of Robert G. Wolfe and the Architectural Control Committee. The size and design requirements of the villa homes approved pursuant to this paragraph shall also be determined in the sole and absolute discretion of Robert G. Wolfe and the Architectural Control Committee without regard to the minimum square footage requirements set forth in Paragraph 10(c)(i).

2. Except to the extent modified by this Amendment, the Declaration is hereby ratified and shall be and remain in full force and effect.

IN WITNESS WHEREOF, Declarants have executed this First Amendment to Luxor Landing Subdivision Declaration of Covenants and Restrictions effective as of the date set forth above.

LAKE OF EGYPT DEVELOPMENT LAND TRUST

By: LeAnn Ozler
LeAnn Ozler, as successor Trustee of the Lake of Egypt Development Land Trust under Land Trust Agreement dated December 18, 2000, and not personally

Martha M. Stewart Hinz
Martha M. Stewart Hinz, Trustee of the Martha M. Stewart Hinz Trust, under Agreement dated February 2, 2000, and not personally

Bobby D. Boyt
Bobby D. Boyt

Sue Boyt
Sue Boyt

STATE OF ILLINOIS)
COUNTY OF St. Clair) **

On this 30th day of August, 2002, the foregoing instrument was acknowledged before me by LeAnn Ozler, Trustee as aforesaid and not personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year set forth above.



Connie M. Dupre
Notary Public

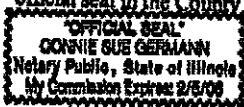
This document prepared by and when recorded return to L. Kniepkamp, 12 Wolf Creek Drive, Swansea, Illinois 62226.

STATE OF ILLINOIS

COUNTY OF Williamson

On this 3rd day of October, 2002, the foregoing instrument was acknowledged before me by Martha M. Stewart Hinz, Trustee as aforesaid and not personally, Bobby D. Boyt and Sue Boyt for the purposes set forth herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year set forth above.



Connie Sue Germain
Notary Public

This document prepared by and when recorded return to L. Knispkamp, 12 Wolf Creek Drive, Swansea, Illinois 62226.

EXHIBIT A**PROPERTY CONVEYED TO GRANTEE****GENERAL DESCRIPTION (TRACT 1 - WILLIAMSON COUNTY PROPERTY)**

Situated in and a part of the Southeast Quarter of the Southeast Quarter of Section 35 and a part of the Southwest Quarter of the Southwest Quarter of Section 36 all in Township 10 South, Range 2 East of the Third Principal Meridian, Williamson County, Illinois.

DETAIL DESCRIPTION (TRACT 1 - WILLIAMSON COUNTY PROPERTY)

Beginning at an existing Corner Stone marking the Common Section corner to Sections 35 and 36, Township 10 South, Range 2 East of the Third Principal Meridian, Williamson County, Illinois. From said Point of Beginning thence N-89Degrees 15'56"-W, along the South line of said Section 35, a distance of 387.93 feet to SIPC survey marker No. 731; thence Continuing N-89Degrees 15'56"-W and along the South line of said Section 35, a distance of 185.98 feet to a point on the South line of said Section 35 at elevation 505 being a point 3 feet above the Normal Pool Elevation 500 of the Lake of Egypt; thence in a Northeasterly to Easterly to Southeasterly direction along said elevation 505 the following bearings and distances: thence N-16Degrees 43'11"-E, a distance of 85.95 feet to a point being marked by SIPC survey marker No. 1382; thence N-34Degrees 15'53"-E, a distance of 109.17 feet to a point being marked by SIPC survey marker No. 1383; thence N-51Degrees 30'49"-E, a distance of 109.07 feet to a point being marked by SIPC survey marker No. 1384; thence N-79Degrees 35'27"-E, a distance of 66.49 feet to a point being marked by SIPC survey marker No. 1385; thence N-52Degrees 17'19"-E, a distance of 59.66 feet to a point being marked by SIPC survey marker No. 1386; thence N-69Degrees 00'21"-E, a distance of 108.06 feet to a point being marked by SIPC survey marker No. 1387; thence N-38Degrees 01'46"-E, a distance of 60.33 feet to a point being marked by SIPC survey marker No. 1388; thence N-57Degrees 32'28"-E, a distance of 104.91 feet to a point being marked by SIPC survey marker No. 1389; thence S-38Degrees 50'04"-E, a distance of 70.39 feet to a point being marked by SIPC survey marker No. 1390; thence S-28Degrees 03'41"-E, a distance of 52.18 feet to a point being marked by SIPC survey marker No. 1391; thence N-60Degrees 41'37"-E, a distance of 62.86 feet to a point being marked by SIPC survey marker No. 1392; thence S-74Degrees 15'34"-E, a distance of 85.05 feet to a point being marked by SIPC survey marker No. 1393; thence S-54Degrees 21'22"-E, a distance of 46.09 feet to a point being marked by SIPC survey marker No. 1394 and point of intersection with the Section line Common to said Section 35 and Section 36, Township 10 South, Range 2 East of the Third Principal Meridian, Williamson County, Illinois; thence S-65Degrees 25'30"-E, and continuing along the 505 elevation line, a distance of 72.97 feet to SIPC survey marker No. 1559; thence S-01Degrees 03'15"-W, along a line parallel with the West line of said Section 36, a distance of 344.40 feet to SIPC survey marker No. 732 being the Northeast corner of Section 2, Township 11 South, Range 2 East, of the Third Principal Meridian, Johnson County, Illinois; thence N-89Degrees 15'56"-W along the South line of said Section 36, a distance of 66.90 feet to the Point of Beginning and containing 0.22 acres more or less.

GENERAL DESCRIPTION (TRACT 4 - JOHNSON COUNTY PROPERTY)

Situated in and a part of the East Half of Section 2, Township 11 South, Range 2 East of the Third Principal Meridian, Johnson County, Illinois.

DETAIL DESCRIPTION (TRACT 4 - (JOHNSON COUNTY PROPERTY))

Beginning at an existing Corner Stone marking the Common Section corner to Sections 33 & 36, Township 10 South, Range 2 East, of the Third Principal Meridian, Williamson County, Illinois. From said Point of Beginning, thence N-89Degrees 18'56" E along the South line of said Section 36 also being the North line of Section 2, Township 11 South, Range 2 East, of the Third Principal Meridian, Johnson County, Illinois, a distance of 66.90 feet to SIPC survey marker No. 732, marking the Common Section corner to Sections 1 & 2, Township 11 South, Range 2 East, of the Third Principal Meridian, Johnson County, Illinois; thence S-02Degrees 01'22" E, along the Common Section line to said Sections 1 & 2, a distance of 336.63 feet to SIPC survey marker No. 733 at the Southeast corner of the Northeast Quarter of said Section 2; thence continuing S-02Degrees 01'22" E along the Common Section line to said Sections 1 & 2, a distance of 456.83 feet to Southeast corner of the Northeast Quarter of said Section 2; thence S-01Degrees 38'34" W and continuing along the Common Section line to said Sections 1 & 2, a distance of 1325.65 feet to an existing Corner Stone marking the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 2; thence S 87°00'24" W a distance of 327.39; thence N 01°38'34" E a distance of 417.83; thence S 85°46'02" E a distance of 21.84; thence S 49°02'04" E a distance of 21.30; thence with a curve turning to the right with an arc length of 142.23, with a radius of 175.00, with a chord bearing of N 07°05'01" W, with a chord length of 141.12; thence N 16°41'41" E a distance of 172.07; thence N 85°00'26" W a distance of 41.68; thence N 54°12'30" W a distance of 71.20; thence N 80°44'25" W a distance of 80.35; thence N 11°43'15" E a distance of 282.59; thence with a curve turning to the right with an arc length of 118.10, with a radius of 175.00, with a chord bearing of S 71°15'23" E, with a chord length of 115.87; thence S 51°55'32" E a distance of 30.86; thence with a curve turning to the right with an arc length of 32.68, with a radius of 225.00, with a chord bearing of N 24°09'47" E, with a chord length of 32.63; thence with a curve turning to the right with an arc length of 27.71, with a radius of 225.00, with a chord bearing of N 40°15'22" E, with a chord length of 27.16; thence with a curve turning to the left with an arc length of 30.03, with a radius of 225.00, with a chord bearing of N 43°13'08" E, with a chord length of 49.85; thence N 52°02'22" W a distance of 24.38; thence S 89°15'06" W a distance of 94.54; thence N 44°23'41" W a distance of 137.78; thence N 59°57'40" W a distance of 151.11; thence N 60°10'32" W a distance of 18.66; thence N 17°43'57" E a distance of 476.28; thence N 74°58'00" E a distance of 149.63; thence N 08°39'39" W a distance of 188.18; thence with a curve turning to the right with an arc length of 56.13, with a radius of 223.00, with a chord bearing of N 02°16'20" E, with a chord length of 85.60; thence N 18°33'03" E a distance of 50.04; thence N 20°48'47" E a distance of 71.68; thence N 53°52'51" W a distance of 272.03; thence N 12°50'12" W a distance of 25.73; thence S 75°38'36" W a distance of 7.32; thence N 12°45'23" W a distance of 184.58; thence N 34°16'24" W a distance of 51.94; thence N 49°44'31" W a distance of 239.47; thence N 45°31'42" W a distance of 110.00; thence N 60°39'40" W a distance of 123.18 to a point being marked by SIPC survey marker No. 1379; thence N-21Degrees 37'08" W, a distance of 73.85 feet to a point being marked by SIPC

survey marker No. 1380; thence N-19Degrees 19'58"-E, a distance of 170.86 feet to a point being marked by SIPC survey marker No. 1381; thence N-16Degrees 41'32"-E, a distance of 7.17 feet to the point of intersection with the North line of aforesaid Section 2; thence S-39Degrees 15'56"-E, along the Common Section line to Section 2, Township 11 South, Range 2 East of the Third Principal Meridian, Johnson County, Illinois and Section 35, Township 10 South, Range 2 East of the Third Principal Meridian, Williamson County, Illinois, a distance of 185.98 feet to SIPC survey marker No. 731; thence Continuing S-39Degrees 15'56"-E and along said Common Section line, a distance of 587.93 feet to the Point of Beginning and containing 32.82 acres, more or less.

GENERAL DESCRIPTION (TRACT 3 & 3A - JOHNSON COUNTY PROPERTY)

Situated in and a part of the North Half of the Southwest Quarter, Section 1, Township 11 South, Range 2 East of the Third Principal Meridian, Johnson County, Illinois.

DETAIL DESCRIPTION (TRACT 3 - JOHNSON COUNTY PROPERTY)

The North 25 feet of a strip of land off the South side of the North Half of the Southwest Quarter of Section 1, described as "a strip of land off the entire South side of the North Half of the Southwest Quarter, 20 rods and 4 feet wide at the West end and 23 rods wide at the East end, Township 11 South, Range 2 East of the Third Principal Meridian, Johnson County, Illinois", said 25 foot strip of equal width to extend from the West boundary line of said Section 1 to the West right-of-way line of the Public Road which presently runs Northeastery and southwestery across said Section 1.

