


SECRETARY'S CERTIFICATE

 being first duly sworn on oath deposes and says:

That I am the duly elected and now acting secretary of Lakeshore Hills, Inc., an Illinois not-for-profit organization. Lakeshore Hills, Inc., #153 Lakeshore Hills, Route 1, Fowler, Illinois 62338-9759 consists of the following described real estate to which the Restrictive Covenants described in this Certificate cover and apply to:

Lots One (1) through One hundred fifty-two (152), both inclusive, and Tracts A, B and C, all in Lakeshore Hills, a Subdivision of the Northwest Quarter of Section Thirty-two (32), in Township One (1) South of the Base Line, in Range Seven (7) West of the Fourth Principal Meridian, situated in the County of Adams and State of Illinois.

That at the annual meeting duly noticed according to the By-Laws and being held on June 15, 1996, at which a majority of the lot owners were present, the following amendments to the Restrictive Covenants of said corporation which are dated March 6, 1959, and recorded in Book 61 of Miscellaneous Records at page 170, Recorder of Deeds Office, Adams County, Illinois, were adopted:

The present paragraph 4 of said Restrictive Covenants is hereby deleted, and in lieu thereof paragraph 4 as stated in the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is inserted. Said paragraph 4 was passed by the lot owners of the corporation by a vote of 77 voting yes and 6 voting no.

Paragraph 4a of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 4a was passed by the lot owners of the corporation by a vote of 64 voting yes and 19 voting no.

Paragraph 4b of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 4b was passed by the lot owners of the corporation by a vote of 60 voting yes and 23 voting no.

The present paragraph 6 of said Restrictive Covenants is hereby deleted, and in lieu thereof paragraph 6 as stated in the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is inserted. Said paragraph 6 was passed by the lot owners of the corporation by a vote of 46 voting yes and 37 voting no.

Paragraph 6a of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 6a was passed by the lot owners of the corporation by a vote of 72 voting yes and 11 voting no.

The present paragraph 7 of said Restrictive Covenants is hereby deleted, and in lieu thereof paragraph 7 as stated in the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is inserted. Said paragraph 7 was passed by the lot owners of the corporation by a vote of 71 voting yes and 12 voting no.

The present paragraph 10 of said Restrictive Covenants is hereby deleted, and in lieu thereof paragraph 10 as stated in the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is inserted. Said paragraph 10 was passed by the lot owners of the corporation by a vote of 74 voting yes and 9 voting no.

The present paragraph 10b of said Restrictive Covenants is hereby deleted, and in lieu thereof paragraph 10b as stated in the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is inserted. Said paragraph 10b was passed by the lot owners of the corporation by a vote of 70 voting yes and 13 voting no.

The present paragraph 10c of said Restrictive Covenants is hereby deleted, and in lieu thereof paragraph 10c as stated in the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is inserted. Said paragraph 10c was passed by the lot owners of the corporation by a vote of 72 voting yes and 11 voting no.

Paragraph 10e of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 10e was passed by the lot owners of the corporation by a vote of 72 voting yes and 11 voting no.

Paragraph 10f of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 10f was passed by the lot owners of the corporation by a vote of 83 voting yes and 0 voting no.

Paragraph 10g of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 10g was passed by the lot owners of the corporation by a vote of 70 voting yes and 13 voting no.

Paragraph 10h of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 10h was passed by the lot owners of the corporation by a vote of 52 voting yes and 21 voting no.

Paragraph 10i of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 10i was passed by the lot owners of the corporation by a vote of 72 voting yes and 11 voting no.

Paragraph 10j of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 10j was passed by the lot owners of the corporation by a vote of 71 voting yes and 12 voting no.

Paragraph 10k of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 10k was passed by the lot owners of the corporation by a vote of 52 voting yes and 31 voting no.

Paragraph 10l of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 10l was passed by the

lot owners of the corporation by a vote of 47 voting yes and 36 voting no.

