

ILLINOIS
SHERROE COUNTY
RECORDED FOR RECORD
NO. 139545

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS made this 13th day of January, 1986, by W.H.R. Corporation, hereinafter referred to as "Declarant".

86 JAN 14 PM 4:19
BOOK 149 PAGE 559-577
Richard

WHEREAS, Declarant is the owner of the real estate described hereinafter as Exhibit "A", and,

WHEREAS, Declarant intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land, for the benefit of and enforceable by its future owners, and their heirs, successors and assigns, and to provide a plan enforceable by the Homeowners' Association or Governing Body of said "WEST LAKE ESTATES".

NOW, THEREFORE, in consideration of the Mutual advantages to accrue to the Declarant, the Homeowners' Association as well as to the future owners of the parcels to be conveyed from the subject premises, there is hereby imposed upon each parcel of the subject premises easements, conditions, restrictions, reservations and limitations, to-wit: and the "Common Land" in the aforementioned WEST LAKE ESTATES, the following easements, conditions, restrictions, reservations and limitations, to-wit:

1. RESTRICTION PERIOD. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date when these covenants are recorded, after which time said covenants shall be automatically extended for continuing successive periods of thirty (30) years each, unless an instrument signed by the owners of seventy-five percent (75%) of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. FULLY PROTECTED RESIDENTIAL AREA. All lots in this subdivision shall be used exclusively for residential purposes and buildings accessory to the principal residence only. Only one single-family dwelling may be built upon any lot. The rendering of commercial services, or the sale or manufacture of products from any structure is prohibited.

3. ARCHITECTURAL CONTROL. No improvements shall be commenced, constructed, placed or altered on any lot or plat until the building plans including plot plans, building locations and specifications,

and sufficient description for each allowed type of improvement have been in each instance submitted to the Declarant and by it approved in writing; such approval to cover conformity, and harmony of external design of all the improvements with existing structures; specifications or principal exterior materials and color schemes; the location thereof in relation to lot lines, topography and grade; the location and character and method of utilization of all utilities, including water supply and sewage disposal; and the quality of workmanship and materials. Declarant agrees to use reasonable judgment in passing upon such submitted plans and descriptions, but shall not be liable to any person for Declarant's actions in connection with submitted plans and descriptions, unless it shall be shown that it acted with malice or wrongful intent. If Declarant fails to approve or disapprove the submitted plans and descriptions in any instance within thirty (30) days after same have been submitted to it personally, the approval of Declarant hereunder shall be presumed.

The Declarant may, at its option, designate a Committee to be composed of three or more persons, or in the alternative, in the event that there shall have been formed a Homeowners' Association, Community Council or Board of Governors, whose purpose shall specifically include the control of all properties in the area with respect to conformance with the restrictions and covenants herein created, Declarant may, at its option, assign the control herein set up to said Homeowners' Association in lieu of the Committee hereinbefore authorized.

4. BUILDING LOCATIONS.

a. No building or structure, or any part thereof, may be erected or maintained in the space outside the front building lines shown on the recorded plat.

b. No buildings or structure, or any part thereof, may be erected or maintained nearer than twenty (20) feet to any side or rear lot lines, except where a side lot line abuts a street; then said buildings, structures or any part thereof shall not be erected or maintained nearer than the minimum building line shown for the respective said side lot line on the recorded plat.

c. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. BUILDING SIZE, TYPE OF CONSTRUCTION AND QUALITY.

a. All house and accessory building plans shall be subject to the approval of the Declarant, and shall be constructed under the supervision of a qualified contractor.

b. All homes must contain the following minimum square footage, not including garages, porches, breezeways, verandas and terraces:

(1) Ranch style, one floor - 1600 square feet

(2) Split foyer, split level or tri-level - 2000 square feet

(3) One and one-half story or two-story - 2000 square feet

c. All residences must have at least a two-car garage in the minimum size of 500 square feet. Carports are prohibited.

d. Accessory buildings shall be no less than 300 square feet and not greater than 1200 square feet in size.

e. No underground homes, mobile homes, or modular homes are permitted.

f. All driveways and parking areas shall be covered with oil and chips, asphalt or concrete, and such shall be done within two (2) years of the completion of the residential structure of the lot.

g. Each lot owner shall cause the lot to be seeded or sodded with grasses and to be landscaped within one (1) year of the start of construction of the dwelling structure.