DETAIL DESCRIPTION (TRACT 3A - JOHNSON COUNTY PROPERTY)

The South 25 feet of the North 50 feet of a strip of land off the South side of the North Half of the Southwest Quarter of Section 1, described as "a strip of land off the entire South side of the North Half of the Southwest Quarter, 20 rods and 4 feet wide at the West end and 23 rods wide at the East end, Township 11 South, Range 2 East of the Third Principal Meridian, Johnson County, Illinois", said 25 foot strip of equal width to extend from the West boundary line of said Section 1 to the West right-of-way line of the Public Road which presently runs Northeastery and southwestery across said Section 1.

Now known as Luxor Landing Phase I as shown by the recorded plat thereof Recorded May 25, 2001 in Plat Cabinet Slides B10-2, B11-1, B11-2 and B12-1, in the Recorder's Office of Johnson County, Illinois and recorded June 1, 2001 in Book 8, Page 127 of the Williamson County, Illinois Recorder's Office.

Excepting out Lots 13 and 14 of Luxor Landing Phase I as shown by the recorded plat thereof Recorded May 25, 2001 in Plat Cabinet Slides B10-2, B11-1, B11-2 and B12-1, in the Recorder's Office of Johnson County, Illinois. Situated in Johnson County, Illinois.

DECLARANT CONSENT

This instrument was filed for recd
this 30 day of Sept, 2002
at 4:15 o'clock P. M., and recorded
in 2B Record 426 Page 302-303

The undersigned hereby certifies that I am the Declarant authorized to act during the period of Declarant Control in lieu of the Board of Directors.
Robin H. Whithead
COUNTY CLERK & RECORDER

In accordance with and as required by Section 10 (g) of the Luxor Landing Subdivision Declaration of Covenants and Restrictions recorded in Williamson County in Miscellaneous Record 261, Page 598, and in Johnson County in Book 374, Page 73 - 104, and First Amendment to Luxor Landing Subdivision Declaration of Covenants and Restrictions recorded in Williamson County in Book 261-271 Page 598 and in Johnson County in Book 374 Page 73-104 (collectively referred to herein as the "Declaration"), I hereby generally consent this 27th day of September, 2002 to the resubdivision and fractional sale of any or all of the Lots designated only as Lot numbers 25 through 42 in order to permit villa type homes on said Lots, subject to and conditioned upon specific Lot approval being obtained from Robert G. Wolfe and the Architectural Control Committee, which approval may be given or withheld in the sole and absolute discretion of Robert G. Wolfe and the Architectural Control Committee.

This Declarant Consent shall be recorded in the County in which the Lots affected hereby are located.

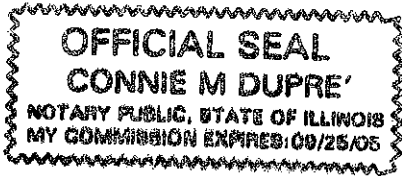
All terms capitalized herein and not otherwise defined shall have the same meaning for such term as set forth in the Declaration.

LeAnn Ozier
LeAnn Ozier, Declarant

STATE OF ILLINOIS)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 27th day of September, 2002 by LeAnn Ozier, Declarant.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year set forth above.



Connie M Dupre
Notary Public

My Commission Expires:

**DECLARANT'S/DIRECTORS'
CONSENT**

The undersigned hereby certify that we are either (1) the Declarant authorized to act during the period of Declarant Control in lieu of the Board of Directors or (2) the duly elected/qualified acting Director(s) of the Luxor Landing Homeowners' Association, an Illinois not for profit corporation.

In accordance with and as required by Section 16(g) of the Luxor Landing Subdivision Declaration of Covenants and Restrictions recorded in Williamson County in Miscellaneous Record 261, Page 598, and in Johnson County in Book 374, Page 73-104, and first Amendment to Luxor Landing Subdivision Declaration of Covenants and Restrictions recorded in Williamson County in Book 261, Page 598, and in Johnson County in Book 374, Page 73-104 (collectively referred to herein as the "Declaration"), we hereby consent this 27th day of September, 2002 to the resubdivision and fractional sale of Lots 36 and 38 of Luxor Landing Phase I.

Such consent to resubdivision and fractional sale of the aforementioned Lot(s) is given by the Directors in order to accomplish the construction and sale of villas on those Lot(s) approved for villas in accordance with the Declaration.

This Directors' Consent shall be recorded in the County in which the Lot affected hereby is located.

All terms capitalized herein and not otherwise defined shall have the same meaning for such term as set forth in the Declaration.

Selma Oniz, Declarant

Being the Declarant or all of the Directors of Luxor Landing Homeowners' Association

STATE OF ILLINOIS } 002258
JOHNSON COUNTY } ss.

This instrument was filed for record this 27th day of September, 2002 at 11:00'clock P.M. and registered in S.R. Record Vol. Page 304-305

County Clerk & Recorder

STATE OF ILLINOIS)
COUNTY OF) SS

The foregoing instrument was acknowledged before me this 27th day of September 2002 by Ly Ann Bair Declarant or all of the Directors of Luxor Landing Homeowner's Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year set forth above.



Connie M. Dupre
Notary Public

My Commission Expires:

BOOK 426 PAGE 305

STATE OF ILLINOIS)
COUNTY OF) SS

The foregoing instrument was acknowledged before me this 27th day of September 2002 by Ly Ann Osier Declarant or all of the Directors of Luxor Landing Homeowner's Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year set forth above.



Connie M. Dupre
Notary Public

My Commission Expires:

BOOK 426 PAGE 305

Robin Harper-Whitehead 2P
JOHNSON COUNTY CLERK
PAM Date 06/20/2006 Time 13:36:09
Fee: 35.00
I 061244 GR 576/316

Date: 6.20.06
Rental Housing Support
Program Fund Surcharge: \$ 10.00

SECOND PHASE TO LUXOR LANDING

**ADDENDUM TO DECLARATION OF
RESTRICTIONS AND COVENANTS**

KNOW ALL MEN by these presents, whereas, the undersigned

**LEANN OZIER, AS TRUSTEE OF LAKE OF EGYPT DEVELOPMENT LAND TRUST
UNDER TRUST AGREEMENT DATED DECEMBER 18, 2000**

hereinafter called "Declarant", is owner in fee simple of all of the following described real estate,
to wit:

**LOTS 43 THROUGH 83, INCLUSIVE, OF "THE PLAT FOR LUXOR LANDING - PHASE 2
PART OF THE EAST HALF OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 2 EAST OF
THE THIRD PRINCIPAL MERIDIAN IN JOHNSON COUNTY, ILLINOIS," as recorded in Plat
Cabinet Slide B-35-2 of the Johnson County, Illinois Recorder's Office ("Real Estate") and**

WHEREAS, the Declarant desires to add the foregoing Real Estate to the Properties which
are subject to that certain Declaration of Restrictions and Covenants for Luxor Landing
Subdivision recorded on May 25, 2001, in Record Book 374, Page 73-104 in Johnson County,
Illinois and in Book 261, Page 598 in Williamson County, Illinois and any amendments thereof
("Master Declaration").

NOW, THEREFORE, pursuant to paragraph 11b of the Master Declaration, the
undersigned Declarant does by these presents declare that the aforesaid Real Estate shall
henceforth be held, sold, and conveyed subject to the Master Declaration and said Real Estate is
added to and constitutes part of the Properties, Lots and Dedicated Areas, as applicable, as such
terms are defined and used in the Master Declaration for the purpose of protecting the value and
desirability of, and shall run with the land and be hereafter binding on all owners of, the Real
Estate described above or any part thereof, their heirs, successors, personal representatives and
assigns, and shall inure to the benefit of each owner thereof, and every purchaser of any portion of
said Real Estate shall, as part of the consideration for the purchase thereof, take subject to the
provisions of the

Master Declaration including, without limitation, the obligations to pay assessments and comply with the architectural, development and use restrictions contained therein, and for himself, herself, his, or her heirs, successors, personal representatives and assigns and all persons claiming under them, covenants to comply with all of the provisions of the Master Declaration, and declares that the Master Declaration is for the benefit of and limitation on all future owners of any portion of said Real Estate.

All of the covenants, restrictions, terms, conditions and other provisions of the Master Declaration are incorporated herein by this reference as if same were fully set forth herein and all current and future Owners of Lots and other portions of the Real Estate do hereby have notice of, and are bound by, all of the covenants, restrictions, terms, conditions and other provisions of the Master Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Declaration and Indenture this 13th day of June, 2006.

LeAnn Ozier
LeAnn Ozier as Trustee of the Lake of Egypt Development Land Trust under Trust Agreement Dated December 18, 2000, and not personally.

STATE OF ILLINOIS)
)
COUNTY OF WASHINGTON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT LEANN OZIER, personally known to me to be the Trustee of the Lake of Egypt Development Land Trust under Trust Agreement dated December 18, 2000, and not personally, which signed the foregoing document, and personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Trustee, she signed and delivered the said instrument on behalf of said Trust, for the uses and purposes therein set forth, this 13th day of June, 2006.



Sara K. Schwab
Notary Public

MISCELLANEOUS

RECORD 261 PAGE 598

LUXOR LANDING SUBDIVISION
DECLARATION OF COVENANTS AND RESTRICTIONS

LAKE OF EGYPT DEVELOPMENT LAND TRUST, an Illinois land trust, by JAMES P. PETERSON, II, as Trustee of the Lake of Egypt Development Trust under Land Trust Agreement dated December 18, 2000 as amended (the "Declarant") hereby makes and declares this Declaration of Covenants and Restrictions ("Declaration") effective as of 4/17, 2001.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Williamson County and Johnson County, Illinois, which is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

WHEREAS, Declarant desires to create on the above-described property a planned residential community to be known as Luxor Landing Subdivision with open spaces, streets, roads, walkways and other common ground and facilities ("Community"). As of the date hereof, the Community 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 of the Johnson County, Illinois Recorder's Office; and
Slides B10-2, B11-1, B11-2 + B12-1

WHEREAS, Declarant desires to insure compliance with those requirements and the general purposes and objectives upon which the Community has been established; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in the Community, to form a nonprofit corporation to which the Common Properties (as hereinafter defined) shall be conveyed, and which shall have the powers of maintaining, operating and administering the Common Properties and facilities and administering and enforcing the covenants and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (hereinafter sometimes referred to as "covenants and restrictions") are jointly and severally for the benefit of Declarant and all persons who may purchase, hold or own from time to time any of the property covered by this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

STATE OF ILLINOIS }
JOHNSON COUNTY } ss. **001152**

This instrument was filed for record
this 25 day of May, 2001
at 10:50 clock A. M., and record
in RB Record 374 Page 23-104

Robin Thompson
COUNTY CLERK & RECORDER

BOOK 374 PAGE 027

1. DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to Luxor Landing Homeowners' Association, an Illinois not for profit corporation, and its successors and assigns, to be formed as hereinafter described.