Paragraph 10m of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 10m was passed by the lot owners of the corporation by a vote of 74 voting yes and 9 voting no.

Paragraph 10n of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 10n was passed by the lot owners of the corporation by a vote of 65 voting yes and 18 voting no.

Paragraph 11b of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 11b was passed by the lot owners of the corporation by a vote of 72 voting yes and 11 voting no.

Paragraph 11c of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 11c was passed by the lot owners of the corporation by a vote of 80 voting yes and 3 voting no.

The present paragraph 12a of said Restrictive Covenants is hereby deleted, and in lieu thereof paragraph 12a as stated in the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is inserted. Said paragraph 12a was passed by the lot owners of the corporation by a vote of 70 voting yes and 13 voting no.

Paragraph 12b of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 12b was passed by the lot owners of the corporation by a vote of 73 voting yes and 10 voting no.

Paragraph 13a of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 13a was passed by the lot owners of the corporation by a vote of 69 voting yes and 14 voting no.

Paragraph 14b of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 14b was passed by the lot owners of the corporation by a vote of 74 voting yes and 9 voting no.

Paragraph 14c of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 14c was passed by the lot owners of the corporation by a vote of 72 voting yes and 11 voting no.

The present paragraph 16 of said Restrictive Covenants is hereby deleted, and in lieu thereof paragraph 16 as stated in the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is inserted. Said paragraph 16 was passed by the lot owners of the corporation by a vote of 81 voting yes and 2 voting no.

Paragraph 16a of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 16a was passed by the lot owners of the corporation by a vote of 82 voting yes and 1 voting no.

The present paragraph 18a of said Restrictive Covenants is hereby deleted, and in lieu thereof paragraph 18a as stated in the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is inserted. Said paragraph 18a was passed by the lot owners of the corporation by a vote of 67 voting yes and 16 voting no.

The present paragraphs 19a, 19b, 19c, 19d, 19e, and 19f of said Restrictive Covenants are hereby deleted. Said paragraphs 19a, 19b, 19c, 19d, 19e, and 19f were deleted by the lot owners of the corporation by a vote of 76 voting yes and 7 voting no.

Paragraph 20a of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 20a was passed by the lot owners of the corporation by a vote of 67 voting yes and 16 voting no.



The present paragraph 20b of said Restrictive Covenants is hereby deleted, and in lieu thereof paragraph 20b as stated in the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is inserted. Said paragraph 20b was passed by the lot owners of the corporation by a vote of 70 voting yes and 13 voting no.

The present paragraph 20c of said Restrictive Covenants is hereby deleted, and in lieu thereof paragraph 20c as stated in the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is inserted. Said paragraph 20c was passed by the lot owners of the corporation by a vote of 54 voting yes and 29 voting no.

Paragraph 20d of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 20d was passed by the lot owners of the corporation by a vote of 72 voting yes and 11 voting no.

Paragraph 20f of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 20f was passed by the lot owners of the corporation by a vote of 73 voting yes and 10 voting no.

The present paragraph 20g of said Restrictive Covenants is hereby deleted, and in lieu thereof paragraph 20g as stated in the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is inserted. Said paragraph 20g was passed by the lot owners of the corporation by a vote of 70 voting yes and 13 voting no.

Paragraph 20h of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 20h was passed by the lot owners of the corporation by a vote of 77 voting yes and 6 voting no.

The present paragraph 22 of said Restrictive Covenants is hereby deleted, and in lieu thereof paragraph 22 as stated in the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is inserted. Said paragraph 22 was passed by

the lot owners of the corporation by a vote of 75 voting yes and 8 voting no.

Paragraph 23 of the Lakeshore Hills, Inc., Covenants and Restrictions, a copy of which is attached hereto and made a part hereof, is hereby added. Said paragraph 23 was passed by the lot owners of the corporation by a vote of 70 voting yes and 3 voting no.

That the secretary of Lakeshore Hills, Inc., shall record these amendments to said Restrictive Covenants in the Recorder of Deeds of Adams County, Illinois.