6. ACCESSORY BUILDINGS. Appropriate accessory buildings, compatible with the permitted use, and style of the dwelling shall be permitted.

Size and materials of any out-building are to be submitted for approval and must be approved by the Declarant prior to its construction.

No accessory building is allowed before primary residence is constructed and completed, and no such building shall be used or occupied for any residential, commercial or industrial use.

Only one accessory building, excluding the detached garage is allowed per full lot, however, gazebos and bath houses shall be excluded in calculating this limitation as to number of accessory buildings.

All accessory buildings shall be of a complimentary nature to the residential building.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any person dwell in any structure which is 85% or less completed.

All of the exterior of the residential building will be completed within one (1) year of start of construction.

8. FENCES, WALLS AND LANDSCAPING. No fence, unless approved by the Declarant, in writing, shall be erected or maintained, in the subdivision. All fences shall be of a quality and design compatible with the general decor of the subdivision. The owner shall not be entitled to recover any damages or indemnity caused by the removal of said fences, or damages ensuing therefrom. No permanent fence or retaining wall shall be constructed or erected within any easements and/or utility property easement unless approved by Declarant. In any event, for removal of such fence for maintenance or other purpose, removal and/or replacement of such fence or other improvement shall be the responsibility of the property owner. However, in the event of removal of any hedge, shrub, fence, or etc., there shall be no liability accrued by those properly authorized to make such removal and no right for damages shall accrue to the property owner as a result of aforesaid removal.

9. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Utilities include but are not limited to electric, water, sewer, sewage disposal systems, gas, telephone, and cable television. Within these easements the Declarant reserves the exclusive control of all the easements to be used for public utilities,

sewers, sewage disposal, and drainage purposes. The Declarant shall have the exclusive power to grant to others the right to install and maintain in, over, under and along said easements, as well as over said roads, mains, pipes, lines and other means for transmission of water, gas, electricity, telephone service, cable television service and other public or private utilities and for sewer, sewage disposal, and drainage purposes, for the benefit of said subdivision and the owners of the plots therein as well as for the benefit of others. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance 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 all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

10. DRAINAGE. Nothing shall be done on said lots to constitute an interference with water run off or rain water from an adjacent lot so as to interfere with proper drainage of any part of the subdivision, without prior approval of the subdividers.

11. EARTH REMOVAL. No sod or earth may be removed from the subdivision without the written consent of the subdivider.

12. RESUBDIVISION. No grantee, or any assigns, shall further subdivide any lot in any way.

13. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein or thereon which may be, or may become an annoyance or nuisance to the neighborhood, nor shall any lot be used for storage of wrecked, junked, or permanently disabled automobiles or trucks, or automobiles or trucks which are not currently licensed or for keeping and storing anything that may make the property unsightly. Any accumulation of trash or the failure to cut grass and weeds as required shall constitute a nuisance.

All garage and accessory building doors shall be kept closed except when it is necessary to have them open for entry into or out of the garage or accessory building.

No vacant lot is to be used for a parking lot. No commercial vehicles or equipment, including, but not limited to, gas or oil trucks, dump trucks, trailers, trucks (except small pick-up trucks less than one ton in size), etc., shall be housed in any garage or driveway of residences for overnight storage.

No tractors, recreational vehicles, campers, trailers or boats shall be parked or stored outside the residential garage or accessory building for more than thirty (30) days in any calendar year.

14. SIGNS. No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than six square feet advertising the property for sale or for rent, or for use by the builder to advertise the property during construction.

15. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes. Such pets shall not be permitted to be a nuisance to other property owners in the subdivision through the noise they cause or their excretions.

16. GARBAGE AND REFUSE DISPOSAL, WEEDS. There shall not be permitted any accumulation of trash, garbage, or other debris on a lot. All trash, garbage and other debris shall be stored in closed refuse containers in such manner that the storage is not conducive to the attraction or breeding of insects, rodents, or vermin. All refuse and/or waste shall be disposed of on a weekly basis at a minimum.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material.

