

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR SOUTH COVE SUBDIVISION, OLNEY, ILLINOIS

This declaration is made effective as of the 20th day of September, 1993, by Laurence L. Arnold (Grantor) and Jimmie L. Stanley (Developer), and concerns the real property known as South Cove Subdivision, Olney, Illinois, described on Exhibit A attached hereto and incorporated herein (hereinafter "the Property") and shown in detail on the official plat recorded in the Office of the Recorder of Richland County, Illinois, in Book 1993, Page 7413-7419, and in Plat Record Book 5, Pages 99-105. A miniature of the first page of the official plat is hereto attached as Exhibit B for assistance in understanding the provisions hereof.

The purpose of this Declaration of covenants, conditions, and restrictions is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, to ensure a high-quality residential development, and to guarantee adequate maintenance of the Common Areas. All deeds and conveyances of the Property henceforth shall be valid and binding only if executed by the Grantee(s) acknowledging their acceptance and understanding of the Restrictions in the form contained herein.

DECLARATION

Grantor hereby declares that the Property and each portion thereof, shown as lots and common areas, but excluding that portion shown "Private Property of L.L. Arnold" on the attached Exhibit B, which tract remains in the private ownership of Grantor (see below for further explanation and description), shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, restrictions, and remedies, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance its value and desirability,

The terms, covenants, conditions, easements, restrictions, and remedies set forth herein shall be deemed covenants running with the land constituting the Property and each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any portion thereof, and upon all grantees, successors and assigns. They shall inure to the benefit of every portion of the Property and any interest therein, whether held or used for residential purposes or otherwise, and shall inure to the benefit of and be binding upon Grantor, his successors in interest, forever except where stated to the contrary.

Notwithstanding the foregoing, no provision of this Declaration shall be construed to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon as shown in the plat. Nor shall the provisions thereof be construed as applying in any way to the above-mentioned tract shown on Exhibit B as "Private Property of Grantor, L.L. Arnold." Grantor L.L. Arnold and his successors in ownership of said "Private Property of L.L. Arnold" shall be able to use streets and connect to city water and sewer mains and other utilities in South Cove Subdivision without payment of any recapture or contribution fees or sums of money because he will have paid his proper portion of costs of construction of same while the construction of South Cove Subdivision was going on. Grantor agrees to not use or permit to be used his said "Private Property of L.L. Arnold" in any way that will be in conflict with applicable zoning and other city ordinances.

#### PROPERTY COVERED

The Property, as shown in the attached Exhibit B and in the official plat, is divided into 88 residential lots, 4 streets, (Cypress Road, Doe Run, Coyote Crossing, and Blackberry Lane), which are dedicated to the public (City), and common areas which are marked "Common Walkway" and "Out Lot 'A' Parking and Picnic Area". The 88 lots are suitable for single family residential dwelling and are to be sold for that purpose, although development of lots 62 to 85 inclusive and of Blackberry Lane may be delayed one or more years.

The tract of approximately 6 plus acres shown on attached Exhibit B as remaining in the private ownership of Grantor L.L. Arnold, and which tract is not included in the term "Property" as used herein, is roughly described as a tract approximately 175 feet in width adjoining Lots 49-60 on their East boundaries, and extending from the South lines of Lots 62 and 63 in a Southerly direction a distance of approximately 1470 feet, and in addition thereto a strip of approximately 50.74 feet in width extending West along and adjoining the South side of Lot 49 a distance of 233.63 feet to the East edge of Cypress Road. A more detailed and more accurate description of this tract is attached hereto and made a part hereof as Exhibit C.

An area 50 feet in width and approximately 1994 feet in length marked "Common Walkway (50' Wide)" extending along most of the Western edge of the platted land but omitting that portion marked "Mack Ave. Extended" is reserved by Grantor Laurence L. Arnold as a nature and recreational walk, to be conveyed by Grantor to purchasers of lots in the South Cove Subdivision in undivided interests as tenants in common, ownership of each undivided interest thereafter to remain forever with ownership of the same residential lot with all the privileges and duties herein provided, except as hereinafter set forth. This Common Walkway includes the tract shown adjoining lot 48 on its South side, which tract is

45.50 feet wide and 200.81 feet long, running West from Cypress Road to the Western edge of the plat. Thence it runs North approximately 1994 feet and at the North end this Common Walkway changes direction sharply by 37°, more or less, to a Northeasterly direction, reaches Doe Run after traversing a distance of 28 plus feet, resumes in the same Northeasterly direction on the other side of Doe Run and after running in a straight line in the same direction and adjoining lot 18 on its Northwest side for a distance of 240 feet, more or less, terminates at "Out Lot A, Parking and Picnic Area". A more detailed and accurate description of this Common Walkway tract is hereto attached as Exhibit D. (Note that "approximate" distances set forth in descriptions are just that, approximations only; see attached Exhibits for accurate legal descriptions.)