(b) "Board" shall mean the Board of Directors of the Association and the term "Directors" shall mean the duly elected directors of the Board; provided, however, that during the "Period of Declarant Control", at the sole option of Declarant, the terms "Association", "Board", "Board of Directors" and "Directors" as used herein shall mean the Declarant in lieu thereof and shall be construed by substituting the term "Declarant" in each place where "Association", "Board", "Board of Directors" or "Directors" appears.

(c) "Common Properties" shall mean and refer to those areas of land owned or to be owned by the Association, including without limitation all areas designated on the Final Plat as "Common Area" and/or the easement, license or other occupancy or use rights which the Association may have in any portion of the Properties, or in other land or properties adjacent thereto whether as an appurtenance thereto or otherwise, and which are intended to be devoted to the common use and enjoyment of the Owners of the Properties, including, without limitation, parks, open spaces, playgrounds, streets, subdivision entrance areas, signage and monuments, club house, swimming pool, boat docks, boat ramps, guard houses, landscape buffers, beaches, street lights, storm water control easement areas and facilities, paths, walkways, and other trail systems, and other facilities which may, but shall not be required to, exist from time to time for the benefit in common of such Owners.

(d) "Declarant" shall mean and refer to James P. Peterson, II, not personally, but as trustee of the Lake of Egypt Development Land Trust, an Illinois Land Trust, under Land Trust Agreement dated December 18, 2000, as amended, or any such successor trustee.

(e) "Enclosed Living Area" shall mean the total enclosed floor area within the horizontal dimensions of each level of a Single Family Dwelling, excluding basements, garages, porches, patios, terraces, decks, verandas, breezeways, exterior steps and platforms.

(f) "Lot" shall mean and refer to the subdivided parcels of land shown on any final recorded subdivision plat of the Properties (with the exception of the Common Properties as herein defined) to be improved with Single Family Dwellings.

(g) "Mortgage" and "Mortgagee" shall mean and refer also to a deed of trust and the trustee and beneficiary under a deed of trust, respectively.

(h) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, including but not limited to the Declarant, where applicable, but shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) "Period of Declarant Control" shall mean the period of time from the date first above written to the date that either: (i) the Declarant conveys the last Lot owned by the Declarant to persons or entities other than a successor builder or developer; or (ii) the Declarant terminates the Period of Declarant Control with respect to the Declarant's portion of the Properties by a written instrument recorded in the Recorder of Deed's Office of Williamson and Johnson Counties, Illinois, whichever first occurs.

(j) "Properties" shall mean and refer to that certain real property herein described on Exhibit A and such additions thereto as may hereafter be added to the Properties by Declarant subject to this Declaration.

(k) "Single Family Dwelling" shall mean and refer to the building consisting of one (1) detached single family dwelling unit to be constructed on each Lot.

2. EASEMENTS AND PROPERTY RIGHTS

(a) Every Owner and every resident of the Properties subject to this Declaration shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(i) The right of the Directors to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

(ii) The right of the Directors to promulgate rules and regulations governing the use of Common Properties; and

(iii) The right of the Directors to suspend the voting rights and right to use of the Common Properties by any members or residents for any period during which any assessment remains unpaid; and

(iv) The right of the Directors to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Properties and require licenses and license fees where it is deemed necessary by the Directors; *Deleted by Second Amendment*

(v) The right of the Directors to dedicate or transfer all or part of the Common Properties, or grant such easements and rights of way in and to the Common Properties, to any public agency, authority, or utility for such purposes and subject to such conditions as may be reasonably necessary for the development of the Community; and

(vi) The right of the Declarant or other builder/developers to utilize the Common Properties for construction and promotional purposes during periods of development; and

(vii) The right of Owners to perpetual easements over any part of the Common Properties for such portion of their dwelling unit that may overhang any Common Properties, and if ingress or egress is typically provided to a dwelling unit over a particular portion of the Common Properties, then the right of said Owner of ingress and egress over such particular portion of the Common Properties;

(viii) The right of the Directors to enter into licensing, leasing, sale, purchase, development, management or other agreements with commercial enterprises, including, without limitation, entities affiliated with Declarant, for the construction, operation and maintenance of common and recreation facilities, including but not limited to, the construction and operation of boat slips, docks, clubhouse, swimming pool, beach areas, boat ramps and other improvements and related facilities and concessions in the sole discretion of the Directors for the benefit of Owners and residents of the Properties and to grant all easements, rights and privileges appropriate or necessary to accomplish same;

(ix) The right of the Directors to annex additional residential and Common Properties to the Community; and

(x) The right of the Directors to effect the construction, installation, maintenance, repair, operation, inspection, replacement, insuring and other use of improvements and facilities located on and in the Common Areas, Sign Easement, Greenway and lake areas as depicted on the Final Plat and the right of the Directors to acquire, lease, license or otherwise use any such improvements or facilities developed by any commercial enterprise pursuant to the foregoing subsection (viii) hereof.

(b) The Common Properties shall be for the benefit, use, and enjoyment of the Owners, present and future, and, at the discretion of the Board of Directors, may also be used by non-Owners. If non-Owners are permitted to use the Common Properties:

(i) No Owner shall be denied the use of the Common Properties for any reason related to the extension of such privilege to non-Owners;

(ii) All rules and regulations promulgated pursuant to this Declaration with respect to Owners shall be applied equally to the Owners;

(iii) All rules and regulations promulgated pursuant to this Declaration with respect to non-Owners shall be applied equally to the non-Owners;

(iv) At any time after recording of this Declaration, a majority of the

*deleted
by second
amendment
to Deedantors*

Owners, by election duly called, may elect to allow or disallow usage of the Common Properties by non-Owners.

(c) Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot or Common Properties.

(d) In the event that any utilities and connections therefor serving a Lot are located in part on a Lot other than the Lot being served by such utilities and connections, the utility company, the Owner of a Lot being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Lot in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

(e) There shall be and is hereby imposed on each Lot an easement for reasonable ingress and egress by or on behalf of the Owner of any adjoining Lot or on behalf of the Association as Owner of the Common Properties for the purpose of construction, repair, maintenance or replacement of improvements on such adjoining Owner's Lot or on such adjoining Common Properties;

(f) There shall be and hereby is imposed a non-exclusive perpetual easement ten (10) feet in width along the rear lot lines and four (4) feet in width along the side lot lines of all Lots for sump pump drainage purposes. Without limiting the generality of any other provision of this Declaration, the Association may, but shall not be obligated to, maintain, clean and repair all such sump pump drainage easements, and is hereby granted easements in gross for ingress to and egress from such sump pump drainage easements and as otherwise required to perform the foregoing.

(g) All easements as shown on the recorded plat shall be, and the same hereby are, set aside and reserved for public utilities service, signage and municipal improvements. Declarant does hereby assign, transfer and convey to the Association all right, title and interest Declarant owns in and to the Sign Easement areas reserved to Declarant on the Final Plat for purposes of installing, constructing, maintaining, operating, repairing, replacing, insuring and otherwise using sign improvements and related structures. No building or structure, or any part thereof may be built, placed or constructed on or within or over any easement shown on said recorded plat, or which may hereafter be established or as created herein. It is expressly declared and provided however, that Declarant, its successors and assigns reserves and retains for itself the right and privilege to use, tap in, connect to the utilities and easements and to eliminate any one or more of the easements, or any parts thereof, but there shall be provided at that time, for each Lot affected thereby or any building or structure that may then or later be erected or placed thereon subdivision essentials and facilities similar to and as adequate as those eliminated; and there shall also be such additional easement or easements established to take the place of those eliminated, if any be necessary, such elimination or establishment of any easement or easements shall become effective upon the execution by said Declarant of any instrument appropriate thereto which shall be filed for record in the Williamson and Johnson Counties' Recorder's Offices.

3. CREATION OF ASSOCIATION

(a) Declarant may at any time in its sole discretion form the Association under the name "Luxor Landing Homeowner's Association" or such other name selected by Declarant in its sole discretion if such name is not available. In the event that Declarant does not form the Association prior to the expiration of the Period of Declarant Control, the Owners of Residential Lots shall form the Association in accordance with the provisions of this Declaration. The By-Laws of the Association shall contain provisions which are consistent with the provisions of this Declaration.

(b) Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Notwithstanding the foregoing, during the Period of Declarant Control, the Directors of the Association shall be determined by the Declarant in its sole and absolute discretion.

4. DURATION

The covenants and restrictions established by this Declaration shall run with the land and continue and be binding upon Declarant, the Association and the Directors and upon their successors and assigns for the longer of the following: (i) for the duration of the subdivision, or (ii) for a period of twenty (20) years from the date this Declaration is recorded, and shall automatically be continued thereafter for successive periods of ten (10) years each, unless, after the Period of Declarant Control, an instrument in writing approved by the vote of two-thirds (2/3rds) of the Owners at a meeting of the Owners, or the consent given in writing and signed by at least eighty percent (80%) of the Owners pursuant to Section 6(j) hereof has been recorded showing the change or changes agreed to by said Owners.

In the event the subdivision is vacated, this Declaration shall terminate and the Board shall convey fee simple title to the Common Properties to the then Lot Owners as tenants in common and shall dissolve the Association pursuant to the vote of the members as provided above. The rights of the tenants in common shall be exercisable appurtenant to and in conjunction with their Lot ownership. Any conveyance or change in ownership of any Lot shall convey with it ownership in the Common Properties, and no interest in the Common Properties shall be conveyed by an Owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidents of ownership of the Common Properties although such is not expressly mentioned in the deed of conveyance; provided, however, that no right or power conferred upon the Directors shall be abrogated.

5. COVENANT FOR MAINTENANCE ASSESSMENTS

(a) Except as set forth in Subsection 5(h), the Declarant, for each Lot within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay to the Association (or to the Declarant during the Period of Declarant Control): (i) annual assessments or charges, and (ii) special assessments or charges, with such assessments or charges to be fixed, established and collected from time to time as hereinafter provided, including, but not limited to, any charges or assessments created pursuant to Section 5(e) below.

(b) Any and all annual and special assessments, and charges as provided in this Section 5 together with such interest thereon and costs of collection thereof, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such assessment or charge is made, which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns without the need or requirement of filing any additional documentation with respect to such lien. Recording of this Declaration constitutes record notice and perfection of the lien as to assessments which become delinquent thereafter, together with interest thereon and cost of collection thereof as hereinafter provided. Further recording of a claim for assessment and/or charge under this Section 5 is not required. The Association shall be entitled to enforce collection of any and all of such assessment(s) and/or charge(s), interest and costs through enforcement of such lien, whether by foreclosure or otherwise. Each such assessment and/or charge, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. Notwithstanding anything herein to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and non-payment of any such annual or special assessment shall not constitute a default under any federally insured mortgage. Furthermore, mortgagees of any such financing on a Lot and/or improvements thereon shall not be required to collect, retain or escrow any assessments as referenced hereinabove. This Section 5 does not prohibit the Association from taking a deed in lieu of foreclosure. A judgment or decree in any action brought under this Section is enforceable by execution of the judgment and shall include costs and reasonable attorneys' fees and paralegal expenses for the prevailing party. Any payments received by the Association in discharge of a Lot Owner's obligation shall be applied first to costs and attorneys' fees; then to Interest, hereinafter defined; then to fines, if any; then to newly-delinquent assessments; then to any unpaid installments of the assessments which are coming due within thirty (30) days of payment; and then to any unpaid installments of the assessments which are the subject matter of the suit or foreclosure.