No weeds exceeding ten (10) inches in height, shall be allowed on any open areas sold which are not within the area zoned as flood plain. If there is a violation of this restriction, the Declarant or Homeowners' Association may arrange mowing of said weeds or brush, which expense the lot owner shall pay. This charge may be added to the Homeowners' Association assessment when made for that year and become a lien upon the property.

No refuse, garbage, cans or bottles, or any deleterious material whatsoever, shall be thrown or deposited into the lake or creek.

17. MAINTENANCE OF LAWN, LAND, ETC. The land and all improvements shall be maintained by the owner of any parcel, in good condition and repair. All lawns are to be kept properly cut and trimmed.

Declarant reserves the right to plant grass, hay or crops on land of grantee until such time as buyer constructs home, said grass, hay or crops to be planted at the total expense of Declarant with full yield to Declarant.

With regard to unsold plots, the Declarant shall retain the right to plant such ground crops and to pasture such actual or potentially usable pasture land as deemed advisable by Declarant, to maintain the soil and appearance of the land. Declarant shall relinquish right to crops damaged or removed in the immediate construction area upon the start of construction by purchaser of such plot, however, grantee agrees to exercise fair and reasonable caution if a crop has been planted and to permit Declarant to harvest and receive remainder of any crops on subject subdivision site.

With regard to purchased plots without construction having started, the Declarant shall reserve the right to continue to cultivate and harvest such crops with full value of such crops going to Declarant. After building and construction commences, grantee assumes the responsibility for maintenance and care of his property in accordance with the general standards prescribed for the development. Declarant need not continue to cultivate and harvest crops on sold lots in which case the lot owner shall be responsible for keeping the weeds at no greater than ten (10) inches in height.

NO HUNTING IS PERMITTED on any land within the subdivision.

Tree removal is discouraged except where necessary for construction of residence.

Any grading of the parcel that the grantee shall undertake shall be in accordance with established and recognized landscaping and/or engineering practices in order that proper drainage shall

be provided. In the event any grade is disturbed or changed by any purchaser or occupant, the Declarant (grantor) is herewith held harmless from any and all consequences to adjacent parcels and such owner or occupant disturbing or changing any grade shall be considered as having violated this Declaration. In the event that dirt is removed in constructing a driveway and/or lane, the dirt must be removed from the lot or used so as not to interfere with surface drainage as established above, as terracing immediately adjacent to the foundation of the house only.

18. MOTORIZED VEHICLES, CYCLES AND CARTS. Motorized cycles or carts not requiring license registration with the State of Illinois (excluding construction, landscaping or maintenance equipment) shall be prohibited from using the streets or common areas in the subdivision.

No bicycles, carriages, or other articles shall be upon the common ground or without the residential units of the owner thereof, except when in use and except for automobiles parked in areas designed therefor.

19. NOXIOUS, OFFENSIVE ACTIVITIES. No noxious or offensive activities shall be carried on upon any parcel, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the occupants of the other parcels.

Noise emanating from any use shall not be of such volume or frequency as to be unreasonably offensive at or beyond the property line. Unreasonably offensive noises, due to intermittence, beat frequency, or shrillness, shall be muffled so as not to become a nuisance to adjacent property owners.

No obnoxious, toxic or corrosive matter, smoke, fumes or gases shall be discharged into the air, or across the boundaries of any lot in such concentrations as to be detrimental to or endanger the public health, safety, comfort, or welfare or to cause injury to or damage to property.

The Declarant shall have the right, until last parcel of land is sold, to burn brush, wood or trees, or parts thereof, in a reasonable manner, as it deems necessary.

20. SWIMMING POOLS. No swimming pool shall be located in any front yard nor closer than twenty (20) feet to any interior lot line. All pools must be of permanent structure, built below grade level.