Further Affiant sayeth not.

Dated this 29th day of Jan., 1996/1997

Pamela J. Kober
Secretary, Lakeshore Hills, Inc.

Subscribed and sworn to before me this 29th day of Jan., 1996/1997

Janette A. Schenkerling
Notary Public

Lakeshore Hills, Inc.

#153 Lakeshore Hills
Fowler, IL 62338

**DECLARATION OF BY-LAWS,
COVENANTS, AND RESTRICTIONS FOR
LAKESHORE HILLS SUBDIVISION**

PART 1 - LAKESHORE HILLS, INC. BY-LAWS

ARTICLE 1

Name

Section 1: This Corporation shall be known as, and shall transact all its business in the name of Lakeshore Hills, Inc. The principal mailing address of the corporation is, #153 Lakeshore Hills, Fowler, Ill. 62338-9759.

ARTICLE 2

Purpose

Section 1: The purpose or purposes for which the corporation is organized, are civic, and in carrying out said purpose, to hold, maintain, control, improve and beautify, without profit to itself, such parks, streets, walkways, driveways, lakes and lakeshores, as shall be established within and upon that tract of land known and described as Lakeshore Hills, a subdivision of the northwest quarter of section 32, in township 1 south of the base line, in range 7 west of the fourth principal meridian situated in Adams County, Illinois, for the perpetual use in common for each and all of the owners of any lot or portion of the aforesaid Lakeshore Hills.

ARTICLE 3

Powers

Section 1: The powers of the Corporation shall be those set out in Section 163a4 Chapter 32 of the Illinois Revised Statutes, or as it shall be amended from time to time, and the powers of this Corporation shall be limited and restricted to those set out in said Section 163a4 as amended from time to time.

ARTICLE 4

Annual Meeting

Section 1: The annual meeting shall be held at Lakeshore Hills on the first Saturday of June of each year. Written notices of the meeting shall be given by the Secretary to each member in good standing as the time and place of each meeting. Such notice shall be given at least five days prior to the date of said meeting. The definition of 'good standing' is a member that is not in violation of any Lakeshore Hills Restrictive Covenants.

Section 2: Each shareholder shall be entitled to one vote for each lot owned on questions concerning the control and management of the Corporation. One fifth (1/5) of the votes entitled to be cast, if represented in person or by proxy, shall constitute a quorum. A simple majority of the votes represented at the meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon at said meeting.

Section 3: A special meeting may be called by the President whenever in his judgment the same may be necessary, or when requested to do so in writing by ten (10) of the shareholders. Written notice of said meeting shall be given in the manner provided in Section 1 of this Article 4.

ARTICLE 5

Board of Directors

Section 1: The control and management of the Corporation shall be vested in the Board of Directors which shall consist of nine (9) members. However, initially, and for a period of two (2) years the Board of Directors shall consist of five (5) members of this Corporation. At the third annual meeting the Board of Directors shall be increased by two members to be elected by ballot. At the fourth annual meeting the Board of Directors shall be increased by two additional members to be elected by ballot. At the fifth annual meeting nine (9) directors shall be elected by ballot; three of these directors elected for three years, three directors shall be elected to serve three years or until their successors are elected and qualified. The newly elected directors shall take the place of those whose terms expire at that date.

Section 2: Any director failing to notify the Secretary of his acceptance of office within ten days after his election shall be deemed to have declined to serve, and the remaining directors shall proceed to fill the vacancy.

Section 3: Whenever a vacancy in the Board of Directors shall occur by death, resignation, or other cause, such vacancy shall be filled by the Board of Directors until the next annual meeting.

Section 4: All directors are to serve without compensation.

ARTICLE 6
Meetings of the Board

Section 1: The regular meeting of the Board of Directors shall be held the first Tuesday of each month, and a special meeting may be called by the President notifying each director of the time and place of holding such a meeting five days in advance. A majority of the members of the Board of Directors constitutes a quorum, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

ARTICLE 7
Officers

Section 1: The officers of this Corporation shall consist of a President, Vice-president, Secretary, and Treasurer, who shall be elected by the Board of Directors from among their members at the regular meeting to be held on the first Tuesday of the month following the annual meeting of the shareholders.

