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

THIS DECLARATION, is made as of this 16th day of August, 1986, by Robert J. Lansing and Marcia S. Lansing, husband and wife, and Andre P. Edmonds and Cecilia A. Edmonds, husband and wife, and James F. Holsinger and Marilyn S. Holsinger, 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 the "Lake Marian, a subdivision" (herein "Lake Marian Subdivision" or "Subdivision"), as shown and described on the plat thereof recorded on August 12, 1986, in Book 14 of Plats, at page 650, as Document Number 42409, in the Office of the Recorder of Deeds in and for the County of Adams, State of Illinois (herein the "Plat"); and,

WHEREAS, the Lake Marian Subdivision consists of the following described real estate:

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Lake Marian, a subdivision of a part of the West Half of Section Thirty-two (32) in Township One (1) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, Quincy, 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 the Lake Marian 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, except one (1) single family dwelling house and such outbuildings as are usually accessory to the single family dwelling house.

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 Control Committee" 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 (2,000.00) 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:

(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 (except fences or walls, the placement of which is provided for hereinafter) except as follows:

(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. The front yard for this purpose is that portion of lots abutting Columbus Road.

(iii) **Side Yards:** The side yard set-back line shall be not less than ten (10) feet from the sideline of the lot.

(iv) **Rear Yards:** The minimum rear set-back line shall be fifty (50) feet from the normal high water mark of said Lake, which is at an elevation 680 feet above mean sea level. The level is 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 690 feet above 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 Lake. The rear yard for this purpose is that portion of the lots abutting Lake Marian, but not a part of Lake Marian.

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 Control Committee (as it is 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 Committee 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 Lake Marian; or,

(vi) When such debris or foreign material has entered Lake Marian 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 the Lake Marian 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 signs or advertisements larger in size than eighteen (18) inches by twenty-four (24) inches shall be displayed or placed on any lot or structure in the Subdivision without the prior written approval of the Architectural Control Committee.

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. 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 Control Committee, 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-five (25) feet from the normal lake level mark (680) feet into Lake Marian, and in no event shall any pier, dock or other structure be erected (even within these limits) without prior written permission of the Architectural Control Committee hereinafter described.

H. BOATING RESTRICTIONS: Power boating activities on Lake Marian 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 Lake Marian.

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

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. THE ARCHITECTURAL CONTROL COMMITTEE:

A. POWERS OF COMMITTEE:

(i) **Generally:** No dwelling, building structure or improvement of any type or kind may be constructed or placed on any lot in the Subdivision without the prior written approval of the Architectural Control Committee. Such approval shall be obtained only after written application has been made to said Committee by the owner of the lot requesting authorization from the Committee.

(ii) **Power of Disapproval:** The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(aa) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;

(bb) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent buildings or structures;

(cc) The proposed improvement, or any part thereof would be, in the opinion of the Committee, contrary to the interests, welfare or rights of all or any part of the owners of other lots in the Subdivision.

(iii) **Power to Grant Variances:** The Committee 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. DUTIES OF COMMITTEE: The Committee shall approve or disapprove of proposed improvements within thirty (30) days after all required information shall have been submitted to it. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such refusal. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted to the Committee 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.

C. COMPOSITION OF COMMITTEE: The Committee shall be composed of five (5) members who shall be appointed by the Declarants, and who shall be subject to removal by the Declarants at any time. Any vacancies from time to time existing shall be filled by appointment of the Declarants. The Committee shall act by majority rule of the survivor or survivors of them. The Committee may, at its sole option, at any time hereafter, relinquish and assign any or all these powers to the Lake Marian Association. Once relinquished to the Lake Marian Association, the power so relinquished shall be exercised by the Board of Directors of said Association.

D. **LIABILITY OF COMMITTEE, ETC.:** Neither the Committee 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.

E. **SPECIAL PROVISIONS CONCERNING PIERS:** When the Committee shall permit the construction or placing of a structure wholly or partly with Lake Marian, such permits shall constitute a mere license from the Declarants or its successors in title to Lake Marian 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. **STREAM AND UTILITY:** Easements for location, construction, establishment, maintenance and operations of all utilities and accessories and for streams or drainage 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 Lake and shoreline maintenance and control along that portion of each lot contiguous to the shoreline of Lake Marian, 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 Lake Marian which is at an elevation 680 feet above mean sea level.

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

D. **DAM:** An easement for the installation, location, maintenance and replacement of the Lake Marian Dam is reserved as shown on the recorded Subdivision Plat. 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. **ACTION:** No owner of any lot in the Lake Marian 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 wilful or wanton negligence.

F. **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 Lake Marian Association.

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 Control Committee 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 LAKE MARIAN:

Lake Marian is 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 Lake 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 Lake, or other amenities, is granted to the persons who are from time to time members of the Lake Marian Association hereinafter described.

