

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that we, Robert J. Hoebing and Marjorie E. Hoebing, husband and wife, the owners of the following described real estate, situated in the County of Adams, in the State of Illinois:

Part of Section Twenty-eight (28), Township One (1) South of the Base Line and Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, described as follows: Beginning at the center of said Section 28, thence North 86° 49' 59" West, along the South Line of the Northwest Quarter of the said Section 28, a distance of 459.84 feet to the center line of County Highway 27 (Cannonball Road); thence North 04° 06' 58" East along said Center Line, 636.94 feet; thence South 86° 28' 31" East 438.90 feet to a point on the West Line of the Northeast Quarter of Said Section 28; thence South 87° 42' 42" East 1375.72 feet; thence South 02° 30' 10" West 514.93 feet; thence North 86° 27' 53" West 265.21 feet; thence North 02° 30' 10" East 248.31 feet; thence North 42° 29' 49" West 75.78 feet; thence North 89° 00' 00" West 130.50 feet; thence South 48° 50' 26" West 772.44 feet; thence North 89° 00' 00" West 134.21 feet; thence North 02° 13' 38" East parallel with the West Line of the Southeast Quarter of said Section 28, a distance of 40.01 feet; thence North 89° 00' 00" West 230 feet to the West Line of the Southeast Quarter of Section 28, thence North 02° 13' 38" East along said West Line a distance of 75.18 feet to the point of beginning containing 22.73 acres, more or less, including public road right-of-way along said County Highway 27 (Cannonball Road), all situated in the County of Adams and State of Illinois;

said real estate having been subdivided into Cannonball Lakes Subdivision, as shown in a plat of survey of said subdivision recorded in the Recorder's Office of Adams County, Illinois, in Book 13 of Plats on Page 1357 containing Seventy-seven (77) lots numbered One (1) through Seventy-seven (77), inclusive, do make and establish the following Protective Covenants which shall cover and apply to the above-described real estate and to additional lands hereinafter described, which covenants shall be effective immediately.

1. DURATION. These covenants shall run with the land and shall bind the land and all owners thereof and upon all the parties and persons claiming under them for a period of twenty (20) years from the date of the recording hereof and shall be automatically extended for successive periods of ten (10) years unless after said initial period by agreement of a majority of the then owners of the above-

described real estate or the several lots and parcels thereof, it is agreed to change said covenants in whole or in part. In determining the majority of the then owners, each and every owner of a lot shall have one (1) vote for each lot owned.

2. REMEDIES FOR VIOLATION. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot or parcel of real estate to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages for such violation or violations.

3. PARTIAL INVALIDATION. The invalidation of any one or more of these covenants by judgment or order of any Court of record shall in no wise affect any of the other provisions or covenants herein contained.

4. RESIDENTIAL LOTS. All platted lots shall be known as residential lots with the exception of lot Seventy-seven (77), which shall be reserved for sewage treatment facilities and such other uses, for which provision may be made in other parts of these covenants. All buildings constructed on residential lots are to be used for residential purposes only. No more than one residential structure may be constructed on each such lot. All buildings constructed on said lots shall be single family dwellings. No residential structure shall exceed two stories in height, and no trailer or mobile home shall be placed, erected or constructed upon any lot.

5. DIVISION OF LOTS. All lots shall remain as shown on the plat of survey of the subdivision recorded in the Office of the Recorder of Deeds of Adams County, Illinois, and none of said lots shall be divided or reduced in size, except as otherwise specifically provided for herein.

6. GARAGE. Each garage or other outbuilding constructed on residential lots shall conform in construction and appearance to the dwelling house constructed

on the respective lot, and shall be finished on the outside in material similar or compatible in appearance and construction to that of the main dwelling house.

7. TEMPORARY STRUCTURES. No temporary structure, garage or basement of an incomplete structure shall be used as a residence.

8. EASEMENTS. Easements as shown on said plat of survey of said subdivision, for utilities and other restrictions as shown on said plat shall remain for the permanent benefit of all parties owning lots in said above-described subdivision and no permanent building or structure shall be erected on said easements.

9. NOXIOUS OR OFFENSIVE ACTIVITIES. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs or other household pets not to exceed two in number for each single family residential lot, may be kept provided they are not kept, bred or maintained for any commercial purposes, and further provided that no open kennels shall be allowed in the subdivision.

11. TRASH. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

12. FENCES. No fences shall be constructed between the building set-back line or lines on each lot and the street or streets bordering on said lot, and no fence will be constructed of a height greater than seventy-two (72) inches above ground level.