Section 2: Should vacancies occur in any of such offices by death, resignation, or other cause the unexpired term shall be filled by the Board of Directors.

ARTICLE 8
Duties of the Officers

Section 1: The President shall preside at all meetings of the shareholders or directors of the Corporation; he shall call meetings of the membership and the Board of Directors, and shall perform such duties as usually devolve upon that office. He shall be a member of all standing committees of the Corporation.

Section 2: The Vice-president shall, in the absence of the President or in the case of his death or inability to act, perform his duties.

Section 3: The Secretary shall keep the records of the Corporation and Board of Directors; the Secretary shall carry on all correspondence, and keep a correct list of shareholders and their addresses. It shall be his duty to notify shareholders of the time and place of annual and special meetings.

Section 4: The Treasurer shall be the general custodian of all funds received and expended, shall make complete and itemized report of receipts and expenditures, report the condition of the corporation at the regular annual meeting, and at such other times as the Board of Directors shall direct. The records, receipts, expenditures, and books of the Treasurer shall be audited annually and presented to the annual meeting of the Shareholders of Lakeshore Hills, Inc.

ARTICLE 9
Membership

Section 1: The membership of this corporation shall consist of the owners of lots within Lakeshore Hills. Each member shall own a share of stock for each lot owned.

Section 2: Membership in this Corporation may be terminated upon a three-fourths majority vote of the Board of Directors after determination by the Board of Directors that any member has willfully and repeatedly violated any of the provisions of these By-laws or rules and regulations promulgated by the Board of Directors. No such action shall be taken without first having notified such member in writing of said violation(s) and giving such member an opportunity to be heard.

Section 3: Unless a formal motion is put and carried by the Board of Directors attending the third meeting of the Board of Directors of this said corporation, any member of the Board of Directors missing three consecutive Board meetings without said excuse in the form of a motion by the Board member and carried by majority or those Board members attending that third meeting shall be considered resigned and the Board will fill the vacancy per Article 5, of the By-laws.

ARTICLE 10
Assessments

Section 1: At the annual meeting of the membership of the Corporation a proposed budget for the operation of the Corporation in the coming year shall be presented to the membership for approval. The members shall then vote an assessment per lot sufficient to cover the proposed budget.

Section 2: Such assessment approved shall be paid by the member of the Corporation within thirty (30) days after billing each year. 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 Corporation, such charges have remained due and payable for an unreasonably long period of time, they may, on behalf of the Corporation, 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 Corporation 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 Corporation all charges that the Corporation shall make pursuant to these Restrictions.

Section 3: Notwithstanding any other provision contained herein, the Board of Directors of the Corporation shall have the right to suspend the voting rights (if any) and the right to use the facilities of the Corporation of any member:

- (i) For any period during which any Corporation charge owed by the 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 Corporation; and,
- (iii) Because of any violation of the Restrictive Covenants of the Corporation.

Section 4: The Corporation or any party to whose benefit these restrictions inure, 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 required 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, the Corporation shall not be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these restrictions.

ARTICLE 11
Committees

Section 1: It shall be the duty of the President at the first meeting of the Board of Directors after the annual meeting of the shareholders in June of each year to appoint, subject to the approval of the Board, the following standing committees, and such other committees deemed necessary:

- Lake Committee
- Equipment Committee
- Budget and Finance Committee
- Nomination and By-laws Committee
- Building and Grounds Committee

Each standing committee shall consist of three or more members.

Section 1a: The Lake Committee of the Board shall have the responsibility for the maintenance of the lake, dams, spillways, and anything that goes on or in the Lake.

Section 1b: The Equipment Committee of the Board shall have the responsibility for maintaining any equipment that the Corporation shall obtain for said maintenance.