21. SATELLITE DISHES, SOLAR PANELS, WINDOW AIR CONDITIONERS AND ANTENNAE.

a. No satellite dishes may be placed in the front yards of any lots, and if placed in a rear yard, it shall be hidden from the view of neighbors by landscaping or fencing.

b. No television or radio antennae are permitted on any buildings or elsewhere on the lot.

c. Solar panels may be installed on a building or free-standing in the rear yard of a lot, however, such panels shall be installed only after approval of the Declarant is obtained which shall be given if the panels are compatible to the general decor of the house and neighborhood. The Declarant may require landscaping or fencing to hide the solar panels as a condition to permitting its installation.

22. FUEL STORAGE. Flammable fuels such as gas, including L.P. gas, and oil may only be stored upon the lots in appropriate, safe tanks buried below the surface of the ground.

23. 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.

24. MINERAL RIGHTS. The rights to all gas, oil or minerals underlying the lots and streets in this subdivision are reserved to the Declarant for a period of 40 years from the date hereof and shall then revert to the then owner of the respective lots.

25. EFFLUENT COLLECTOR SYSTEM. All residences shall have aeriator systems; said aeriator system to be installed and operable in accordance with the regulations set forth by the Monroe County Health Department or other appropriate governmental entity. All of the aeriator systems shall be built and maintained in compliance with good engineering practice and within state and

local regulations. Said systems shall be maintained in such a manner that the flow should not violate Monroe County Health Department or other appropriate governmental entity regulations nor become a nuisance. A maintenance contract, to be paid by each lot owner, is required. An annual certificate of maintenance showing system is in proper operating condition shall be filed with the City of Waterloo and with the Homeowners' Association. Any substitute system may be used in lieu of the aeriator systems upon the written consent of the City of Waterloo and the Declarant, subject to the terms and restrictions of such consent.

26. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations greater than two (2) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement, and no tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

27. USE OF LAKE. The use of the water of the lake on the subject premises is limited by access via such common ground entry and exit or via the user's real estate if it adjoins the lake. The water of such lake is for use only by parcel owners of the subdivision and their authorized guests, said guests being in the presence of parcel owner, when on such common ground, or water.

Fishing in said lake shall be limited by the Declarant or its successors or assigns such as a Community Council or Homeowners' Association with regulations to follow those recommended by the State of Illinois Department of Conservation. No fishing shall be permitted off of the dam or street right-of-way.

No boats may be permitted on said lake which are powered by any motor except for battery-driven trolling motors. Boats may only be left overnight moored at a boat dock and not elsewhere on the water surface.

Boat docks must be approved by Declarant before construction.

Declarant or its successors or assigns accepts no liability or responsibility for any injury or losses resulting from the use of said lake or common grounds by the owner.

28. LIGHTING CONTROLS. Any light used for the illumination of signs, parking areas, swimming pools or for any other purpose, shall be arranged in such a manner that the main beam of light is directed away from neighboring residential properties. Style and design must be approved by the Declarant.

29. HOMEOWNERS' ASSOCIATION.

1. Whenever the phrase "Homeowners' Association" is used herein, same shall be defined as the not-for-profit corporation to be formed under the laws of the State of Illinois, for the purposes of assuming the rights and liabilities delegated the same in this document, said corporation to be known as "WEST LAKE ESTATES HOMEOWNERS' ASSOCIATION", if permitted by law, and if not so permitted, then such other appropriate name as may be used.

Said not-for-profit corporation, or its successors, shall be the sole entity exercising the powers of, and assuming the duties of the "Homeowners' Association" as that phrase is herein used.

2. Each parcel, sold and unsold, of the subject premises, with the possible exception of those lots adjacent to the Maeystown Road, as is more fully set forth hereinafter, automatically constitutes one vote in all matters of voting. In determining the number of votes entitled to be counted in member votes taken by the Homeowners' Association, each parcel of the subject premises constitutes one vote, however, the parcels adjacent to the Maeystown Road may or may not be counted depending upon whether those lot owners choose to belong to the Homeowners' Association. All parcel owners of the lots which are not adjacent to the Maeystown Road are automatically members of the Homeowners' Association. The parcel owners of the lots adjacent to the Maeystown Road have the option to become members of the Homeowners' Association, with the full privileges and responsibilities appertaining thereto by paying the amount of the annual assessments levied by the Homeowners' Association. Failure to pay an annual assessment by the due date of said assessment by such owners of a Maeystown Road-adjoining parcel shall automatically terminate the owners' membership in the Homeowners' Association and their rights appertaining thereto as well as the further accrual of any future assessment liabilities.