(c) The assessment(s) and/or charge(s) levied under this Section shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties or for maintaining the market value of the Properties and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the improvement, maintenance and operation of the Common Properties and all facilities thereon, including, but not limited to, the payment of taxes, Fire Protection District #4 assessments / charges, and insurance thereon, debt service and repair, maintenance, replacements and additions thereto and for the cost of formation and operation of the Association and for labor,

equipment, materials, management and supervision thereof and for such other needs as may arise and for maintenance of reserves for the benefit of the Association.

(d) (i) In addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Common Properties or any easement, street, drive, walkway or other right-of-way provided for the benefit of the Lots subject hereto, and including the provision of necessary fixtures or personal property related thereto, provided that any such assessment shall have the consent given in writing and signed by at least eighty percent (80%) of the members, pursuant to Section 6(i) hereof. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of the votes of the membership shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called within thirty (30) days of the date of the first meeting at which there was no quorum subject to the same notice requirement, and there shall not be a quorum requirement to transact the proposed business at such second meeting.

(ii) In addition to other special assessments authorized by this Subsection (d), the Directors may make a separate special assessment, without a vote of the members, for the operation and maintenance of entrance monuments, sewer systems and creeks and other storm water control easements and facilities including, but not limited to, retention and detention ponds. The assessment provided for by this paragraph of Subsection (d) shall be allowed and applicable until the operation and maintenance of such sewer systems and such creeks and other storm water control easements and facilities have been accepted for maintenance by an appropriate public body, agency or utility company.

(iii) The Directors may also make a separate special assessment pursuant to this paragraph of Subsection (d) as necessary for compliance with all subdivision and other ordinances, rules and regulations of Johnson and Williamson Counties and any other governmental agencies or entities having jurisdiction thereof. Specifically, but not by way of limitation, the Board of Directors may make special assessments providing for the maintenance and operation of all street lights, roadways, easements and utilities.

(iv) The provisions of this Section 5 with respect to the establishment of due dates, effect of non-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.

(e) In addition, the Directors may levy a special assessment or charge against any Owner and/or Lot for all costs and expenses incurred, including costs of collection, Interest, hereinafter defined, attorney's fees and other associated costs for purposes of making repairs or maintenance to a Lot or improvements thereon, which repairs or maintenance the Owner has failed to make or for repairing any damage caused by an Owner or such Owner's employees, agents,

invitees or tenants. Nothing herein shall be deemed to impose absolute liability without respect to fault or negligence upon the Owners for damage to the Common Properties or the Lots.

(f) Assessments shall be made in a manner and subject to the following procedure:

(i) As to annual assessments, on or before thirty (30) days in advance of each assessment year, as established by the Directors, the Directors shall prepare a proposed budget for the upcoming assessment year taking into consideration all anticipated items of expense, including, without limitation, reasonable attorneys' fees and litigation costs and replacement and other reserves. Based upon the proposed budget, the Directors shall establish the annual assessment for the upcoming assessment year. The Directors shall set the due date for payment of the assessment, and may provide for a periodic payment schedule if deemed desirable by the Directors. If at any time during an assessment year, the Directors determine in their reasonable opinion that the annual assessment will not provide sufficient funds during the assessment year to cover the expense of items in the proposed budget and/or the expense of any items not indicated on the proposed budget which may occur and are non-extraordinary and reasonably necessary to the general operation of the Association and/or the Common Properties, then the Directors may levy an additional supplemental assessment for the remainder of the assessment year in the amount necessary to cover the anticipated revenue deficit for that assessment year. The right and power to levy a supplemental annual assessment shall extend to the Directors for the first assessment year and each assessment year thereafter. Written notice of any levy of a supplemental assessment shall be given to each Owner and payment shall be made as directed by the Directors in such notice.

(ii) Subject to requisite member approval as set forth herein, special assessments shall be made by the Directors upon thirty (30) days notice, and, at the discretion of the Directors, may be payable in a lump sum, in periodic installments or due and payable within thirty (30) days from the date of such notice. Any charge or assessment imposed by the Association, with the exception of an assessment under Section 5(e) hereof, shall be divided among Owners on the basis of an equal amount per Lot. Notice of any assessment shall be given by the Directors, either by mail, postage prepaid, addressed to the address shown on the real estate assessment records of Williamson or Johnson County as appropriate (and notice so given shall be considered given when mailed), or by posting a brief notice of the assessment upon the Lot itself. The failure or delay of the Directors to prepare or serve any budget or any annual or special assessment shall not constitute a waiver or release in any manner of any Owner's obligation to pay such assessment whenever the same shall be made, and in the absence of any annual assessment the Owner shall continue to pay at the then existing rate established for the previous payment.

(g) If any assessment or charge is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law (herein "Interest"), and the Directors may bring legal action against the Owner personally obligated to pay same, and, in addition, shall be entitled to the rights as set forth in Section 5(b) hereinabove with respect to

enforcement of payment of same. The Board of Directors is hereby authorized to notify any Mortgagee that the Board is taking steps to collect unpaid assessments or to enforce a lien against said Lot.

(h) The following properties subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(i) All Common Properties.

(ii) All properties exempt from taxation under the laws of the State of Illinois.

(iii) All Lots owned by the Declarant or successor builder-developers before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for development or resale); provided, however, that such Declarant or successor builder-developers shall pay only twenty-five percent (25%) of the portion of the assessments attributable to such Lots.

(iv) Any lot located within lands added hereto, the Owners or residents of which are not eligible to use portions of the Common Properties, shall not be subject to assessment for such portions of the Common Properties.

(i) Each Lot Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines, or sump pump facilities servicing such Owner's Lot, if any.

(j) The liability for an assessment may not be avoided by a waiver of the use or enjoyment of any Common Properties, services or recreation facilities, or by abandonment of the Lot against which the assessment was made, or by reliance upon assertion of any claim against the Board of Directors, the Association or another Owner.

(k) Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees and nothing herein shall be construed to require a Mortgagee to collect the assessments provided for herein.

(l) This Section 5 does not prohibit the Association from taking a deed in lieu of foreclosure.

(m) A judgment or decree in any action brought under this Section is enforceable by execution of the judgment and shall include costs and reasonable attorney's fees and paralegal expenses for the prevailing party.

(n) Any payments received by the Association in discharge of a Lot Owner's

obligation may be applied to the oldest balance due.

6. **SELECTION OF DIRECTORS; MEETINGS OF OWNERS**

(a) The Board of Directors of the Association shall consist of three (3) Directors. The initial Directors shall be James P. Peterson, II, Robert G. Wolfe, and Eleanor Sue Wolfe. So long as Declarant owns at least one (1) of the Lots, Declarant shall have the exclusive right to designate all three (3) Directors and their respective successors as vacancies occur if applicable. Directors designated by Declarant are not required to be members of the Association.

(b) After Declarant has sold and conveyed all of the Lots which may be subjected to this Declaration other than to a successor builder or developer, the following procedure shall be followed:

(i) All of the then acting Directors shall resign; and

(ii) At a special meeting of the members, three (3) Directors shall be elected from the members of the Association; one for a term of three (3) years, one for a term of two (2) years and the third for a term of one (1) year.

(iii) After the expiration of the term of office of the Directors elected as provided in Section 6(b)(ii), each successor Director shall be elected by members, and each such successor Director shall serve for a term of three (3) years so that the terms shall be continuously staggered, one (1) Director being elected at each annual meeting of the members.

(c) Following each annual meeting of the Association as provided for herein, the Directors shall designate one (1) of its members to serve as President, one (1) member to serve as Vice-President, and one (1) member to serve as Secretary/Treasurer, until the time of the next following annual meeting.

(d) There shall be an annual meeting of the Association to be held on the first Saturday of March of each year during the term of this Declaration, said meeting to be held at a convenient place in either Johnson or Williamson County, Illinois, as selected by the Board of Directors and there may be special meetings of the Association as may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-third (1/3) or more of all of the votes, also to be held at a convenient place in either Johnson or Williamson County, Illinois, as selected by the party calling the meeting or as otherwise provided in the By-Laws of the Association. Notwithstanding the foregoing, no annual meeting of the Members of the Association shall be held until such time as there are no Declarant-appointed Directors (which shall include the original Directors named in the Articles of Incorporation and their appointed successors). Except as otherwise provided in Section 6(a), notwithstanding the foregoing, no special meeting of the Members of the Association shall be held until such time as there are no Declarant-appointed Directors (which shall include the original Directors named in the Articles of

Incorporation and their appointed successors). No less than ten (10) days' notice in writing to each member of the time and place of any annual or special meeting shall be given by the Directors or by the Director calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Owner and with postage prepaid. At any annual or special meeting, each Lot shall be entitled to one (1) vote and any action or proposal to be approved shall require approval by a majority of votes cast at such meeting at which a quorum is present. Any vote may be cast in person or by proxy. Any designation of a proxy shall be on a form approved by the Directors and shall be filed with the Directors at least forty-eight (48) hours before any meeting at which such proxy will vote. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Any Member who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Declaration imposed, succeed to, be vested with, and possess and enjoy as a joint tenant but not as a tenant in common, with the remaining Directors, all of the estate, rights, interests, privileges and powers granted by this Declaration to the Directors. In the event that any Director elected hereunder shall die or become unable for any reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Directors under this Declaration, then and thereupon, it shall be the duty of the remaining Directors to select a successor all as more specifically provided in the By Laws.

(e) If a Lot is jointly owned, only one person shall be entitled to vote for the Owners of that Lot and such person shall be known as the "Voting Member." If a Lot is jointly owned and if one of the multiple Owners of that Lot is present at a meeting of the Association, he or she shall be entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority in interest of the multiple Owners. Once the majority position has been established, the Voting Member shall cast the vote. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other Owners of the Lot. A corporation, if an Owner, shall act through its president or through another officer or director as the board of directors of that corporation designates in writing. A partnership, if an Owner, shall act through a partner as designated by the partnership in writing. A trust, if an Owner, shall act through its trustee. If there is more than one such trustee for a trust, then the beneficiaries of such trust shall designate in writing which trustee shall be entitled to vote. All designations of Voting Members shall be held by the Board of Directors.

(f) Except for Declarant appointed Directors, all Directors shall be members of the Association. If any member is a corporation, partnership or trust, then any partner, officer, director, employee or agent of such corporation or partnership or trustee of such trust may be a Director.

