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DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
SHERWOOD LAKE ESTATES, A SUBDIVISION

THIS DECLARATION, is made as of this 29th day of August, 1991, by Robert J. Lansing and Marcia S. Lansing, husband and wife, hereinafter referred to as the "Declarants".

**WITNESSETH THAT:**

WHEREAS, the Declarants are the owners of all of the lands contained in the area known as "Sherwood Lake Estates, a subdivision" (herein "Sherwood Lake Estates" or "Subdivision"), as shown and described on the plat thereof recorded on August 21, 1991, in Book 14 of Plats, at page 1158, as Document Number 88082, in the Office of the Recorder of Deeds in and for the County of Adams, State of Illinois (herein the "Plat"); and,

WHEREAS, Sherwood Lake Estates consists of the following described real estate:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) of Sherwood Lake Estates, a Subdivision of a part of the Northwest Quarter of the Southeast Quarter and a part of the Southwest Quarter of the Northeast Quarter of Section Twenty-eight (28), in Township One (1) South of the Base Line and in Range Eight (8) West of the Fourth Principal Meridian, Ellington Township, Adams County, Illinois, and the West One-half of Lot Forty-four (44) of Cannonball Lakes (commonly known as Robins Glen), a subdivision of a part of said Section Twenty-eight (28), recorded in Book 14 of Plats, at page 1357, in the Recorder's Office of Adams County, Illinois; and,

WHEREAS, Declarants desire to subject and impose upon the Subdivision mutual and beneficial restrictions, covenants, conditions, easements, liens and charges hereinafter referred to as the "Restrictions" for the benefit and the complement of all of the lots in the Subdivision and the future owners thereof;

NOW, THEREFORE, the Declarants hereby declare that the real property located within the Subdivision shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a common plan for improvement of the Subdivision, established by the Declarants for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each lot

and parcel situated thereon. All of these Restrictions shall run with the land and shall be binding upon the Declarants and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereto (such persons being sometimes hereinafter referred to as "Owners").

**1. RESIDENTIAL CHARACTER OF THE SUBDIVISION:**

**A. IN GENERAL:** Every numbered lot in Sherwood Lake Estates Subdivision is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said lots other than one (1) single family dwelling and an attached private garage. No outbuildings shall be located on any lot, except, if any, one (1) outbuilding accessory to the single family residence. An attached private garage must be provided for each lot. "Family", for purposes hereof, shall mean an individual or two (2) or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or a group of two (2) or more persons all of whom are related by blood, marriage or adoption, except that the group may include one (1) person not so related, living together as a single housekeeping unit.

**B. RESIDENTIAL USE OF ACCESSORY OUTBUILDINGS, ETC., PROHIBITED:** No accessory outbuildings shall be erected on any of said lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding ever be used as a residence or dwelling house or place for human occupancy or habitation.

**C. OCCUPANCY OR RESIDENTIAL USE OF PARTIALLY COMPLETED DWELLING HOUSES PROHIBITED:** No dwelling house constructed on any of said lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the "Architectural Trustee" hereinafter described, and the decision of that Committee shall be binding on all parties concerned.

**2. RESTRICTIONS CONCERNING SIZE AND PLACEMENT OF DWELLING HOUSES AND OTHER STRUCTURES AND THE MAINTENANCE THEREOF:**

**A. MINIMUM LIVING SPACE AREAS:** No dwelling shall be constructed on any lot in the Subdivision exceeding the height hereafter stated having less than the following minimum square footages of living space, exclusive of porches (whether or not enclosed by screens or otherwise), breezeways, terraces, garages, car ports and other buildings:

The dwelling located on any lot shall not exceed two and one-half (2-1/2) stories in height. The ground floor area of the dwelling, exclusive of open porches, breezeways, terraces, garages, car ports and other buildings, if any, shall not be less than one thousand six hundred (1,600) square feet for a one (1)

story dwelling. If more than one (1) story, there shall be a minimum of one thousand two hundred (1,200) square feet on the ground floor. No minimum shall apply above the first story. However, the dwelling shall have a total of at least two thousand (2,000) square feet. In determining the amount of square footage contained within a house, there shall not be taken into consideration any area which is wholly or substantially below ground level including, but not limited to, any basement.