If any parcel is held by the co-owners, they shall delegate among themselves the party who shall exercise the vote of said parcel before the Homeowners' Association, and they shall further certify that name of said party to the Homeowners' Association.

IT IS UNDERSTOOD that the Declarant owns additional land adjacent to West Lake Estates which is included in the legal description attached hereto as "Exhibit B"; each lot sold from said adjacent land shall also be entitled to one vote and the owners of said parcels shall be automatically members of the Homeowners' Association.

Any real estate designated "common area" within the plat of West Lake Estates, or a future plat of the remaining land owned by Declarant included in the real estate described in "Exhibit B" shall be transferred to the Homeowners' Association. The terms "common area" and "common ground" shall be interchangeable herein.

30. ASSESSMENT.

1. There is an area including the dam and the real estate adjacent to the dam which is common ground for the purpose of accessing the lake. This parcel and any other "common area" is to be transferred by Declarant to a homeowners' association, community council or a like organization which is to be controlled by the lot owners of the subdivision. The common ground will be so transferred prior to the Declarant's sale of seven lots in the subdivision excluding those lots along the Maeystown Road unless the owners of the Maeystown Road lot opt to join the Homeowners' Association.

2. Annual Assessments will be levied and due on January 1 of each year beginning January 1, 1987, and the same shall be due and payable on the date of a buyer's closing of his purchase of a lot, pro-rated from the date of closing to December 31. Assessments will be due and owing to the homeowners' association or like organization, and unpaid assessments will draw interest from the date it is first overdue at the highest legal rate permitted under the laws of the State of Illinois.

3. In determining the amount of the subsequent annual assessment, there shall also be included insaid assessments, sufficient sums to pay the various costs and expenses of the Homeowners' Association, including but not limited to fees, insurance, salaries, equipment, rentals, and supplies. Said costs and expenses need not relate

to road and/or dam maintenance or improvements, and may be incurred for any legitimate purpose for which the Homeowners' Association was created. Examples of expenses to be paid out of said assessment are as follows: e.g. - Maintenance of all common grounds including the dam, lake access for boats, cul de sac, and expenses in maintenance and snow removal until the streets are accepted by the city, insurance and taxes for the common grounds, and trash pick-up.

4. Until the Homeowners' Association is organized, the Declarant, and after organized, the Homeowners' Association and the Declarant shall determine the amount of each assessment.

5. Each assessment shall constitute a lien on each assessed parcel, and each assessment shall be paid within thirty (30) days of assessment or within thirty (30) days of said assessment due date of January 1. If an assessment is not paid within thirty (30) days of assessment due date, the Declarant (or Homeowners' Association, if organized) shall have the right to:

- a) Record a Statement of Lien with the Recorder of Deeds of Monroe County, Illinois, and
- b) Institute suit against owners for all amounts due, and
- c) Foreclose upon the lien as in the case of other liens.

6. If the Homeowners' Association fails to pursue the collection of any assessment after a reasonable time, then any other party having an interest in the subject premises or any parcel may do the same for the benefit of the Homeowners' Association.

Assessments are to provide the funds necessary to make all payments and defray all costs, which may be incurred for the benefit of the property owners in said subdivision.

7. In case any assessment is not paid when due, then, in addition to the amount of said assessment and interest thereon, all costs, attorneys' fees and expenses of whatever kind incident to enforcing and collecting said assessment, shall also be a lien upon the lot involved and enforceable as such.

31. COMMON GROUND. All of the property that shall be set aside by the Declarant as the "Common Ground", shall be held subject to the covenants, agreements, easements and restrictions set forth

in this Declaration, to be and remain in effect until such time as amended, modified or revoked in accordance with the provisions of this Declaration.