"Out Lot A, Parking and Picnic Area" is also reserved in ownership by Grantor Arnold, to be conveyed to owners of all residential lots (the term "residential lots" means the 88 lots) in the subdivision in undivided interests as tenants in common for a Common Area for recreational and parking uses, ownership of each individual interest to remain perpetually with the ownership of each residential lot with all the privileges and duties herein provided, exactly as above set forth for Common Walkway, except as hereinafter provided. Owners of undivided interests in the above two Common Areas shall be known as Class A members of the South Cove Association. An accurate legal description of "Out Lot A, Parking and Picnic Area" is hereto attached as Exhibit E.

From "Out Lot A, Parking and Picnic Area" there is carved an area along the East Fork Lake shore line at 475 feet elevation M.S.L. pool level and extending back from the 475 feet elevation shore line a distance of 20 feet, called, "Access Area". This "Access Area" runs Northeasterly along the shore commencing at a point where extension of the Northeast lot line of lot 18 would intersect the 475 foot water line, extending thence around the shore line to the South line of lot 17. This "Access Area" 20 feet in uniform width is to be sold in undivided interests in tenancy in common by Grantor L.L. Arnold to buyers of residential lots in this subdivision whose residential lots have no access to the shore line of East Fork Lake, and will provide them with access to the water for purpose of docking a boat there, one boat dock per residential lot. Here again, ownership of each undivided interest in the "Access Area" shall remain forever with ownership of the respective lot of the purchaser, except as hereinafter provided. Owners of undivided interests in the "Access Area" shall be known as Class B members of the Association. A Class B member must also be a Class A member, but a Class A member is not necessarily also a Class B member of the Association. The legal description of "Access Area" is hereto attached as Exhibit F.

In the "Access Area" each owner of an undivided interest will have to purchase his own boat dock. This area for each boat will be approximately 12 feet in width, more or less, as needed, and shall be for a boat dock that is approved by the Class B members, so that all boat docks can be identical in design and compatible with each other, and so that they can be fastened together as a unit for greater strength and durability. Each Class B member shall be assigned a designated area for the use of his boat dock, and the docks shall be purchased from a manufacturer or other source to be selected by the Class B members so that their uniform design and construction can be assured. Each dock shall be so designed and constructed that the boat owner will have access to his (her) boat from his dock and also from the adjoining dock, both for entering and exiting the boat and for mooring the boat. The individual dock shall be kept clear of any obstructions or debris at all times. The dock owners (Class B members) shall be responsible for carrying insurance on their boats and docks, as well as liability insurance. Each dock shall be kept in good repair and safe condition at all times. There will be no fishing or swimming from these docks, and the only access to them shall be for the purpose of entering, mooring, or leaving boats, and they shall not be used for any other purpose.

Further information on governance and control of these Common Areas appears hereafter.

The official plat shows the subdivision intersected by an area marked "Mack Avenue Extended (60' Wide)" extending East-West. This extension of Mack Avenue is among the expansion plans of the City of Olney for the future, but no right-of-way has been purchased and no step taken to lay out or construct this proposed street by the City or by any other governmental unit or body. Therefore, the area so shown on the plat is not dedicated to the public at this time. Ownership is retained by Grantor Laurence L. Arnold. Neither the Grantor nor Developer Jimmie L. Stanley plans to build or extend "Mack Avenue Extended" by themselves.

It has been stated above three different times that ownership of an undivided interest in common areas shall remain with ownership of the residential lot that first purchased it from Grantor, except "as hereinafter provided". This means that no owner of a residential lot may convey his undivided interest in a common area except to the successor in title of his respective residential lot. The exception provided is as follows: With written consent and unanimous approval of the Subdivision Committee of South Cove Subdivision the owner of such an undivided interest may sell and convey that undivided interest to another owner of a residential lot in South Cove Subdivision, such consent to be subscribed on the deed and signed by all members of the Subdivision Committee and recorded in the Office of the Recorder of Richland County, Illinois.

#### NO PARTITION OF COMMON AREAS OWNED IN UNDIVIDED INTERESTS

Each buyer of a lot in South Cove Subdivision is signing this covenant and agreement on behalf of himself (herself), and all his (her) successors, heirs, executors, administrators, and assigns of or concerning undivided interests in the Common Areas of the subdivision, which Common Areas are heretofore described, three in number, and called "Common Walkway", "Out Lot A, Parking and Picnic Area" and "Access Area".

Each such owner now and in future covenants and agrees with the other owners that there will never be any partition of any such Common Area because of the fact that partition of any of the Common Areas in the South Cove Subdivision would destroy the enjoyment and recreation experienced and to be experienced by all owners of undivided interests in such Common Areas, which are to be used for walking, picnicking, and boating. These are inducements to the purchase of residential lots in South Cove Subdivision and to residing there.