Section 1c: The Budget and Finance committee shall be responsible for preparing the proposed Budget and has the authority to make the annual audit.

Section 1d: The Nomination and By-laws Committee of the Board recommends candidates for election to the Board. In fulfilling this responsibility, the committee shall review recommendations received from shareholders. (Shareholders recommendations must be in writing addressed to the Chairman of the Nomination Committee, c/o Secretary Lakeshore Hills, Inc., #153 Lakeshore Hills, Fowler, IL. 62338-9759, and should include a statement setting forth the qualifications and experience of the proposed candidate and basis for nomination. These nominations must be received by the committee 60 days before the Annual meeting.) This committee shall make recommendations on any By-laws changes.

Section 1e: The Building and Grounds Committee of the Board shall have responsibility of approving any and all proposed building plans or blueprints, and shall have the responsibility of any maintenance or upkeep of any buildings that the corporation may have.

Section 2: The purpose of these committees will be to advise and assist its Board of Directors in that phase of activity, any rules established by the various committees, when approved by the Board of Directors and conspicuously posted shall be absolute, and any failure to observe such rules, on the part of a member or guest of a member, may be enforced as provided in these By-laws.

ARTICLE 12
Amendment of By-laws

Section 1: These By-laws may be amended, altered, or repealed by any annual meeting of the corporation, or at any special meeting called for that purpose, provided not less than five days notice in writing of such special meeting and of the proposed changes shall have been given by the Secretary to each shareholder by mail. Such amendments may be proposed by the Board of Directors, or by petition to the Board of Directors signed by not less than ten regular members in good standing.

PART 2 - LAKESHORE HILLS, INC. COVENANTS AND RESTRICTIONS

1. Lakeshore Hills, Inc., #153 Lakeshore Hills, Route 1, Fowler, IL. 62338-9759 consists of the following described real estate:

Lots one (1) through one fifty-two (152), both inclusive, and tracts A, B, and C, all in Lakeshore Hills, a subdivision of the northwest quarter of section thirty-two (32), in township one (1) south of the base line, in range seven (7) west of the fourth principal meridian, situated in the county of Adams and the state of Illinois,

do hereby make and establish the following protective Covenants which shall cover all the lots and tracts in said Lakeshore Hills, and each and every part thereof, with the exception, however, of lot one fifty-two (152) thereof, which is specifically excluded from the Covenants hereinafter set forth, which Covenants shall run with the land and shall be binding upon each and every person, firm, and corporation claiming by, through or under the parties hereto until January 1, 1985, at which time such Covenants shall be extended automatically for successive periods of ten (10) years unless a majority of the owners of such lots through a written instrument duly recorded in the office of the Recorder of Deeds shall amend or suspend such Covenants.

2. In the event the parties hereto or any person, firm, or corporation claiming by, through or under them, shall violate or attempt to violate any of the Covenants herein contained, it shall be lawful for any other person, firm, or corporation owning any real estate in said Lakeshore Hills to prosecute and proceedings at law or in equity against the person, firm, or corporation violating or attempting to violate any such covenant and either to prevent him, her, or it from doing so or recover damages or other dues for such violation.
3. Invalidation of any of these Covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.
4. Any person, partnership or corporation owning or acquiring a lot in Lakeshore Hills, shall become a stockholder in Lakeshore Hills, Inc. and shall be bound by the By-laws and restrictions thereof.
- 4a. No dwelling 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 Building and Grounds Committee of the Board of Directors hereinafter described, and the decision of that Committee shall be binding of all parties concerned.
- 4b. As of June 15th, 1996 the roof of each new constructed dwelling shall have a pitched roof. Such pitch shall be not less than a five feet - twelve (5/12) fast pitch.
5. Except for one outbuilding, meaning a detached building from the main dwelling, approved by the Building and Grounds Committee of Lakeshore Hills, Inc., no structure shall be erected, altered, placed, or permitted to remain on any residential building lot other than one single family dwelling, not to exceed two stories in height; and a private garage for not more than three vehicles; provided that split level houses not to exceed three levels shall be permitted.