A garage shall be provided which contains at least five hundred (500) square feet.

**B. SET-BACK REQUIREMENTS:**

(1) In General: Except as may be otherwise provided in these restrictions or on the Plat, no dwelling house or above grade structure shall be constructed or placed on any numbered lot in the Subdivision (except fences or walls, the placement of which is provided for hereinafter) nearer to any lot line than the minimum building setback lines shown on the recorded subdivision plat, or twenty-five (25) feet, whichever is more.

(ii) Lake Side: The minimum set-back line from the Sherwood Lakes (to include the Upper Lake and Lower Lake) shall be fifty (50) feet from the normal high water marks of said Lakes, which is at an elevation 740 feet above mean sea level with respect to the Upper lake and 712.54 feet above mean sea level with respect to the Lower lake. The levels are generally shown on the Plat of the Subdivision. However, if the dwelling house and above grade structures are located on grades which are at an elevation of at least ten (10) feet above said mean sea level, the dwelling house and above grade structures may be located at least at such elevations but not nearer than thirty (30) feet from the normal high water mark of said Lakes.

**C. FENCES OR WALLS:** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, all property lines shall be kept free and open one to another and no fences or walls shall be permitted on any lot or lot lines except where, in the opinion of the Architectural Trustee (as hereinafter described), a fence, wall or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area. In such cases, the Architectural Trustee shall determine the size, location, height and composition of the fence, wall or other enclosure.

**D. CONSTRUCTION MATERIALS:** The finished exterior of every building constructed or placed on any numbered lot in the Subdivision shall be of material other than tar paper, rollbrick siding or any other similar material. The dwelling and out-buildings located on any lot shall be of standard construction

materials. Pre-fabricated structures, mobile homes and the like may not be located on any lot.

**E. DILIGENCE IN CONSTRUCTION:** The exterior of every building whose construction or placement on any numbered lot in the Subdivision is begun shall be completed within fifteen (15) months after the beginning of such construction or placement, unless prevented by weather or Act of God or because of the size or nature of the construction project. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

**F. PROHIBITION OF USED STRUCTURES:** All structures constructed or placed on any numbered lot in the Subdivision shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any such lot.

**G. MAINTENANCE OF LOTS AND IMPROVEMENTS:** The owner of each lot in the Subdivision shall at all times maintain said lot and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly; and, specifically, such owner shall:

(i) Mow said lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.

(ii) Remove all debris or rubbish from said lot.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot.

(iv) Cut down and remove dead trees from said lot.

(v) Where applicable, prevent debris or foreign material from entering Sherwood Lake Estates; or,

(vi) When such debris or foreign material has entered Sherwood Lake Estates from said lot, to remove the same immediately.

(vii) Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance as to avoid their becoming unsightly.

**H. ASSOCIATION'S RIGHT TO PERFORM MAINTENANCE:** In the event that the owner of any lot in the Subdivision shall fail to maintain said lot or any improvements situated thereon in accordance with the provisions of these restrictions, and any By-Laws of Sherwood Lake Estates Association (as is hereinafter described), which from time to time may be in effect, and which

may be relevant to these restrictions, said Association shall have the right, by and through its agents or employees or contractors to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and the improvements situated thereon (if any), conform to the requirements of these restrictions. The cost, therefore, to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractor shall be liable for any damage which may result from any maintenance work performed hereunder.

**3. GENERAL PROHIBITIONS:**

**A. IN GENERAL:** No noxious or offensive activities shall be carried on on any lot in the Subdivision, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Subdivision.

**B. SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

**C. ANIMALS:** No animals, livestock, swine or poultry of any kind shall be kept, raised, bred or maintained on any lot in the Subdivision, except the usual household pets, provided they are not kept, raised, bred or maintained for commercial purposes, and provided further that they are not wild or dangerous or considered *ferae naturae* by law. Without limiting the scope of wild and dangerous animals, they specifically include snakes, bears and foxes.

**D. DISPOSAL OF GARBAGE, TRASH AND OTHER LIKE HOUSEHOLD REFUSE:** No owner of any lot in the Subdivision shall burn or permit the burning out of doors of garbage, trash or other like household refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot, except as may be permitted in subparagraph E, below.