Declarants have or are about to convey fee simple title, free of financial encumbrances of Lake Marian and its related easements, dams and spillways or other amenities to the Lake Marian Association hereinafter described to the extent located within the Lake Marian Subdivision. Such conveyance shall be subject to easements and restrictions of record. Such conveyance shall be deemed to have been accepted by the Lake Marian 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.

Declarants Robert J. Lansing, Marcia S. Lansing, Andre P. Edmonds and Cecilia A. Edmonds own certain real estate North of the Lake Marian Subdivision. Such Declarants covenant, for themselves, their successors, assigns and licensees that within five (5) years after the recording of these covenants, conditions, easements and restrictions, to convey fee simple title, free of financial encumbrances of Lake Marian and its related easements, dams and spillways or other amenities to the Lake Marian Association hereinafter described to the extent located North of the Lake Marian Subdivision. Such conveyance shall be subject to easements and restrictions of record and such other conditions as the Declarants may at the time of such conveyance deem appropriate and proper. Such conveyance shall be deemed to have been accepted by the Lake Marian 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 LAKE MARIAN 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 "Lake Marian 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.

Declarants state membership in the Lake Marian Association may include, in addition to those who are members by virtue of ownership of lots in Lake Marian Subdivision, owners of

lots which now or hereafter adjoin Lake Marian to the North as contemplated by the Articles of Incorporation of Lake Marian Association.

B. PURPOSES OF THE LAKE MARIAN 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 Lake Marian Subdivision (and any adjoining subdivision as contemplated by the Articles of Incorporation of Lake Marian Association) and, specifically, with respect to Lake Marian;

(ii) To provide a means whereby Lake Marian or other amenities and such other recreational facilities within the Lake Marian 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 Lake Marian or other amenities, and such other recreational facilities within the Lake Marian 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 Lake Marian Association. However, each household represented in such ownership, regardless of the number of persons included therein shall be required to pay only one 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 on or before the first day of March of each year, for the current year, commencing with the year 1987. 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, and written notice of the charge so fixed shall be sent to each member prior to February 15 of each year.

(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 LAKE AND LOTS CONTIGUOUS THERETO:

A. IN GENERAL: All lots in the Subdivision are contiguous to Lake Marian. The water, in, and the land under, said Lake is and will be owned by the Association. Said Lake is, or will be generally depicted on the recorded Plat of the Subdivision. The normal pool water elevation of said Lake is at elevation not exceeding 680 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 shoreline of the said Lake as is provided on the Plat of the Subdivision, recorded or to be recorded. 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 Lake, or with respect to said Lake, 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 Lake 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 Lake was 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 LAKE: The Declarants reserve unto themselves, their successors, assigns and licensees, such an easement upon, across and through each of said lots contiguous to said Lake as is necessary in connection with operating and maintaining said Lake. 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 LAKE: The Declarants reserve to itself, and its successors and assigns, the right to raise and lower the elevation of said Lake, but neither the Declarants, nor any successor or assign of the Declarants shall have an easement to raise the high water elevation of said Lake to an elevation above that indicated on said Subdivision plats.

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. LAKE: 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 Lake Marian.

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 six (6) lots, four (4) 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 six (6) lots, five (5) 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 Lake Marian (e.g.,

the Lake Marian Association) shall be disregarded so long as Lake Marian exists.

14. SEVERABILITY:

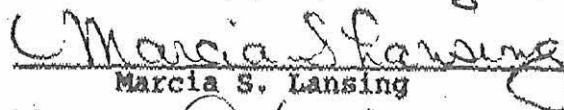
Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be 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, ANDRE P. EDMONDS and CECILIA A. EDMONDS, husband and wife, and JAMES F. HOLSINGER and MARILYN S. HOLSINGER, husband and wife, heretofore referred to as "Declarants"



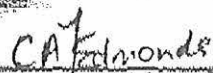
Robert J. Lansing



Marcia S. Lansing



Andre P. Edmonds



Cecilia A. Edmonds

James F. Holsinger

James F. Holsinger

Marilyn S. Holsinger

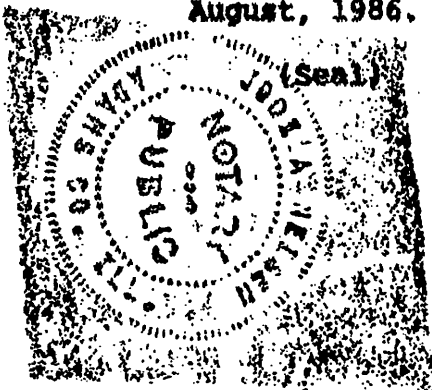
Marilyn S. Holsinger

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

I, Jodi A. Neisen, 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, ANDRE P. EDMONDS and CECILIA A. EDMONDS, husband and wife, and JAMES F. HOLSINGER and MARILYN S. HOLSINGER, 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 16th day of August, 1986.



Jodi A. Neisen

Notary Public

My Commission Expires: June 11, 1989

Prepared by:
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