(g) No business may be transacted at any meeting (special or general) at which there is not a quorum, except as provided below. Except as otherwise provided herein, a quorum shall be deemed present at a meeting of the Association if the members in attendance at the beginning of the meeting represent at least Ten percent (10%) of the votes of members eligible to vote at the time of the meeting, either in person or by proxy. If proper notice is given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the Directors may either: (i) Give another notice of the meeting indicating the proposed business or purpose and if such meeting is held within thirty (30) days of the date of the first meeting at which there was no quorum, then there shall not be a quorum requirement to transact the proposed business at such second meeting; or (ii) Take a vote of the Association on any proposed business by written ballot of the members in lieu of a meeting.

(h) A quorum is present at a meeting of the Directors if a majority of the Directors are in attendance. All actions of the Directors shall be by majority vote. The Directors may take action by majority vote on written ballots or by unanimous consents in lieu of a meeting.

(i) Notwithstanding anything contained herein to the contrary, any action required or permitted to be taken herein by approval of the members may only be taken without a meeting of the members, if the action is approved by members holding at least eighty percent (80%) of the voting power. The action must be evidenced by one or more written consents, signed by members representing at least eighty percent (80%) of the voting power and delivered to the Association. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the members and shall have the same force and effect as a vote at a meeting duly held. Written notice of such member approval shall be given to all members who have not signed a written consent. If written notice is required because consents have not been received from all of the members, such member approval shall be effective ten (10) days after such written notice is given.

7. RESERVATION OF EXPENDITURES

The Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Declarant further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street or Common Properties within the Properties.

8. ARCHITECTURAL CONTROL

(a) No building or structure shall be erected, placed, or altered on any Lot until the construction plans, all exterior elevations, and specifications, and a plan showing the location of the structure on the Lot have been approved by the Architectural Control Committee for

compliance with these restrictions, good 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 setback line.

(b) The Architectural Control Committee shall be initially composed of **Robert G. Wolfe** and **James P. Peterson II**. Neither the members of said Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. At any time after the Declarant has sold the last Lot it owns in the Properties, the owners of record at that time of a majority of the Lots shall have the power through a written instrument duly filed in the Recorder's Office of Williamson County and Johnson County, Illinois, to change the membership of said committee, to withdraw powers or duties from said committee or restore or grant to it any powers or duties.

(c) The Architectural Control Committee's approval or disapproval when required by these covenants shall be in writing. In the event the Architectural Control Committee, or its designated representative(s) fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, the plans will be deemed approved, subject to compliance with all other covenants and restrictions in this Declaration. *See 4th Amendment for addition*

(d) All decisions rendered by the Architectural Committee shall be deemed final. It is the intent of this Declaration that the restrictions of this Section 8 shall not apply to Declarant until such time as the Lot is subject to assessment as provided herein. Approval of the plans by the Committee shall not constitute any representation or warranty that the plans comply with any applicable laws, that the proposed design and materials are structurally sound, safe, non-defective or any other assurances with respect to the Improvements and the Committee shall not be responsible for or liable to the Owners or any other person or entity whatsoever in connection with the approval, disapproval or suggested modifications to any plans or the Improvements.

(e) No waiver by the Committee of any requirement under Section 8 hereof shall be deemed a waiver of any other requirement. The approval of the Committee as to any requirement or any contractor or sub-contractor shall not be deemed to render unnecessary obtaining the approval of the Committee as to any subsequent or other requirement.

9. DIRECTORS' DUTIES AND POWERS

The Directors shall have the following rights, powers, duties and obligations:

(a) To acquire, maintain, control and hold any Lots conveyed to the Association by the Declarant in Declarant's sole and absolute discretion (any Lots so conveyed shall be treated as a part of the Common Properties until sold or transferred to a third party for residential use and upon such conveyance, the Declarant shall not have any further liability in connection with any such Lot(s)) and to acquire and hold the Common Properties and to transfer or sell the Common Properties in accordance with the provisions provided for herein including Sections 2(a), 4 and 11(g), to exercise control over the Common Properties, continuously maintain, improve and operate same with landscaping, shrubbery, decorations, buildings, recreational facilities and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education and for the general use of the Owners of the Properties including, without limitation, the construction, maintenance and operation of a subdivision entrance monument(s) and incidental lighting, signage and landscaping on Luxor Landing Lane which shall be used only to identify the Community and for no other purpose, to grant such easements and rights-of-way over the Common Properties to such utility companies or public agencies or others as they shall deem necessary or appropriate in accordance with the provisions of Section 2(a)(v), to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation thereof and in every and all respects govern the operation, functioning and usage of the Common Properties.

(b) To maintain, repair and replace any improvements on Lots which have been neglected and to charge the Owner thereof with the reasonable expense incurred, which shall be a lien against the Lot owned by such Owner and improvements thereon pursuant to Section 5(e) hereof.

(c) To exercise such control over the easements, streets, drives, trail systems, walkways and rights-of-way (except for such as have been or may hereafter be dedicated to public bodies or agencies) as is necessary to maintain, repair, supervise and insure the proper use of said easements, streets, drives, trail systems, walkways and rights-of-way by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, streets, drives, trail systems, walkways and rights-of-ways, street lights, sewers, pipes, poles, wires and other facilities and public utilities for service to the Lots within the lands subject hereof, and to establish traffic regulations for the use of such streets, drives and walkways to operate and maintain a system of street lights and pay electric utility payments on the system at such time as the system is completed and delivered to the Directors, and to operate, maintain, repair and replace any storm water control easement and facilities, including, without limitation, drainage swales, basins, riprap, lakes and other retention areas, serving any portion of the Properties, which have not been accepted for maintenance by any appropriate public body, agency or utility company.

(d) To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any rights-of-way, to decorate the entranceway to the subdivision by appropriate landscaping or by a subdivision sign or in such other manner as the Directors shall deem appropriate.

(e) To dedicate the streets, drives, walkways, or rights-of-way, or any portion or portions thereof, when such dedications would be accepted by an appropriate public agency.

(f) To clear rubbish and debris and remove grass and weeds from and trim, cut, prune, remove, replace and maintain trees, shrubbery and flowers upon any neglected property, and to charge the Owners thereof with the reasonable expense so incurred, which shall be a lien against such parcel of neglected property. The Directors, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

(g) In exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Declaration, from time to time to enter into contracts, employ agents and other employees as they deem necessary or advisable, employ counsel to advise the Directors or to institute and prosecute such suits as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Directors.

(h) To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Declaration any gift, grant, conveyance or donation of money or real or personal property. The Directors shall deposit the funds coming into their hands, as Directors, in a state or national bank protected by the Federal Deposit Insurance Corporation. With regard to all property, real, personal or mixed, owned or held by them as Directors, the full and unqualified right, power and authority to:

(i) Make all contracts and incur all liabilities necessary, related or incidental to the exercise of the Directors' powers and duties hereunder, including the construction of improvements.

(ii) Purchase insurance against all risks, casualties and liabilities of every nature and description.

(iii) Borrow money, including making a permanent, temporary or construction loan, make and execute promissory notes or incur liabilities and obligations with respect thereto and to grant a lease or leasehold security interest in Common Properties to secure such obligations such that the secured party could charge admissions for the use of said Common Properties to Owners or a wider public until the loan with respect thereto was repaid.

(iv) Sell, convey, trade, exchange, use, handle, manage, control, operate, hold, and deal in and with, in all respects, limited only as provided in this Declaration or by law.

(i) In the event it shall become necessary for any public agency to acquire all or any part of the Common Properties for any public purpose, the Directors are hereby authorized to negotiate with such public agency for such acquisition and to execute such instruments as may be necessary for conveyance to any such public agency subject to the provisions of Section 2(a)(v). Should acquisitions by eminent domain become necessary, only the Directors need be made parties, and subject to the reservation by Declarant, as provided in Section 7 hereof, any monies, damage payments or condemnation award shall be held by the Directors for the benefit of the Owners of the Lots subject hereto.

(j) All rights, powers, duties, privileges and acts of every nature and description conferred upon the Directors by the terms of this Declaration may be executed and exercised by a majority of the Directors, unless otherwise provided herein. The Directors shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature, and the Association shall indemnify and hold the Directors harmless from all such acts to the extent permitted by law.

(k) Notwithstanding any other condition herein, the Directors shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of Johnson or Williamson County, Illinois, as applicable, and any other governmental entity of which the Properties may become a part. Specifically, and not by way of limitation, the Directors shall make provision for the maintenance and operation of all street lights, roadways, storm water facilities and easements not otherwise accepted by a public agency or utility.

(l) At the discretion of the Directors, the Directors may enter into licensing agreements with commercial entities for the management and operation of any portion of the Common Properties, including, without limitation, any recreational facilities and/or any related concessions, for the benefit of the Owners and residents of the Properties.

(m) The Directors, upon proper approval from appropriate governmental authorities, shall have the power to erect ornamental entrance monuments to the Properties, such monuments to be located on the street corners and/or median within the street right-of-way and adjacent easements as may be shown on any recorded subdivision plat of the Properties. The Directors shall have the duty to maintain and repair those monuments, together with all related equipment, utility facilities and landscaping located on the aforementioned corners, median and/or easements.

(n) To adopt rules and regulations regarding the use and occupancy of Lots and Common Properties and all Owners, except Declarant, shall comply with such rules and regulations.

(o) To obtain insurance for all insurable improvements of the Common Properties. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from insurable hazards, if such

insurance is reasonably available. The policy may contain a reasonable deductible and the deductible shall be added to the face amount of the policy in determining whether the insurance at least equals full replacement cost. The Directors shall obtain a public liability policy covering the Common Properties, the Association, its agents, and its members for all damage or injury to persons or property occurring on the Common Properties. Premiums for all insurance on the Common Properties shall be payable out of the assessments. All insurance coverage shall be written in the name of the Association (or Declarant if prior to formation of the Association). In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by Owners or their mortgagees.

During the Period of Declarant Control, the Declarant may, at any time and from time to time at its sole option, but shall not be obligated to, exercise all or any portion of the duties and powers of the Directors, the Board of Directors and the Association under this Declaration by written notice to same including, without limitation, the levy and collection of assessments, and all costs incurred in connection therewith shall be chargeable to the assessments levied hereunder. In the event that Declarant exercises any duty or power of the Directors, the Board of Directors or the Association, such exercise shall be exclusive of the rights of such Directors, Board of Directors or Association which persons or entities shall have no right to exercise same concurrently with the Declarant. Declarant may at any time relinquish such duties and powers by written notice to the Board of Directors.

10. **RESIDENTIAL LOT USE RESTRICTIONS.** In addition to complying with all of the terms, covenants, restrictions and provisions contained in all instruments of record affecting title to the Lots, the following restrictions shall apply to all portions of the Lots, and Declarant, for and on its behalf and on behalf of each and every subsequent Owner of any Lot, their grantees, successors and assigns, covenant and agree that:

(a) **SINGLE FAMILY DWELLINGS AND GARAGES.** No building or structure other than one (1) detached Single Family Dwelling shall be constructed on each Lot. No use shall be made of any Single Family Dwelling except for single family residential purposes. Only enclosed garages for not less than two (2) nor more than four (4) passenger vehicles attached to a Single Family Dwelling shall be permitted on each Lot. All buildings and structures must be approved by the Directors in writing. Display homes, models, sales offices, sales trailers and signs by Declarant are permitted until Declarant has sold the last lot.