**E. CONCEALMENT OF FUEL STORAGE TANKS AND TRASH RECEPTACLES:** Every tank for the storage of fuel that is installed outside any building in the Subdivision shall be either buried below the surface of the ground, or screened to the satisfaction of the Architectural Trustee, by fencing shrubbery or other means. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street or lake within the Subdivision at any time, except at the times when refuse collections are being made.

**F. RESTRICTIONS ON TEMPORARY STRUCTURES:** No temporary house, trailer, garage or other outbuilding shall be placed or erected on any lot, but this shall not prohibit reasonable construction vehicles or trailers during the course of construction.

**G. DOCKS, PIERS, ETC.:** No pier, dock or other structure may be constructed in such a manner that any portion thereof extends more than twenty (20) feet from the normal lake level marks for the respective Sherwood Lakes, as previously described, and in no event shall any pier, dock or other structure be erected (even within these limits) without prior written permission of the Architectural Trustee hereinafter described.

**H. BOATING RESTRICTIONS:** Power boating activities on the Sherwood Lakes will be limited to outboard type boats powered by electric motors only. Horsepower of boats powered by electric motors to be limited to five (5) H.P. Rowboats, canoes, and small sailboats (of the "day sailor" class) are also permitted. No boat shall be equipped with facilities which will discharge any waste materials into the Sherwood Lakes.

**I. DITCHES AND SWALES SHALL NOT BE OBSTRUCTED:** It shall be the duty of every owner of every lot in the Subdivision on which any part of an open storm drainage ditch, stream or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably required to accomplish the purposes of this subsection.

**J. INSTALLATION OF UTILITY SERVICES:**

(i) All utility lines and apparatus provided to or in the Subdivision, including, but not necessarily limited to, water, sewer and gas pipes, telephone, cablevision, community antenna services, and power lines and conduits, shall be buried below ground, except utility pedestals and transformers required to be above ground.

(ii) Sanitation systems serving properties, whether sewer or septic systems, shall conform to all federal, state and local laws or ordinances.

**K. OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

#### 4. ARCHITECTURAL CONTROL:

##### A. POWERS:

(i) **Generally:** No building, building structure or improvement of any type or kind may be constructed or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Trustee as to quality of workmanship and materials, harmony of external design with existing structures, compliance with these covenants, and as to location with respect to topography and finish grade elevation. It is intended that the Architectural Trustee when considering approval of plans and specifications may consider reasonable factors beyond those set forth in these covenants appropriate to the overall development of the subdivision.

(ii) **Power to Grant Variances:** The Architectural Trustee may allow reasonable variances or adjustments of these Restrictions where literal application thereof would result in unnecessary hardship, provided, however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these Restrictions and also, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the Subdivision.

**B. ARCHITECTURAL TRUSTEE:** The Architectural Trustee is Robert J. Lansing. The Architectural Trustee may designate a representative to act for him. In the event of the death, resignation or inability to act of Robert J. Lansing, Marcia S. Lansing shall then be the Architectural Trustee with full authority to act. In the event of the death, resignation or inability to act of both Robert J. Lansing and Marcia S. Lansing, a successor trustee may be designated by a majority of the then owners of the lots determined as provided in paragraph 13, below. The designation of the trustee shall be recorded in the Recorder's Office of Adams County, Illinois.

**C. PROCEDURES:** The approval or disapproval as required in the covenants shall be in writing. In the event the Architectural Trustee, or the Trustee's designated representative, fails to approve or disapprove any plans or specifications within thirty (30) days after such plans and specifications have been submitted to the Trustee, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**D. ASSOCIATION:** At such time as a dwelling is constructed on each lot within the Subdivision, the continuing function of the Architectural Trustee shall transfer to the Board of Directors of the Sherwood Lake Estates Association.

**E. LIABILITY OF TRUSTEE, ETC.:** Neither the Architectural Trustee nor any agent thereof, nor the Declarants, nor the Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

**F. SPECIAL PROVISIONS CONCERNING PIERS:** When the Architectural Trustee shall permit the construction or placing of a structure wholly or partly within Sherwood Lakes, such permits shall constitute a mere license from the Declarants or its successors in title to Sherwood Lakes which may be terminated or restricted at any time.