13. DRILLING, QUARRYING AND MINING. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or plot, nor shall oil wells, tanks, drills, mineral excavations or shafts be permitted upon or in any lot, and no derrick or other structure for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. BUILDING LINES. All buildings constructed or to be erected on said lots shall conform to the building lines and easement lines as shown on the plat of said subdivision recorded in the Recorder's Office of Adams County, Illinois, in Book ___ of Plats at page ____ and no dwelling house or other building shall be placed or constructed closer than five (5) feet to any side lot line.

15. COMPLETION OF STRUCTURES. Any dwelling house which may be built on any of said lots shall be under permanent roof and shall be completely painted within two (2) years from the date construction of said dwelling house has commenced. Construction of any garages or car ports must be completed within a reasonable time after said construction has commenced and no garage or car port may be allowed to remain in an unfinished or neglected state of repair.

16. EXTERIOR OF STRUCTURES. The exterior of each structure erected in the subdivision shall be maintained in a reasonable state of repair, and all wood, metal and plastic exterior surfaces shall be painted periodically so as to maintain reasonable appearance.

17. SEWAGE DISPOSAL FACILITIES. Sanitary sewage shall be disposed of in accordance with the following provisions:

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Cannonball Lakes Owners' Association, Inc., a not for profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall include lot seventy-seven (77) of the subdivision, which lot has been reserved for sewage treatment and lagoon site.

Section 5. "Lot" shall mean and refer to those plots of land numbered one (1) through seventy-six (76), inclusive on the subdivision plat of survey, and shall not include that numbered plot of land hereinafter designated "Lot Seventy-seven (77)".

ARTICLE II

Property Rights

Section 1. Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by any owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) The Association shall have the rights of easement for installation and maintenance of water and sewage lines as shown on the said Plat of Survey of Cannonball Lakes Subdivision.

Section 2. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

Membership and Voting Rights

Section 1. 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.

Section 2. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all owners with the exception of the declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

(b) Class B. The Class B member (s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. The Declarant, for each lot owned 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 such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together

with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. The assessments shall be levied by the Association and shall be used exclusively to operate and maintain said sanitary sewage facilities, to promote the recreation, health, safety and welfare of the residents of the subdivision and for the improvement and maintenance of the Common Areas.

Section 3. The Board of Directors of the Association shall fix the annual assessment at an amount necessary for the aforesaid purposes.

Section 4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, PROVIDED THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty days, nor more than sixty days, in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 6. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. The annual assessments provided for herein shall commence as to each lot on the first day of the month following the connection of such lot to said sanitary sewage facility. The first assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a certified lot have been paid.

Section 8. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments, as to payments which become due prior to such sale or transfer. No sale or transfer shall release such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. All properties dedicated to, and accepted by a local public authority and all properties owned by a charitable or non profit

organization exempt from taxation by the Laws of the State of Illinois, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

18. USE OF EAST AND WEST LAKES. The subdivision includes, within its boundaries, portions of two lakes, hereinafter designated "East Lake" referring to the lake which includes a portion of lot seventy-seven (77) and several other lots, and "West Lake" which includes portions of lots forty-four (44) through forty-nine (49), inclusive, and both lakes including portions of other lands not within the subdivision boundaries, but bordering upon the same and being owned by the developers of Cannonball Lakes Subdivision. The use and maintenance of the respective lakes shall be as follows:

A. EAST LAKE. East Lake shall be available for fishing and skating recreational use by the members of the Cannonball Lakes Owners' Association, and their families and guests, and the owners of undeveloped lands adjoining said lake, their heirs, successors and assigns. Access to and from the lake shall be over and across the West and North lines of lot eighteen (18) from the public street adjoining said lot eighteen (18) to lot seventy-seven (77), which easement shall be for the use and benefit of all of the said Cannonball Lakes Owners Association members, families and guests aforesaid. Those persons making use of the facilities shall enter and leave the East Lake only from lot seventy-seven (77), and shall not enter upon any other lots of said subdivision contiguous to the lake, or upon other lands, now undeveloped, and contiguous to the lake, for any purpose whatsoever. The owners of the undeveloped contiguous land, their families, guests, heirs and assigns shall enter and leave the lake only from those lands not falling within the boundaries of the subdivision, and shall not enter upon the shore of the lake at any point within the subdivision for any purpose whatsoever.

The privilege of use of said East Lake for recreational purposes by Association members may be terminated by assent of two-thirds (2/3) of the votes of each class of members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. In like manner, a two-thirds (2/3) majority of the owners of the now undeveloped lands contiguous to said East Lake may, at any time, elect to terminate the rights of said owners of the undeveloped lands to use said lake for recreational purposes.