Amended on 9/11/02 - See 1st Amendment

(b) **OUTBUILDINGS.** Except for construction trailers, sales trailers, and equipment used in connection with the initial construction and/or initial sales of a Single Family Dwelling, no trailer, mobile home, house trailer, camper, or any vehicle, basement, tent, shack, shed, garage, barn, detached garage or carport or other outbuilding, or any structure of a temporary character, shall at any time be used or located either temporarily or permanently on any Lot. Construction trailers and equipment used in the initial construction of a Single Family Dwelling shall at all times be located on the applicable Lot and shall not be located on the adjacent street at any time. Notwithstanding the foregoing, the Declarant and the owner of an interest in the beneficiary

Amended on 6/1/13 by 5th Amended
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of the Declarant shall be permitted to use, park and locate their recreational vehicles/motor homes on the Properties until such time as the Declarant has sold or conveys the last Lot.

(c) **DWELLING SIZE AND MATERIALS.** All Single Family Dwellings must satisfy the following requirements and neither the Declarant, the Directors nor the Architectural Control Committee will have the authority to alter the requirements outlined in sub-paragraphs (i) and (ii) below:

(i) The minimum amount of Enclosed Living Area for all Single Family Dwellings shall be as follows:

(A) One story dwellings - Eighteen Hundred (1,800) square feet of Enclosed Living Area for dwellings on lots having lake frontage; and Fifteen Hundred (1,500) square feet of Enclosed Living Area for dwellings on lots without lake frontage;

(B) Split level dwellings - Two Thousand (2,000) square feet of total Enclosed Living Area with no less than One Thousand (1,000) square feet of Enclosed Living Area on the ground level for dwellings on lots without lake frontage. Split level designs shall not be permitted on lots with lake frontage;

(C) One and One-half story dwellings - Two Thousand Four Hundred (2,400) square feet of total Enclosed Living Area with not less than One Thousand Eight Hundred (1,800) square feet of Enclosed Living Area on the ground level for dwellings on lots having lake frontage; and Two Thousand (2,000) square feet of total Enclosed Living Area with not less than One Thousand (1,500) square feet of Enclosed Living Area on the ground level for dwellings on lots without lake frontage; and

(D) Two (2) story dwellings - Two Thousand Four Hundred (2,400) square feet of total Enclosed Living Area with not less than One Thousand Two Hundred (1,200) square feet of Enclosed Living Area on the ground level for dwellings on lots having lake frontage; and Two Thousand square feet of total Enclosed Living Area with not less than One Thousand square feet of Enclosed Living Area on the ground level for dwellings on lots without lake frontage.

(ii) The Single Family Dwellings to be constructed on Lots with lake frontage shall not exceed thirty (30) feet in height in order to preserve the sight lines to the lake view for the other Lots. All other Single Family Dwellings shall not exceed two (2) stories, front elevation, in height, except when otherwise approved in writing by the Directors.

(iii) Roof designs shall have a minimum pitch of thirty-three percent (33%), unless the Directors approve in writing a lower pitch in order to meet the height restrictions imposed on the lake Lots.

(d) **DRIVEWAYS.** All driveways and parking areas must be constructed of smooth portland cement concrete, bituminous concrete, impressed or pattern concrete, brick, paver blocks or exposed aggregate strictly in accordance with the specifications therefore provided by the Directors and constructed simultaneous with the construction of the Single Family Dwelling. No asphalt, or gravel driveways shall be permitted. The minimum width of the driveway shall be twelve (12) feet.

(e) **CLOTHES LINES/SWIMMING POOLS.** No clotheslines and no above-ground swimming pools shall be allowed, constructed or placed upon any Lot and no inground swimming pools shall be allowed, constructed or placed upon any Lot without the prior written approval of the Directors.

(f) **ANTENNAE AND UTILITIES.** No utility entrances or meters shall be mounted on the front of any Single Family Dwelling. No exterior television, microwave, radio or other aerial, antenna, receiving dish, satellite dish, or any other device for the reception or transmission of television, microwave, radio or other electronic signals (hereinafter referred to as "Antenna") shall be erected or maintained on any Lot or upon the exterior of any Single Family Dwelling except with the prior written approval of the Directors. The Directors or their designated committee shall approve an application for the installation of an Antenna only upon the following conditions:

(i) Only one (1) Antenna per Lot and the Antenna shall be no larger than eighteen (18) inches in diameter and shall be for only the personal non-commercial use of the Owner.

(ii) No Antenna shall be installed, maintained, operated or kept in the portion of the yard on any Lot which is located between the Single Family Dwelling and a street and no Antenna shall be mounted on or affixed to the exterior wall, gable or soffit of any Single Family Dwelling which faces the street. The Directors may require the Antenna to be landscaped in an aesthetically pleasing manner.

(iii) The Directors or their designated committee shall have the power to require such specific forms of screening (fencing, shrubbery, etc.) as the Directors deem appropriate in order to effectuate the intent of this Section. All installations must comply with local zoning requirements and building codes if applicable. The Directors reserve the right to require any repair, maintenance, additional landscaping or testing to the Antenna at any time after the installation thereof. Failure to comply with this Section shall be enforceable by a schedule of fines as published by the Directors from time to time. Said fines shall be collected and enforced in the same manner as an assessment. The Directors shall have the further right to take such action to enforce this Section with all remedies available in law or equity.

(iv) The granting of the written permission to install the Antenna pursuant to this Section shall be a revocable license issued by the Directors to the Lot Owner and his/her/its

successors which may be revoked if the Lot Owner does not remain in compliance with the terms of this Section as amended from time to time.

(g) **DIVISION OF LOTS.** No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Directors.

(h) **FENCES AND WALLS.** No hedge, fence, screen, wall, railing, pole or other exterior structure over thirty-six (36) inches in height (except one (1) mailbox structure) ("Miscellaneous Structures") shall be permitted in front of any front setback lines unless approved by the Directors and same shall be placed at least three (3) feet inside of the front property line. All Miscellaneous Structures shall be constructed of materials that will be in harmony with the architectural materials of the Single Family Dwelling except that retaining walls, enclosures, racquet courts and swimming pool fencing may be of other materials with the prior written approval of the Directors. No Miscellaneous Structures shall be erected or maintained on any Lot without the prior written approval of the Directors as to location, material, design, configuration, height and other characteristics, and the decision of the Directors to approve or reject any such structure shall be conclusive. The Directors' review of all fences for approval shall assure that such fences adhere to the following standards and requirements unless applicant can demonstrate to the satisfaction of the Directors that strict adherence to such standards and requirements would (a) create an undue hardship on applicant; and (b) approval would be in the best interests of the subdivision:

(i) Maximum height shall be: seventy-two inches (72") for Lot perimeter fencing; seventy-two (72) inches for swimming pool and privacy fencing; and such height as is reasonable and customary for other types of fencing or enclosures around tennis or racquet courts or other unique improvements. Perimeter type fencing shall only enclose the rear yards of any Single Family Dwelling (excluding natural timber, ravines and other non-yard areas) and no fencing shall be erected or maintained on any Lot between the rear of the Single Family Dwelling constructed upon such Lot and the street upon which such Lot fronts. Perimeter type fencing must start at the rear corners of the Single Family Dwelling and extend to and continue within four inches (4") of the side Lot lines. With respect to corner lots, perimeter fencing along the side of the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat. Lots may have exceptions at the sole discretion of the Directors.

(ii) All fencing to be made only of either: (A) wrought iron or aluminum simulated wrought iron; or (B) cedar or wolmanized (treated wood). Cedar or wolmanized (treated wood) board fencing may have any picket width up to a maximum of six inches (6") in width. The minimum open space between pickets must be one inch (1") regardless of the picket width. All picket fences to be installed with the good side facing out. All wood fences are to remain in their natural state, that is, they cannot be painted a color.

(iii) The Directors, in their discretion, may, but shall not be obligated to, require that all Lots be professionally surveyed to assure proper fence locations prior to installation

thereof. All posts shall be anchored in a base of concrete at least one (1) foot six (6) inches into the soil.

(i) **SETBACKS.**

(i) No Single Family Dwelling shall be located on any Lot nearer to the front lot line, the side lot line or the rear lot line than the minimum building setback lines shown on any recorded plat respecting the Properties.

(ii) All setbacks shall be measured from the Lot line except when two or more Lots are acquired and used as a single building site by a single Owner, in which case the side Lot lines shall refer only to the property line bordering on the adjoining Lot not owned by the Owner. The front Lot line shall mean any Lot line which is contiguous to a street in the Community.

(iii) At the time building plans are approved by Directors, variations to the above setbacks may be allowed by Directors for corner and odd-shaped Lots provided that the setbacks for such Lots are as near as possible to the above setback requirements.

(iv) The Directors may also allow variances from the above setback requirements for decks, screen enclosures, fences, privacy walls, pools and decorative improvements. However, in no case shall decks, fences, privacy walls and decorative planter walls be closer than ten (10) feet to the side Lot line or encroach into any drainage easement. Pools, screen enclosures and pool decks shall be no closer than ten (10) feet to any side or rear Lot line or encroach into any drainage or landscape buffer easement.

(v) Driveways shall be at least ten (10) feet from the side and rear Lot line unless a shorter distance is approved by Directors. In no case shall the driveway be any closer than six (6) feet to the side or rear Lot line, ten (10) feet to the front Lot corner, or encroach into any drainage or landscape buffer easement.

(j) **NUISANCE RESTRICTIONS.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. The Association shall have the right to prohibit, restrict and prevent such gatherings or assemblies of individuals under such reasonable rules and regulations as the Association, in its sole discretion, may from time to time determine. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. Burning trash, garbage, leaves or other vegetation or any other burning shall not be allowed on any Lot, street or Common Properties. *Amended by 3rd Amendment 5/11/06*

(k) **SIGN RESTRICTIONS.** No signs (except security system or similar inconspicuous signage with a surface area less than thirty-six (36) square inches per side), advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (i) Owners from placing

one (1) "For Sale" sign (not to exceed 2 feet x 2 feet in dimension) on a Lot; or (ii) signs erected or displayed by Declarant, Declarant's agents or brokers or by a successor builder-developer in connection with the development of the Properties and the sale and/or construction of improvements on the Lots.