**5. EASEMENTS:**

The Declarants create and reserve unto themselves, their successors and assigns, certain easements along, across, over, under and upon the real estate that constitutes the Subdivision. The easements so reserved by the Declarants are described as follows:

**A. UTILITY:** Easements for location, construction, establishment, maintenance and operation of all utilities and accessories and for other purposes are reserved as shown on the recorded Subdivision Plat. Within these easements, no permanent building, structure, planting or other improvement shall be placed or permitted to remain which may damage or interfere with the installation, location, maintenance and replacement of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and adjoining public areas, if any, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. "Utilities" for purposes thereof shall include, but not be limited to, water, sewer, gas, electric, cablevision, community antenna services and similar services provided to lots and any pipelines, conduits, wires, pedestals, transformers or other items and accessories necessary to conduct or provide such utilities.

**B. SHORELINE MAINTENANCE:** Declarants further reserve for themselves, their successors, assigns and licensees for the Sherwood Lakes and shoreline maintenance and control along that portion of each lot contiguous to the shoreline of Sherwood Lakes, an easement ten (10) feet wide. Any such lot shall also be subject to a flowage easement to an elevation on the lot equal to the high water elevation of the respective Sherwood Lakes.

**C. STABILIZATION:** Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.



D. DAMS: Easements for the installation, location, maintenance and replacement of the dams for the respective Sherwood Lakes are reserved as shown on the recorded Subdivision Plat and as located. It is specifically required, however, that the owner of any lot on which the Dam is located shall be responsible for mowing or preventing the unsightly growth of vegetation and noxious weeds thereon. Declarants, or their successors and assigns, may also do so as well in their discretion.

E. LAKE: Easements regarding the Sherwood Lakes are also reserved as provided in Paragraph 9.

F. ACTION: No owner of any lot in the Sherwood Lake Estates Subdivision shall have any claim or cause of action against Declarants, their successors, assigns or licensees, either in law or in equity, and arising out of the exercise of any easement reserved hereunder, excepting in cases of willful or wanton negligence.

G. TRANSFER: Declarants may at any time convey, transfer, grant, relinquish or assign the easements or rights provided in this paragraph or otherwise under this instrument to the Sherwood Lake Estates Association.

H. SPECIAL EASEMENTS:

(i) Lot Two (2) for Ellington Meadows First Addition: Lot Two (2) of the Subdivision is subject to a certain Agreement Regarding Easement for Septic System Outlet or Field Tile which, in general, provides for an easement for a field tile for the benefit of lot owners in Ellington Meadows First Addition. This agreement was recorded August 21, 1991, as Document No. 88083, in Book 13 of Rights of Ways, at page 618, in the Recorder's Office of Adams County, Illinois.

(ii) Lot Four (4) for Lot Three (3): Lot Four (4) of the Subdivision is subject to an easement as depicted on the Subdivision Plat for the benefit of Lot Three (3) only. This easement is subject to the following:

a.) The real estate subject to the easement is part of Lot Four (4) as depicted on the Subdivision Plat.

b.) The easement is appurtenant to Lot Three (3) and may be used only for purposes of ingress and egress to and from said Lot and for no other purposes.

c.) The easement area will not be fenced, gates installed or ingress and egress otherwise curtailed except as mutually agreed by the owners of Lot Three (3) and Lot Four (4).

d.) The owners of Lot Three (3) and Lot Four (4) may agree from time to time to improve and maintain the easement area. If no agreement is otherwise reached, the respective owners of the Lots shall have the right but not the obligation to improve and maintain the easement area at such owner's own expense for the uses and purposes of the easement, provided such improvements and maintenance do not unreasonably interfere with the usage of the real estate by the other Lot owner.

**6. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER:**

A. **MULTIPLE LOTS:** Whenever two (2) or more contiguous lots in the Subdivision shall be owned by the same person, and such person shall desire to use two (2) or more of said lots as a site for a single dwelling house, the person shall apply in writing to the Architectural Trustee for permission to so use said lots. If written permission for such a use shall be granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling house.