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 Building and Grounds Committee in writing 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 Building and Grounds Committee 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.

- 6a. Neither the Building and Grounds Committee nor any agent thereof, nor the Board of Directors, nor the Corporation, 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.
7. (i) 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 nearer to any lot line than the minimum setback lines shown on the recorded Subdivision Plat, the provisions set forth herein, or applicable building or subdivision codes or restrictions, whichever is more. It is further stipulated that the outside dimensions of such building shall not exceed beyond one hundred forty (140) feet from the front lot line.
- (ii) Front Yards: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded subdivision plat or forty (40) feet, whichever is more.
- (iii) Side Yards: The side yard setback line shall not be less than ten (10) feet from the sideline of the lot.
8. None of said lots shall be divided without approval of the Board of Directors of Lakeshore Hills, Inc.
9. No commercial activity shall be carried on upon any of said lots without approval of the Board of Directors of Lakeshore Hills, Inc.
10. As of June 15, 1996 no dwelling shall be erected on any lot in the Lakeshore Hills Subdivision in which the ground floor area of the main structure (exclusive of one story open porches, breezeways, and garages) shall be less than one thousand (1000) square feet, except that such ground floor area may be reduced in any case on approval of the Board of Directors of Lakeshore Hills, Inc. where the residence to be constructed is a two-story or split-level house.
- 10b. As of March 15, 1981, there shall be no travel trailers, camper trailers, tents, campers, or overnight camping allowed on any lot other than those lots where there is a residential dwelling in place, already constructed, by said March 15, 1981, except, and only with the exception, that the board may approve camping during construction of an approved residence, dwelling, or in the vernacular a home, but said exception shall not be allowed for any longer than six months after the date of approval by the Board of Directors of Lakeshore Hills, Inc.
- 10c. As of June 15th, 1996 dwellings to be erected on all lots will be limited to "standard", "modular", or "pre-cut" construction. No "single-wide" mobile home or "double-wide" mobile home shall be erected on any lot in the Lakeshore Hills subdivision with one exception: if the resident owner of one of the "single-wide" mobile homes already in existence in the Lakeshore Hills Subdivision should desire to replace his present dwelling with a new "single-wide" or "double-wide" mobile home or if the resident owner of one of the "double-wide" mobile homes already in existence in the Lakeshore Hills Subdivision should desire to replace his present dwelling with a new "double-wide" mobile home of comparable size and quality he may do so.
- 10d. "Mobile homes" are defined as follows: A factory-assembled, movable dwelling designed and constructed to be towed on its own chassis, comprised of frame and wheels, whether temporary or permanent, to be used without a permanent foundation, and distinguishable from other types of dwellings in that the standards to which it is built include provisions for its mobility on that chassis. A "mobile home" shall be considered a mobile home despite the fact that it is subsequently modified so as not to conform exactly to the above stated definition. Such modification may include, but shall not be limited to, modifying the mobile home for use as an office rather than a dwelling or modifying the mobile home so that it is no longer movable (such as by removing the wheels). A mobile home shall further be considered a mobile home despite the fact that it is placed on a permanent or semi-permanent foundation or that it satisfies usual building requirements for standard construction. The term "mobile home" shall include the term "trailer", "manufactured home", or other description of the same. "Modular" housing and "prefabricated" housing may be considered a mobile home as provided in the definition of those terms. It is the intent of this ordinance that all "single-wide" structures be considered mobile homes whether they might otherwise be said to constitute "modular housing" or "prefabricated housing". In October of 1980 the term "mobile home" was changed to "manufactured home" in the federal standards. These units often are also known as "HUD homes" since the Department of Housing and Urban Development (HUD) regulates the construction of these structures. Department of Housing and Urban Development (HUD) approved "manufactured homes", "HUD homes", and "mobile homes" bear a red metal label on the exterior of the home as defined by Department of Public Health Regulation of Factory Built Structures in Illinois.
- 10e. "Modular housing" is defined as follows: A dwelling made up of several pieces, consisting of standard modules transported to or constructed at the site and generally not distinguishable from conventional permanent housing. Although otherwise qualifying as modular housing, modular housing shall be considered a mobile home if less than fifteen (15) feet in width or thirty-two (32) feet in length or if the modular housing is what would normally be considered the equivalent of a "single-wide mobile home". A mobile home shall not be considered "modular housing". Modular housing, as distinguished from a mobile home, must comply