32. ENFORCEMENT OF COVENANTS. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in the subdivision, including the Declarant, to institute proceedings at law or in equity to enforce the provisions of these covenants and restrictions to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorneys fees, for such violation. No failure on the part of any such person or grantor to enforce any covenants immediately after any such cause may arise shall be deemed a waiver as to that cause or of any similar cause that may thereafter arise.

33. ENFORCEMENT. Any person possessing an interest in any parcel on the subject premises shall have the right to enforce the easements, conditions, restrictions, reservations, and limitations provided herein in a lawful manner.

In consideration of the sale of any parcel in this development, the purchaser and all subsequent owners of title to any lot agree to hold the Declarant harmless from any and all claim for damages, of any nature whatsoever, caused by any owners, renters, occupants, or anyone.

The Homeowners' Association, as agent of the property owners, under an irrevocable agency, coupled with an interest, is also vested with the right, in its own behalf, and in behalf of all owners and parties interested in the subject premises, to enforce all of the easements, conditions, restrictions, reservations and limitations herein contained.

Any party violating any of the easements, conditions, restrictions, reservations and limitations herein contained shall pay to the party enforcing the terms of this agreement, in addition to any other relief granted by law, said party's reasonable attorney fees, court costs, witness fees, deposition fees, investigation fees and surveying

fees, provided, however, in no event shall the Declarant be responsible for the payment of the foregoing fees and costs.

No party petitioning for an injunction to enforce the provisions of this document shall be required to post bond, notwithstanding any statute to the contrary.

34. VACATION OF PLAT. The Declarant reserves the right, and it is covenanted and agreed that the Declarant may vacate any of the recorded plat so long as the right, title and interest in and to the lands in said portion of said plat to be vacated is owned by the Declarant.

35. SEVERABILITY. Invalidation of any of the covenants herein contained or any part thereof by any judgment, court order or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

36. DECLARANT'S RIGHTS ASSIGNABLE. All of the rights of the Declarant, herein reserved, including rights to act for architectural control and rights to enforce any and all of the covenants herein, shall be freely assignable, and any assignee shall succeed to all of the rights of any assignor thereof.

37. COVENANTS RUNNING WITH LAND. All of the provisions of this document are covenants running with the land at law, as well as in equity, and are binding upon, and inure to the benefit of, the heirs successors and assigns of:

- A. The Declarant, and
- B. All present and future persons owning or having an interest in any portion of the premises, and
- C. The Homeowners' Association.

38. LOT 36 - EXISTING RESIDENCE. There was an existing farm residence located upon Lot 36 of the subdivision at the times Declarant purchased the subject real estate and platted "WEST LAKE ESTATES". Because this structure already exists and fails to meet with all of the standards set forth hereinabove, to the extent it presently fails to meet these standards, a variance is hereby granted the owner of said Lot 36 from those restrictions the residence violates. However, this variance shall not apply to any standards with which said residence conforms, and if said residence should be destroyed or substantially damaged where repairs thereto exceed eighty (80%) per cent of the cost of reconstructing said dwelling, then, all

all restrictions hereunder shall be applicable to the new residence or repaired residence. Once the residence conforms with a restriction hereunder, any variance hereby granted with reference to the specific restriction shall terminate.

39. MODIFICATION, AMENDMENT OR ELIMINATION. These conditions, restrictions, reservations and limitations, and all of the terms herein, may be modified, amended or eliminated as follows:

1. While the Declarant has retained ownership of any portion of the subject premises by majority affirmative votes of the property owners, including those of the corporation, until one-third (1/3) of the subject parcels are sold, and subsequent thereto, by unanimous affirmative votes of the property owners, including those of the corporation.

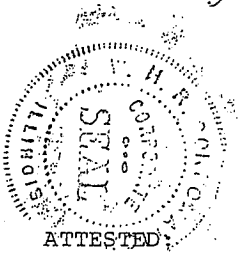
2. Thereafter, when the Declarant, or its assigns, or successors, has conveyed the last parcel of the subject premises, by the affirmative vote of at least three-fourths of the voting membership of the Homeowners' Association.

The provisions of this document shall be binding upon and shall inure to the benefit of the successors and assigns of the Declarant and Homeowners' Association, and all present and future persons or parties owning an interest or having an interest in any portion of the subject premises, as platted. Whenever the phrase "Homeowners' Association" is used herein, same shall apply to the successor, by merger or otherwise, of same.