B. **REDIVIDED LOTS:** Lots may not be redivided except to increase the size of adjoining lots. If redivided, the appropriate adjoining lot combined with the redivided lot shall thereafter be treated as a single lot with side-yard and other setback lines considered appropriately altered.

**7. OWNERSHIP, USE AND ENJOYMENT OF THE SHERWOOD LAKES:**

The Subdivision has located two (2) lakes. They are described on the plat of the Subdivision as the Upper Lake and Lower Lake. Collectively, they are the Sherwood Lakes. The Sherwood Lakes are and shall remain private, and neither the Declarants execution or recording of the Plat nor the doing of any other act by the Declarants is, or is intended to be, or shall be constructed as, a dedication to the public or the Lakes or other amenities. A license upon such terms and conditions as Declarants, their successors, assigns or licensees shall from time to time grant, for the use and enjoyment of each of said Lakes, or other amenities, is granted to the persons who are from time to time members of the Sherwood Lake Estates Association hereinafter described. This license shall extend, however, only to that Lake or Lakes to which access exists from the licensee's respective lot. A license to any non-adjoining Lake shall not exist by virtue of this Declaration.

Declarants have or are about to convey fee simple title, free of financial encumbrances of the Sherwood Lakes and its related easements, dams and spillways or other amenities to the Sherwood Lake Estates Association hereinafter described to the extent located within the Sherwood Lake Estates Subdivision. Such

conveyance shall be subject to easements and restrictions of record. Such conveyance shall be deemed to have been accepted by the Sherwood Lake Estates Association and those persons who shall from time to time be members thereof, upon the recording of a deed or deeds conveying the same to the Association.

**8. THE SHERWOOD LAKE ESTATES ASSOCIATION:**

**A. IN GENERAL:** There has been or will be created, under the laws of the State of Illinois, a not-for-profit corporation to be known as the "Sherwood Lake Estates Association" which is sometimes herein referred to as the "Association". Every person who acquired title (legal or equitable) to any residential lot in the Subdivision shall be a member of the Association, except that only one (1) of any number of co-owners of a lot shall be a member, all other co-owners will be Associate Members. The foregoing provision requiring that owners of residential lots within the Subdivision be members of the Association is not intended to apply to those persons who hold an interest in such real estate merely as security for the performance of an obligation to pay money, e.g., mortgagees and land contract vendors. However, if such person should realize upon such persons' security and become the real owner of a residential lot within the Subdivision, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of residential lots within the Subdivision and on members of the Association, including those provisions with respect to the payment of an annual charge.

**B. PURPOSES OF THE SHERWOOD LAKE ESTATES ASSOCIATION:**  
The general purposes of the Association are:

- (i) To promote pleasure, social recreation and sports activities for its members, their families and guests and to develop and maintain a recreationally oriented environment in the Sherwood Lake Estates Subdivision and, specifically, with respect to the Sherwood Lakes;
- (ii) To provide a means whereby the Sherwood Lakes or other amenities and such other recreational facilities within the Subdivision as may be conveyed to the Association or established by it, may be operated, maintained, repaired and replaced; and,
- (iii) To provide a means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of the Sherwood Lakes or other amenities, and such other recreational facilities within the Subdivision as may be conveyed to the Association or established by it.

**C. POWER OF ASSOCIATION TO LEVY AND COLLECT CHARGES AND IMPOSE LIENS:**

(i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, as well as the power to levy a uniform annual charge against the members of the Association. Such charge shall be at least One Hundred Dollars (\$100.00) per year. However, if the Board of Directors of the Association acting in accordance with By-Laws of said Association, shall after consideration of the financial requirements of the Association, so determine, the annual charge may be greater than One Hundred Dollars (\$100.00).

Only one adult person having a legal or equitable ownership in each lot shall be a member of the Association, all other members of the household shall be Associate Members as defined by the Sherwood Lake Estates Association. However, each household represented in such ownership, regardless of the number of persons included therein shall be required to pay only one (1) such annual charge for each lot owned. Charges are imposed irrespective of whether a residence has been constructed on the lot.

No charge shall ever be levied against the Association itself, or any corporation that may be created to acquire title to and operate services to the Subdivision.