with all applicable building, plumbing and electrical codes adopted and incorporated in the municipal code and the Department of Public Health Regulation of Factory Built Structures in Illinois for modular housing.

- 10f. 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.
- 10g. The exterior of every building whose construction or placement on any numbered lot in the Subdivision is begun shall be completed within six (6) 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 structure which has partially or totally been destroyed by fire, natural disaster, or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.
- 10h. 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.
- 10i. 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 unless prior arrangements have been approved by the Board of Directors.
- 10j. 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 or diseased trees from said lot.
 - (v) Where applicable, prevent debris or foreign material from entering Lakeshore Hills Lake.
 - (vi) When such debris or foreign material has entered Lakeshore Hills Lake 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.
- 10k. No dirt shall be removed from the Subdivision without the approval of the Board. Should any lot owner have dirt to be removed from the lot, it shall be located at such owner's expense to another location within the Subdivision or adjacent to the Subdivision approved or designated by the Board.
- 10l. 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 Lakeshore Hills Corporation (as is hereinafter described), which from time to time may be in effect, and which may be relevant to these restrictions, said Corporation 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 Corporation shall be added to and become a part of the annual charge or a separate charge to which said lot is subject, and may be collected in any manner in which a charge may be collected. Neither the Corporation nor any of its agents, employees, or contractor shall be liable for any damage which may result from any maintenance work performed hereunder.
- 10m. No noxious or offensive activities shall be carried 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.
- 10n. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during construction and sales period.
- 11a. No fence or hedge shall be erected, placed or suffered upon any said lots which shall exceed six (6) feet in height.
- 11b. No cars or trucks without current license may be kept over 60 days without permission of the Board of Directors of Lakeshore Hills, Inc.
- 11c. As of June 3, 1978 no overhead electrical service to new homes.

12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs not to exceed three (3) in number for each single family residence, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. Household pets shall be considered as a domicile pet or a household pet such as dogs, cats, parakeets, or such other animals that are not bred, kept or maintained for commercial purposes, which shall be confined at all times to the house, garage, or basement, or confined by fence or kennel to the rear of the house. Household pets are not and shall not be included as defined as a domicile pet or as household pet such as livestock, poultry animals, bears, lions, rattlesnakes, pythons, bobcats, and the such usually found caged in a professional zoo. Such animals as defined above as being non-domiciled or non-household pet shall not be allowed to be kept on the premises in, or at Lakeshore Hills, Inc., in the County of Adams, after March 15, 1980.
- 12b. As of this date June 15, 1996 forward, no more than two (2) kennels can be placed on any single family residential lot. A kennel is defined as "any permanent or portable structure that provides confinement, cover, or protection" of any domicile or household pet. Existing lots with more than two (2) kennels placed on lots prior to this date may remain, but no additional kennels can be placed on these lots.
13. 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. All incinerators, or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.
- 13a. Except for yard waste 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 owners lot.
14. No septic tank shall be located nearer than 75 feet to any well site or any site designated as a future well site by the Board of Directors of Lakeshore Hills, Inc.
- 14a. 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.
- 14b. 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. So derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
15. No fuel tank shall be located above ground unless such tank is otherwise completely hidden from view.
16. Any septic tank installed in said Subdivision shall be no less than one thousand (1000) gallon capacity in compliance with private sewage disposal licensing act and code. Sanitation systems serving properties shall conform to all federal, state and local laws or ordinances.
- 16a. As of June 3, 1978 new homes will be required to hook up with Mill Creek water as soon as Mill Creek water is available or provide their own private water system.
17. Maintenance and control of that area designated as Tract A on the plat of said Subdivision, which tract includes the lake and shoreline shown thereon, Tract B and Tract C shall be vested in Lakeshore Hills, Inc.
- 18a. No firearms or archery equipment shall be discharged nor shall any hunting be done within the confines of said subdivision.
- 18b. No Board may expend more money than was totally budgeted. As is consistent with past practices, the Board may transfer, upon majority vote of those Board members attending said Board meetings, money from one budget item to another budget item. The budget is to be considered as a whole and not as specific line items.
- 20a. Each owner of a lot will be permitted to place boats owned or held by them on the lake within the Subdivision, with the understanding that such boats, and the use of same, shall be under the jurisdiction of the Lake Committee. All lot owners must register their boats with the Lake Committee. Lot owners with boat trailers that wish to launch their boats from the South Park Boat Ramp will be provided with a key that will facilitate the use of the boat ramp when they register their boat with the Lake Committee.
- 20b. All boats will have four (4) inch lot numbers placed on the aft (toward the back) of the boat.
- 20b. All boats will have four (4) inch lot numbers placed on each side of the boat near the aft (toward the back) of the boat.