The need for any maintenance to be performed with respect to East Lake shall be determined by the joint agreement of the Cannonball Lakes Owners' Association, Inc., and the majority of the Owners of the undeveloped lands contiguous to the lake, and one-half (1/2) the expense of any such maintenance shall be borne by the Owners' Association and one-half (1/2) of such expense shall be borne by the Owner or Owners of the said undeveloped lands. Boating and swimming are prohibited and the lake shall not be used for such purposes.

B. WEST LAKE. West Lake shall be available for fishing and skating recreational use by the Owners of lots forty-four (44) through forty-nine (49), inclusive, the owners of undeveloped lands adjoining said lake, and their families, guests, heirs, devisees, successors and assigns. Access to and from the lake for maintenance purposes only, shall be over and across the utility easement along the east line of lot forty-six (46) and the west line of lot forty-five (45), which easement shall be for the use and benefit of the said owners of lot forty-four (44) through forty-nine (49), inclusive, and the owners of undeveloped adjoining lands, but shall not be used for recreational access. Boating and swimming are prohibited and the lake shall not be used for such purposes. Those persons making use of the facilities shall enter and leave the West Lake only from their respective properties, and shall not enter upon any other lots of said subdivision contiguous to the lake, or upon other lands, now undeveloped, and contiguous to the lake, for any purpose whatsoever. The owners of the undeveloped contiguous land, their families, guests, heirs and assigns shall enter and leave the lake only from

those lands not falling within the boundaries of the subdivision, and shall not enter upon the shore of the lake at any point within the subdivision for any purpose whatsoever.

The privilege of use of said West Lake for recreational purposes may be terminated by assent of two-thirds (2/3) of the owners of lots forty-four (44) through forty-nine (49), inclusive, with one (1) vote being allotted to each lot. In like manner, a two-thirds (2/3) majority of the owners of the now undeveloped lands contiguous to said West Lake may, at any time, elect to terminate the rights of said owners of the undeveloped lands to use said lake for recreational purposes.

The need for any maintenance to be performed with respect to West Lake shall be determined by the joint agreement of all of the owners of lots forty-four (44) through forty-nine (49), inclusive, and the majority of the owners of the undeveloped lands contiguous to the lake, and one-half (1/2) of the expense of any such maintenance shall be borne by the owners of said lots forty-four (44) through forty-nine (49), inclusive, and one-half (1/2) of such expense shall be borne by the owner or owners of the said undeveloped lands.

C. AESTHETIC CONSIDERATIONS. It is intended that both East and West Lake shall be maintained as an integral part of the asthetic development of the subdivision, and no changes in the existing lake levels, spillway alterations, or any other activity which detracts from the quantity or quality of the existing facilities of either lake, shall be permitted unless the recreational use privileges for the subdivision owners and owners of adjoining, undeveloped lands shall have been terminated for both lakes, in the manner provided hereinabove.

19. GENERAL PROVISIONS. The following general provisions shall apply:

Section 1. In the event lot seventy-seven (77) shall cease to be used as a sanitary sewer facility, said lot seventy-seven (77) shall be used either

for recreational facilities for the benefit of the members of the Cannonball Lakes Owners' Association, Inc., or shall be used for single family residential purposes, and may be subdivided into lots of compatible size and of the same character as the remaining lots of the subdivision. Upon any such subdivision the lots resulting from such subdivision shall be subject to the provisions pertaining to residential lots and structures set out in this instrument.

Section 2. The provisions of these Covenants with respect to adjoining lands not now included in Cannonball Lakes Subdivision, shall apply to that portion of the undeveloped and adjoining lands falling within or bordering upon the areas encompassed by East Lake and West Lake as described herein and set forth on the plat of survey of Cannonball Lakes Subdivision for a distance of Fifty (50) feet from the shoreline of each lake.

Section 3. In the event the land adjoining this subdivision on the south is hereafter subdivided, the owners of lots on such adjoining subdivision shall have the right and privilege of using the aforesaid sewage disposal facilities and may connect with the same over the aforesaid existing easements, and over or over said Lot seventy-seven (77) or any part thereof, provided that such use shall not interfere with or overburden said sewage facilities and provided that such additional users shall bear their proportionate share of the cost of the operation and maintenance of said facilities.

IN WITNESS WHEREOF, the undersigned, being the declarants herein, have hereunto set their hands and seals this 3rd day of ^{March} ~~February~~, 1978.

Robert J. Hoehling (SEAL)
Declarant

Margaret E. Hoehling (SEAL)
Declarant

Subscribed and sworn to before me this 3rd day of ^{March} ~~February~~, 1978.

Charles A. Schoez
Notary Public