The rights of members of the Association as such members shall be as set forth in the By-Laws of the Association.

(ii) Every such charge so made shall be paid by the member of the Association within thirty (30) days after billing each year, for the current year, commencing with the year 1992. The Board of Directors of the Association shall fix the amount of the annual charge per member by the first day of February of each year or as soon thereafter as is practicable, and written notice of the charge so fixed shall be sent to each member within thirty (30) days after being established.

(iii) If any charge levied or assessed against any lot subject to these restrictions shall not be paid when due, it shall then ipso facto become a lien upon the lot or lots owned by the persons owing such charge or charges, and shall remain a lien against said lot or lots until paid in full, together with interest as is hereinafter provided and other charges or costs which might become due as a result of non-payment, or as is hereinafter provided. Such charges as are provided for in these restrictions shall bear interest at the judgment interest rate then established by the State of Illinois until paid in full. If, in the opinion of the Board of Directors of the Association, such charges have remained due and payable for an unreasonably long period of time, they may, on behalf of the Association, institute such procedures, either in law or in equity, either by way of

foreclosure of such lien or otherwise, to collect the amount of said charge in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obligated to pay any expenses or costs, including attorneys' fees, incurred by the Association in collecting the same. Every person who shall become the owner of any lot subject to these Restrictions, whether such ownership be legal or equitable, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified and by acquisition of such interest, agrees that any such liens or charges which may be extant upon said lot or lots at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Subdivision is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to these Restrictions.

(iv) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association certifying that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**D. PURPOSE OF THE ASSESSMENTS:** The charge or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and in particular, for the improvements and maintenance of the properties owned or operated by the Association.

**E. SUSPENSION OF PRIVILEGES OF MEMBERSHIP:** Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights (if any) and the right to use the facilities of the Association of any member or associate member:

(i) For any period during which any Association charge owed by the member or associate member remains unpaid; and,

(ii) During the period of any continuing violation of the restrictive covenants for the Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the Association; and,

(iii) Because of any violation of the By-Laws or Regulations of the Association.

9. PROVISIONS WITH RESPECT TO LAKES AND LOTS CONTIGUOUS THERETO:

A. **IN GENERAL:** All lots in the Subdivision are contiguous to either or both Upper Lake or Lower Lake, which together constitute the Sherwood Lakes. The water, in, and the land under, said Lakes are and will be owned by the Association. Said Lakes are, or will be generally depicted on the recorded Plat of the Subdivision. The normal pool water elevation of said Upper Lake is at elevation not exceeding 740 feet above mean sea level. The normal pool water elevation of said Lower Lake is at elevation not exceeding 712.54 feet above mean sea level. The title that will be acquired by the grantee of the said contiguous lots (and by the successors and assigns of such grantee) will and shall extend only to the shorelines of the said Lakes. No such grantee, nor any of such grantee's successors or assigns shall have any right with respect to any stream that is a tributary to said Lakes, or with respect to said Lakes, the land thereunder, the water therein, or its elevation, use of condition, and none of said lots shall have any riparian rights or incidents appurtenant; provided further that title shall not pass by reliction or submergence or changing water elevations. The Declarants, their successors, assigns and licensees, shall have the right, but not the duty, at any time to dredge or otherwise remove any accretion or deposit from any of said lots in order that the shoreline of the Lakes to which the lot is contiguous may be moved toward, or to, but not inland beyond, the location of said shoreline as it would exist as of the date hereof if the water elevation in said Lakes were at an elevation one vertical foot above the normal pool water elevation indicated in said Subdivision plats, and title shall pass with such dredging or other removal as by erosion.

B. **RESERVATION OF EASEMENT IN DECLARANTS FOR OPERATION OF LAKES:** The Declarants reserve unto themselves, their successors, assigns and licensees, such an easement upon, across and through each of said lots contiguous to said Lakes as is necessary in connection with operating and maintaining said Lakes and appurtenances. Without limiting the generality of the immediately preceding sentence, it is declared that neither the Declarants nor any successor or assign of the Declarants shall be liable for damages caused by ice, erosion, washing or other action of the water or for any damage caused through the exercise of said easement or that set forth in subparagraph 9(C).