(l) **LOT MAINTENANCE.** Each Lot Owner shall at all times at Owner's expense keep, maintain, repair and replace, as applicable, the Lot and all Improvements thereon and shall keep all easement areas and improvements including, without limitation, all drainage swales, basins, riprap and detention areas, free of debris and obstructions of any kind, all in a good and safe condition, aesthetically pleasing appearance, and in compliance with all applicable governmental requirements. All Lot Owners shall be required to keep all grass, plantings and other vegetation on the Lot neatly cut, trimmed, pruned, fertilized and in a healthy condition and shall mow their Lots at least once every thirty (30) days during the months from May 1st to October 31st of each year and at such other times and greater frequencies as necessary to maintain the Lot in a neatly trimmed and aesthetically pleasing appearance. At no time and in no event shall grass or weeds exceed eight (8) inches in height. The Association shall have the right to cut any grass on an unimproved Lot which violates the height requirement and to charge the expense thereof to the Owner of the unimproved Lot as an assessment hereunder. It shall be the responsibility of the Lot Owner to cause the general contractor to exercise erosion control during construction. This may be accomplished by placing straw bales staked in place, properly installed silt fence or other method approved by the Directors so that mud does not wash onto the streets or adjoining properties. All screening berms and landscaping installed and planted on any Lot by Declarant, including, without limitation, the twenty-five (25) foot wide buffer area depicted on the Subdivision Plat along the north side of Lots 7 through 12, inclusive, and all tie walls, shrubs and trees, shall be maintained, repaired and replaced, if necessary, in a well trimmed, pruned, fertilized, healthy and thriving condition by the Owner of such Lots. *Amended by 4th Amendment See 4th Amend for changes*

(m) **FUEL TANKS.** Except for well-concealed (in the sole judgment of the Architectural Control Committee) facilities, no gas, propane, oil or other fuel storage tank shall be permitted on any Lot except as necessary in connection with the initial construction of a Single Family Dwelling.

(n) **CONSTRUCTION WASTE.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste material and all such items shall be kept at all times in sanitary containers, including during any construction period. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The Directors may require a reasonable deposit in connection with the proposed construction of a Single Family Dwelling approved in accordance with this Declaration, in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired. The Owner of any Lot on which a Single Family Dwelling is under construction shall be responsible for all street cleaning and street repairs necessitated by debris, dirt and damage to streets, curbs, gutters, drains and other improvements caused by such construction. Said Owner shall promptly clean up and make all

necessary repairs and replacements as requested by the Directors, and upon failure to comply with any request within forty-eight (48) hours, said Owner shall be subject to fine as provided in Section 12(j) of this Declaration except that the ten (10) day notice requirement shall not apply to violations of this Section 10(o) of this Declaration. The Association created pursuant to this Declaration or the Directors may cause any necessary cleanup or repairs at the expense of the responsible Owner, and the cost shall be the liability and the responsibility of the Owner in addition to any fines assessed herein as an assessment against the Owner's Lot.

Amended on 6/30/07 See Amendment 4

(o) **PETS.** No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind, shall be owned, raised, bred, brought onto or kept on any Lot, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) and aquariums may be kept or maintained on any Lot; provided that they are not kept, bred or maintained for any commercial purpose. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited. No cats, dogs, or household pets shall be permitted to run at large and shall be confined to the Lot of the Owner by a leash or other reasonable measure of security. No dog runs, dog houses or outside animal facilities of any kind or nature will be allowed.

(p) **VEHICLE AND PERSONAL PROPERTY RESTRICTIONS.** All vehicles (including automobiles, snowmobiles, trucks, campers, motor homes, vans, go-carts, boats, etc) must be kept in enclosed garages; provided, however, that the foregoing shall not prohibit the temporary parking of up to two (2) licensed and operable (not abandoned) non-commercial automobiles in the driveway of any Single Family Dwelling. All personal property, including, without limitation, athletic equipment which is movable and not attached to the real estate, bicycles, children's toys, boats, trailers, trucks, campers, camper shells, commercial vehicles and recreational 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". 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 site 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, racquet 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 any time between the hours of 1:00 A.M. and 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, inoperable or abandoned 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, buses, boats or boat trailers may be stored or suffered to remain upon any Lot other than in an enclosed garage.

(q) **BUSINESS RESTRICTIONS.** No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residences nor the carrying on of promotional activities by the Declarant, or any successor builder-developer. Notwithstanding the foregoing, no more than one (1) room (of a size no more than the average size of the rooms in the dwelling) in any Single Family Dwelling may be used by the Owner for professional purposes; provided that no customers or clients are entertained as business invitees and such use is strictly incidental to the practice of the Owner's profession elsewhere, but this does not sanction the use of any room for trade or business of any kind.

(r) **TRASH RECEPTACLES.** No trash, garbage, rubbish, refuse, debris (including, without limitation, compost piles), trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within the improvements located on each Lot; provided that after sundown on the day immediately preceding any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; provided further that trash cans or receptacles shall be removed and secured within the Improvements for each Lot prior to sundown of the trash pick-up day.

(s) **GARAGE SALE.** No Owner shall conduct or permit a garage sale on a Lot, whether for profit or otherwise, more frequently than one (1) two (2) day period per calendar year unless otherwise approved by the Association.

(t) **GRADES AND SLOPES.** No contours, grades, or slopes which change the flow of drainage, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may materially damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of flow of drainage channels, or obstruct the flow of water through drainage channels. The slope areas of each Lot shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility is responsible.

11. **GENERAL PROVISIONS**

(a) The Directors, or the Owner of any Lot subject to this Declaration, shall have the right to enforce and compel compliance with, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Directors or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action filed by the Directors against an Owner or if the Directors retain legal counsel without filing a legal action in order to enforce any covenant or restriction herein contained or adopted pursuant to Director rules or regulations or any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner shall be personally liable for and pay the Directors' reasonable attorneys' fees and costs

incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Directors have given written notice thereof to the Owner, then the fees and costs shall thereafter bear Interest at the rate provided in Section 5(g) hereof and the Directors may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the Office of the Recorder of Deeds of the county in which the Lot is located, thereupon the debt shall become a continuing lien on the Lot and the improvements thereon which shall bind the Owner, his or her heirs, successors and assigns. The lien shall be enforceable and governed by Section 5 of this Declaration. All rights, remedies and privileges granted to the Association or to any Owner pursuant to any term, provision, covenant or condition of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising such remedy from exercising such other remedies as may be granted to such party by this Declaration, at law, or in equity.

(b) Except during the Period of Declarant Control and subject to the requirements of Section 4, this Declaration and any part thereof may be altered or amended, by a written agreement approved by the vote of two-thirds (2/3rds) of the Owners at a meeting of the Owners, or the consent given in writing and signed by at least eighty percent (80%) of the Owners pursuant to Section 6(j) hereof; and such written alteration or amendment, recorded with the Office of the Recorder of Deeds for Johnson County and Williamson County, Illinois, shall become a part of the provisions and restrictions of this Declaration. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Directors with respect to maintenance obligations and the power to levy assessments therefor or to eliminate the requirement that there be Directors unless some person is substituted for the Directors with the responsibility and duties of such Directors. Notwithstanding the foregoing, during the Period of Declarant Control, Declarant may, at any time and from time to time without the consent of any Owners, alter, amend, modify, add to or revoke any of the obligations and/or covenants of this Declaration as necessary or appropriate in the reasonable discretion of Declarant to facilitate the development of the Community including, without limitation, the right to delete any portion of the Properties subject hereto which is owned by Declarant or add to the Properties subject to this Declaration any contiguous real property owned or controlled by Declarant, by written instrument recorded in the Office of the Recorder of Deeds of Johnson County and Williamson County, Illinois. Declarant expressly declares that there is not in existence a general development scheme for this subdivision, that no general development scheme for this subdivision will at any time in the future be adhered to or be enforceable against the Declarant, and that, notwithstanding any provision in this Declaration to the contrary, Declarant makes no representation or warranty whatsoever as to the existence, installation or construction, now or hereafter, of any Common Property improvements or other improvements and shall not be responsible to construct any such improvements.

(c) In connection with the sale of all or part of the Properties subject to this Declaration, Declarant shall have the right to assign to such purchaser the rights herein reserved or granted to Declarant.

(d) Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of either Johnson County or Willamson County, as appropriate.

(e) Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect. This Declaration shall be governed by the laws of the State of Illinois.

(f) During the Period of Declarant Control, the Declarant and/or successor builder-developers shall retain the sole and exclusive right to exercise all powers heretofore granted to it under the terms of this Declaration pertaining to or in any way related to the continuation of development of the Properties until such development is completed. The Directors shall not interfere with the orderly development of the Properties or the rights of Declarant in such development. It is the intent of this provision that once control of the Directors is vested in the Association that such Directors shall exercise (independent of Declarant control) all governance powers and duties as provided in this Declaration including, but not limited to, the budget, assessments and other matters which will come under their exclusive control upon the sale of one hundred percent of the Lots to persons or entities other than a successor builder or developer. The control of the completion of the development and all rights and powers necessary and appurtenant thereto shall remain exclusively and solely in the Declarant; provided however, the Directors shall execute any and all documents necessary for the proper exercise of the powers and rights set forth and reserved herein to Declarant. The provisions of this Subsection may not be modified or amended without the written consent of Declarant so long as Declarant owns any Lot in the Properties.

(g) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Directors, for any public purpose, the Directors, during the period of this Declaration as well as the times fixed for the appointment or election of Directors, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Directors need be made parties, and in any event, the proceeds received shall be held by the Directors the benefit of those entitled to the use of the Common Property, roads or easements.

(h) Any exercise or enforcement by Declarant of its rights or powers as authorized or set forth in this Declaration, including but not limited to its rights with respect to amending the terms and provisions hereof, shall not in any way be deemed to cause a forfeiture, elimination, release, reduction, modification or transfer of Declarant's rights, powers and remedies as set forth herein except as specifically provided otherwise.

(i) In each case under this Declaration where the approval, consent or other permission of the Directors, Association or Declarant is required, such approval, consent or permission shall be effective only if evidenced by a written instrument signed by such party and shall

not be valid or enforceable unless and until such approval, consent or permission is evidenced by such signed written instrument.

(j) Each and every Owner, including the Association as Owner of the Common Properties, by accepting any conveyance of, or interest in, any Lot or the Common Properties, thereby binds such Owner, and all of Owner's heirs, devisees, personal representatives, assigns, successors, and other legal representatives, to the observance of and the compliance with all of the covenants, restrictions and other provisions of this Declaration. Each and every violation of this Declaration or any provisions hereof shall result in a fine, as hereinafter provided, against the Owner of the Lot on which the violation occurred, or if the violation occurs otherwise than on any Lot, against the Owner causing the violation. If any Owner violates or fails to observe or comply with any provision of this Declaration (collectively, "Violation") and such Violation is not cured or corrected within ten (10) days after notice thereof has been deposited in the mail or personally delivered by the Directors or any one or more Owners to the offending Owner ("Violating Owner"), the Directors or any one or more Owners shall be entitled to assess the fine hereinafter described and to institute and prosecute any proceedings at law or in equity against any Violating Owner in order to cause such Violation to be cured or corrected or to recover damages therefor. It is hereby expressly declared and provided, however, that the Declarant shall not, under any circumstances, be held subject to, or responsible or liable for any violation or alleged violation of, any covenants or restrictions contained herein. If the Violation is not corrected or cured within the foregoing ten (10) day period (or if the correction or cure of the Violation reasonably requires more than ten (10) days and the Violating Owner fails to commence curative action within such ten (10) day period and continuously prosecute such cure to completion as soon as reasonably practicable thereafter), then the Violating Owner shall pay a fine in the sum of Twenty-Five Dollars (\$25.00) per day for each day that the Violation continues without curative action from the date such Violation commenced to the date such Violation is completely cured. Any party enforcing this Declaration shall be entitled to file a notice of lien against the Lot or Lots of the Owner subject to the fine for the amount of the fine, attorneys' fees, costs and Interest accrued thereon during any enforcement proceedings instituted pursuant to this Declaration. All fines collected shall be the property of the Declarant or the Association as the case may be. The failure to promptly institute procedures for enforcement of this Declaration or any fine or fines due pursuant to this Declaration shall not operate as an estoppel or waiver against the enforcement of this Declaration or the collection of the fine or fines, attorneys' fees, costs and Interest involved.