IN WITNESS WHEREOF, W.H.R. CORPORATION, has hereunto caused its corporate seal to be hereunto affixed and these present to be signed by its President and attested by its Secretary pursuant to authority given by the Board of Directors of said corporation this 13th day of January, 1986.

W.H.R. CORPORATION

BY: Lance B. West
Lance B. West, President

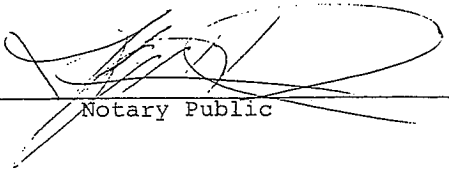


Helen Rey
Helen Rey, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Lance B. West, personally known to me to be the President of W.H.R. CORPORATION, and Helen Rey, personally known to me to be the Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered said instrument of writing as President and Secretary of said Corporation, and caused the seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of January, A.D. 1986.



Notary Public



My Commission expires: 12/31/87

EXHIBIT "A"

Lots 1, 2, 3, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30,
31, 32, 33, 34, 35, and 36 of WEST LAKE ESTATES, a subdivision,
reference being had to the plat thereof recorded in Plat Envelope
154-C, in the Recorder's Office, Monroe County, Illinois.

All of the following tracts which lie Northerly of the Northerly Right-of-Way line of a Highway known as Federal Aid Secondary Route 855. The Southwest Quarter of the Southeast Quarter and the East Half of the Southwest Quarter of Section 35 of T. 2 S., R. 10 W. of the 3rd P.M., Monroe County, Illinois.

SUBJECT to Easement granted to Illinois Power Company on May 12, 1949 and recorded in Deed Record 69, Page 111.

SUBJECT to terms and conditions of Mutual Right of Way Grant Agreement dated Sept. 28, 1951 as recorded in Deed Record 68, Page 474, and to terms and conditions of the agreement permitting Tap-In under said Mutual Right of Grant dated Oct. 9, 1951 as recorded in Deed Record 76, Page 62; Further conveying all right, title and interest in and to the Right-of-Way Grant from Elizabeth Korte, a widow, dated Sept. 17, 1951 and recorded in Book 68 of Deeds on page 477.

EXCEPTING, however, that part conveyed to Lewis Lich and wife by deed dated Jan. 14, 1949 as recorded in Deed Record 67, Page 486, and

EXCEPTING, however, that part conveyed to Fremond Kohlmeier and wife by deed dated Jan. 15, 1949 and recorded in Deed Record 67, Page 485, and

EXCEPTING, the following described tract: Beginning at the most Easterly corner of Tax Lot 13 of said Section 35 of T. 2 S., R. 10 W. of the 3rd P.M., Monroe County, Illinois, said Tax Lot 13 being that tract conveyed to Fremond Kohlmeier and wife by deed dated Jan. 15, 1949 as shown in Deed Record 67, page 485; thence N. $46^{\circ} 30'$ W. 300 feet along the North-easterly line of said Tax Lot 13 to the most Northerly corner of said Tax Lot 13; thence N. $43^{\circ} 30'$ E. 100 feet to a point; thence S. $46^{\circ} 30'$ E. 300 feet to a point on the Northwesternly Right-of-Way line of a highway known as Federal Aid Route 855; thence S. 43° W. 100 feet along the said highway Right-of-Way line to the place of beginning, containing 0.69 acres, more or less, and being part of the Southeast Quarter of the Southwest Quarter of Section 35 of T. 2 S., R. 10 W. of the 3rd P.M., Monroe County, Illinois.

AND ALL that part of the Northwest Quarter of the Southeast Quarter of Section 35 of T. 2 S., R. 10 W. of the 3rd P.M., Monroe County, Illinois which lies South and West of the center line of Fountain Creek, containing 4 acres, more or less.

Situated in the County of Monroe, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Exempt under Paragraph E, Section 4 of the Real Estate Transfer Tax Act.

Permanent Parcel No.
07-35-00-000-008.01-000