C. **RESERVATION OF RIGHT IN DECLARANTS TO CHANGE WATER ELEVATION IN LAKES:** The Declarants reserve unto themselves, and their successors, assigns and licensees, the right to raise and lower the elevation of said Lakes, but neither the Declarants, nor any successor or assign of the Declarants shall have an easement to raise the high water elevation of said Lakes to an elevation above that indicated on said Subdivision plats or as stated in the Declaration.

10. REMEDIES:

A. **RIGHT TO PROCEED:** The Association or any party to whose benefit these Restrictions inure, including the Declarants, their successors and assigns, and lot owners, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, and shall have the right to obtain a prohibitive or mandatory injunction to enforce the observance of these Restrictions in addition to and cumulatively with any other remedy provided for herein, as well as the right to recover damages for the breach of these Restrictions. However, neither the Declarants nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. **FAILURE TO PROCEED:** No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

11. EFFECT OF OWNER'S ACCEPTANCE OF DEED, ETC.:

A. **SUBJECT TO RESTRICTIONS:** The Owner of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarants or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Declarants and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, they do covenant and agree and consent to and with the Declarants, the Association and to and with the grantees and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

B. **LAKES:** Each such person also agrees, by such acceptance of a deed or execution of a contract for the purchase of a lot, to assume, as against the Declarants, their successors and assigns, all of the risks and hazards of ownership or occupancy attendant to such lot, including, but not restricted to, its proximity to Upper Lake or Lower Lake, together constituting the Sherwood Lakes.

12. TITLES, ETC.:

The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any

provision of the Restrictions. Whenever and wherever applicable, the singular form of any work shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

**13. DURATION:**

These Restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Restrictions are recorded, after which time said Restrictions shall be automatically extended for successive periods of five (5) years unless at least two-thirds ( $2/3$ ) of the then owners of the lots sign and record an instrument revoking, altering or otherwise changing said Restrictions in whole or in part. Based on seven (7) lots, five (5) lot owners would thus be required. At any time, at least four-fifths ( $4/5$ ) of the then owners of the lots may sign and record an instrument revoking, altering or otherwise changing said covenants in whole or in part. Based on seven (7) lots, six (6) lot owners would thus be required.

In determining the "then owners of the lots," each individual lot shall have a single right. If there are multiple owners of a lot, a majority in interest shall exercise the right of the lot. If there are two (2) owners having an equal interest, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first named in the deed or instrument conveying such lot shall exercise the right.

The consolidation or redividing of lots even if consistent with these covenants, conditions, easements or restrictions, shall not affect the lots entitled to vote. Further, the owner or owners of those portions of lots consisting of Upper Lake or Lower Lake (e.g., the Sherwood Lake Estates Association) shall be disregarded so long as Upper Lake and Lower Lake exist.

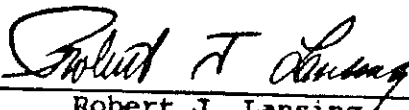
**14. SEVERABILITY:**

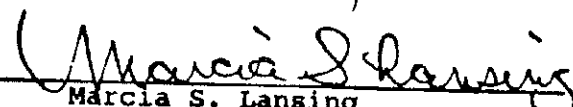
Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.



**DECLARANTS**

ROBERT J. LANSING and MARCIA S. LANSING, husband and wife, heretofore referred to as "Declarants"

  
\_\_\_\_\_  
Robert J. Lansing

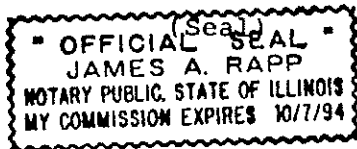
  
\_\_\_\_\_  
Marcia S. Lansing

**ACKNOWLEDGEMENTS**

STATE OF ILLINOIS    )  
                          )    SS.  
COUNTY OF ADAMS    )

I, JAMES A. RAPP, a Notary Public in and for said County and State aforesaid, do hereby certify that ROBERT J. LANSING and MARCIA S. LANSING, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of August, 1991.



  
\_\_\_\_\_  
Notary Public

Prepared by:  
James A. Rapp  
Hutmacher, Rapp & Ortbal, P.C.  
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(217) 222-0752