(k) The Directors may suspend an Owner's voting rights and rights to use the Common Properties for any period during which any assessment against such Owner remains unpaid, or during the period of any continuing violation of the provisions of this Declaration or the rules and regulations. Suspension shall commence when declared by the Directors and shall last for a period of time not to exceed thirty (30) days after the violation has been cured.

(l) Remedies are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy. No delay or failure on the part of an aggrieved party to invoke an available remedy shall be a waiver by that party of any right available

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTIES

GENERAL DESCRIPTION (TRACT 1 - WILLIAMSON COUNTY PROPERTY)

Situated in and a part of the Southeast Quarter of the Southeast Quarter of Section 35 and a part of the Southwest Quarter of the Southwest Quarter of Section 36 all in Township 10 South, Range 2 East of the Third Principal Meridian, Williamson County, Illinois.

DETAIL DESCRIPTION (TRACT 1 - WILLIAMSON COUNTY PROPERTY)

Beginning at an existing Corner Stone marking the Common Section corner to Sections 35 and 36, Township 10 South, Range 2 East of the Third Principal Meridian, Williamson County, Illinois. From said Point of Beginning thence N-89Degrees 15'56"-W, along the South line of said Section 35, a distance of 587.93 feet to SIPC survey marker No. 731; thence Continuing N-89Degrees 15'56"-W and along the South line of said Section 35, a distance of 185.98 feet to a point on the South line of said Section 35 at elevation 505 being a point 5 feet above the Normal Pool Elevation 500 of the Lake of Egypt; thence in a Northeasterly to Easterly to Southeasterly direction along said elevation 505 the following bearings and distances: thence N-16Degrees 42'11"-E, a distance of 85.95 feet to a point being marked by SIPC survey marker No. 1382; thence N-34Degrees 19'53"-E, a distance of 109.17 feet to a point being marked by SIPC survey marker No. 1383; thence N-51Degrees 50'45"-E, a distance of 109.07 feet to a point being marked by SIPC survey marker No. 1384; thence N-79Degrees 35'27"-E, a distance of 66.49 feet to a point being marked by SIPC survey marker No. 1385; thence N-52Degrees 17'19"-E, a distance of 59.66 feet to a point being marked by SIPC survey marker No. 1386; thence N-69Degrees 00'21"-E, a distance of 108.06 feet to a point being marked by SIPC survey marker No. 1387; thence N-38Degrees 01'46"-E, a distance of 60.53 feet to a point being marked by SIPC survey marker No. 1388; thence N-57°52'28"-E, a distance of 104.91 feet to a point being marked by SIPC survey marker No. 1389; thence S-88Degrees 50'06"-E, a distance of 70.29 feet to a point being marked by SIPC survey marker No. 1390; thence S-28Degrees 03'41"-E, a distance of 52.18 feet to a point being marked by SIPC survey marker No. 1391; thence N-60Degrees 41'57"-E, a distance of 62.86 feet to a point being marked by SIPC survey marker No. 1392; thence S-74Degrees 15'34"-E, a distance of 85.05 feet to a point being marked by SIPC survey marker No. 1393; thence S-54Degrees 21'32"-E, a distance of 46.09 feet to a point being marked by SIPC survey marker No. 1394 and point of intersection with the Section line Common to said Section 35 and Section 36, Township 10 South, Range 2 East of the Third Principal Meridian, Williamson County, Illinois; thence S-65Degrees 25'50"-E, and continuing along the 505 elevation line, a distance of 72.97 feet to SIPC survey marker No. 1569; thence S-01°02'15"-W, along a line parallel with the West line of said Section 36, a distance of 344.40 feet to SIPC survey marker No. 732 being the Northeast corner of Section 2, Township 11 South, Range 2 East, of the Third Principal Meridian, Johnson County, Illinois; thence N-89Degrees 15'56"-W" along the South line of said Section 36, a distance of 66.90 feet to the Point of Beginning and

containing 6.22 acres more or less.

GENERAL DESCRIPTION (TRACT 4 - JOHNSON COUNTY PROPERTY)

Situated in and a part of the East Half of Section 2, Township 11 South, Range 2 East of the Third Principal Meridian, Johnson County, Illinois.

DETAIL DESCRIPTION (TRACT 4 - (JOHNSON COUNTY PROPERTY)

Beginning at an existing Corner Stone marking the Common Section corner to Sections 35 & 36, Township 10 South, Range 2 East, of the Third Principal Meridian, Williamson County, Illinois. From said Point of Beginning, thence N-89Degrees 15'56"-E along the South line of said Section 36 also being the North line of Section 2, Township 11 South, Range 2 East, of the Third Principal Meridian, Johnson County, Illinois, a distance of 66.90 feet to SIPC survey marker No. 732, marking the Common Section corner to Sections 1 & 2, Township 11 South, Range 2 East, of the Third Principal Meridian, Johnson County, Illinois; thence S-02Degrees 01'22"-E, along the Common Section line to said Sections 1 & 2, a distance of 856.63 feet to SIPC survey marker No. 733 at the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 2; thence continuing S-02Degrees 01'22"-E along the Common Section line to said Sections 1 & 2, a distance of 856.63 feet to Southeast corner of the Northeast Quarter of said Section 2; thence S-01Degrees 38'34"-W and continuing along the Common Section line to said Sections 1 & 2, a distance of 1385.65 feet to an existing Corner Stone marking the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 2; thence S 87°00'24" W a distance of 387.89'; thence N 01°38'34" E a distance of 417.85'; thence S 85°46'08" E a distance of 21.84'; thence S 49°26'04" E a distance of 21.30'; thence with a curve turning to the right with an arc length of 145.25', with a radius of 175.00', with a chord bearing of N 07°05'01" W, with a chord length of 141.12', thence N 16°41'41" E a distance of 172.67'; thence N 85°00'26" W a distance of 41.68'; thence N 54°12'30" W a distance of 71.20'; thence N 80°44'25" W a distance of 80.35'; thence N 11°43'15" E a distance of 285.59'; thence with a curve turning to the right with an arc length of 118.10', with a radius of 175.00', with a chord bearing of S 71°15'23" E, with a chord length of 115.87', thence S 51°55'32" E a distance of 50.86'; thence with a curve turning to the right with an arc length of 38.68', with a radius of 225.00', with a chord bearing of N 24°09'47" E, with a chord length of 38.63', thence with a curve turning to the right with an arc length of 87.71', with a radius of 225.00', with a chord bearing of N 40°15'22" E, with a chord length of 87.16', thence with a curve turning to the left with an arc length of 50.05', with a radius of 225.00', with a chord bearing of N 43°13'08" E, with a chord length of 49.95', thence N 52°02'22" W a distance of 24.38'; thence S 89°15'06" W a distance of 94.54'; thence N 44°23'41" W a distance of 137.76'; thence N 59°57'40" W a distance of 151.11'; thence N 60°10'32" W a distance of 18.66'; thence N 17°43'57" E a distance of 476.28'; thence N 74°58'00" E a distance of 149.63'; thence N 08°39'39" W a distance of 188.18'; thence with a curve turning to the right with an arc length of 86.13', with a radius of 225.00', with a chord bearing of N 02°18'20" E, with a chord length of 85.60', thence N 18°35'03" E a distance of 50.04'; thence N 20°48'47" E a distance of 71.68'; thence N 53°52'51" W a distance of 272.03'; thence N 12°50'12" W a distance of 25.73'; thence S 78°38'36" W a distance of 7.52'; thence N 12°45'23" W a distance of 184.56';

thence N 34°16'24" W a distance of 51.94'; thence N 49°44'31" W a distance of 239.47'; thence N 45°31'42" W a distance of 110.00'; thence N 60°39'40" W a distance of 123.18' to a point being marked by SIPC survey marker No. 1379; thence N-21Degrees 37'08"-W, a distance of 75.85 feet to a point being marked by SIPC survey marker No. 1380; thence N-19Degrees 19'58"-E, a distance of 170.86 feet to a point being marked by SIPC survey marker No. 1381; thence N-16Degrees 41'52"-E, a distance of 7.17 feet to the point of intersection with the North line of aforesaid Section 2; thence S-89Degrees 15'56"-E, along the Common Section line to Section 2, Township 11 South, Range 2 East of the Third Principal Meridian, Johnson County, Illinois and Section 35, Township 10 South, Range 2 East of the Third Principal Meridian, Williamson County, Illinois, a distance of 185.98 feet to SIPC survey marker No. 731; thence Continuing S-89Degrees 15'56"-E and along said Common Section line, a distance of 587.93 feet to the Point of Beginning and containing 32.82 acres, more or less.

GENERAL DESCRIPTION (TRACT 3 & 3A - JOHNSON COUNTY PROPERTY)

Situated in and a part of the North Half of the Southwest Quarter, Section 1, Township 11 South, Range 2 East of the Third Principal Meridian, Johnson County, Illinois.

DETAIL DESCRIPTION (TRACT 3 - JOHNSON COUNTY PROPERTY)

The North 25 feet of a strip of land off the South side of the North Half of the Southwest Quarter of Section 1, described as "a strip of land off the entire South side of the North Half of the Southwest Quarter, 20 rods and 4 feet wide at the West end and 22 rods wide at the East end, Township 11 South, Range 2 East of the Third Principal Meridian, Johnson County, Illinois", said 25 foot strip of equal width to extend from the West boundary line of said Section 1 to the West right-of-way line of the Public Road which presently runs Northeasterly and southwesterly across said Section 1.

DETAIL DESCRIPTION (TRACT 3A - JOHNSON COUNTY PROPERTY)

The South 25 feet of the North 50 feet of a strip of land off the South side of the North Half of the Southwest Quarter of Section 1, described as "a strip of land off the entire South side of the North Half of the Southwest Quarter, 20 rods and 4 feet wide at the West end and 22 rods wide at the East end, Township 11 South, Range 2 East of the Third Principal Meridian, Johnson County, Illinois", said 25 foot strip of equal width to extend from the West boundary line of said Section 1 to the West right-of-way line of the Public Road which presently runs Northeasterly and southwesterly across said Section 1.