- 20c. Power boating activities on the lake will be limited to outboard type boats powered by electric motors only. 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 lake.
- 20d. No minnows can be used in any way in the Lakeshore Hills lake.
- 20e. The location and general construction of all docks are to be approved by the Lake Committee. Each dock shall have a four (4) inch lot number that reflects the owner's lot number so that said dock number can be seen from the water.
- 20f. All dock dimensions must be a maximum length and width of 30' X 8'. Minimum requirements are 4' X 8'. No metal barrels permitted. All docks must be permanently staked or constructed with air foam or underneath. Plastic barrels may be used if approved by the Board of Directors
- 20g. No structure can be built on a dock except a railing. All docks will be kept in good condition or the Lake Committee will have them removed at owners expense. Dock owners will be notified in writing and given 30 days to bring subject dock into good condition.
- 20h. All docks are the private property of the owner and thus the owner can control its use. Property owners without lake frontage must get the approval of the Lake Committee in selecting a location.
- 21. These Covenants, or any of them amended by the affirmative vote of a majority of lot owners within said subdivision. If one person is the owner of more, than one lot in said subdivision he shall be entitled to one vote for each lot he shall own. The majority of such owners as herein defined, from time to time, may authorize variation from any of these Covenants on application and good cause shown. Proxies are permitted from the said lot owner or owners. These Restrictive Covenants may be amended, altered, or repealed during any annual meeting of the corporation, or at any special meeting called for that purpose by the Board of Directors, or by petition to the Board of Directors signed by not less than ten (10) regular members in good standing, provided not less than five (5) days notice in writing of such special meeting is delivered to each Shareholder by mail. Proposed changes shall be given to the Secretary at least thirty (30) days prior to the Annual meeting. Said Secretary shall mail the notice of the proposed changes to be considered at the Annual meeting or the Special meeting five (5) days prior to said meeting date to each shareholder.
- 22. Maintenance and control of all of the tracts, easements, and walkways shown on the plat of said subdivision shall be vested in Lakeshore Hills, Inc.
- 23. Any person or contractor who digs across Corporation properties will be responsible to return such properties to their original condition, and after settling, shall be repaired again at their expense with lot owners being responsible for getting this done and shall meet approval of the Building and Grounds Committee.
- 24. In witness whereof, the parties here to have set their hands and seals this 16th day of July 1996.

Board of Directors;
Lakeshores Hills, Inc.



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ADAMS COUNTY
STATE OF ILLINOIS

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[Handwritten Signature]
COUNTY RECORDER

GOEHL, SCHUERING & CASSENS