Each such buyer agrees that special equities exist that these common properties in which he (she) owns an undivided interest shall never be partitioned or otherwise divided without the express consent of every such owner of undivided interest or interests. That proper enjoyment by each owner of undivided interests in the common properties as an adjunct to his (her) ownership of a residential lot in South Cove Subdivision requires that the undivided interests of all be bound together and kept in one (or more) whole tracts dedicated to the purposes above stated.

Concerning the "Access Area" a special equity that it shall not be partitioned is the fact that it has been created to provide boat docking areas along the East Fork Lake shore line for owners of residential lots that are not on the lake shore, but who must have an undivided interest in the "Access Area" to qualify for a boat dock.

Each buyer of an undivided interest in these common areas agrees that this agreement to not partition is not an agreement in restraint of alienation, but rather an agreement to not break up by forced partition common properties that are being used and will be used in future for the benefit of all the owners of undivided interests, unless all the owners of undivided interests in a common property agree that such partition shall be effected as to that piece of common property.

#### GOVERNANCE OF COMMON AREAS

Class A members of the South Cove Association shall choose the governing board and officers for the "Common Walkway" area and for the "Out Lot A, Parking and Picnic Area". Class B members shall choose the governing board and officers for the "Access Area". Each membership group shall organize itself when ready, (it shall not be necessary for all lots to be sold), decide what officers and form of organization it shall have, make its own rules, decide frequency of meetings, etc. and its system of

assessments upon its members. Money so collected shall be used to pay taxes, if any, on the common areas, make improvements that the respective members may decide upon, take out liability insurance if desired, and such other matters as each Association by and through its officers or by vote of membership at a meeting (whichever may be appropriate) shall decide.

Each owner of an undivided interest in a Common Area shall have a right and easement to use each parcel of a Common Area in which he (she) owns an interest, which right and easement shall be appurtenant to and shall pass with the title of each residential lot, subject to the right of the Association to levy and collect and increase assessments and otherwise enforce the restrictions contained herein. Any lot owner may delegate in part his right to enjoyment of the Common Area to members of his family in residence. The common areas shall be used for the respective uses heretofore stated and such others, if any, as the ownership shall decide in their respective Associations.

Class A and Class B members may decide to be one Association for governance of all three of the Common Areas, or may decide to be separate as South Cove Association A and South Cove Association B. They may also choose to incorporate as Illinois corporations separately or together. Class A and Class B members shall be entitled to one vote for each residential lot in which they hold ownership interest. When more than one person holds such interest in a lot, all such co-owners shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each such residential lot in each Association.

Grantor Arnold shall by virtue of his initial ownership of unsold residential lots be a Class A member and a Class B member and shall be Treasurer of each membership group until such time as he deems them each sufficiently organized and operating to properly handle their duties, at which time he shall turn over to each Association, or to the appropriate officer thereof, all its monetary assets on hand. In any event, this shall be done 3 years after the date hereof, barring good cause. At Association meetings or in business matters of the two Associations (or one if they decide to remain one association) Arnold may cast votes for all residential lots remaining in his ownership, but he may divest himself of ownership in same at any time and in any manner he decides so long as it is not to the manifest detriment of the Associations or to the other owners of undivided interests in the Common Properties. Arnold shall not be subject to assessment while he remains a member of either or both Associations, no matter how many lots remain in his ownership, so long as the said lots have never been sold to an unrelated third party.

Class A and Class B memberships and corresponding undivided interests in tenancy in common will be sold initially with sale of the residential lots in South Cove, and from part of these

proceeds it is proposed that a fund for each Association (Class A and Class B) shall be provided at the start (from the initial sale only.)

#### ZONING, UTILITY EASEMENTS

The Property all lies within the bounds of the City of Olney, and all laws applying to City residential areas as well as all ordinances of the City of Olney that are applicable to residential areas and to East Fork Lake, are in effect concerning the Property.

The area is zoned R-S (Single-Family Residence District). In addition to the restrictions imposed by the fact of this zoning and Olney City ordinances pertaining thereto, the following additional restrictions and protective covenants apply:

The official plat of South Cove Subdivision previously mentioned shows, concerning each residential lot, certain building setback lines (front 35 feet, side 12 feet, and back 40 feet) which must be observed in building on each lot. For lots located on the shore line of East Fork Lake, the setback line for buildings from the shore line (distance back of shore line to build) is seventy-five (75) feet by Olney City Ordinance with possibility of a variance granted by City Council for cause shown. The floor level of any residence or other structure having sewer outlets or other drains for plumbing fixtures shall not be located below elevation 482 M.S.L. (Olney City Ordinance No. 68-22 at page A-2).

Also, the official plat shows on all residential lots areas designated for easement for utilities, marked "UE", the minimum of which is 10 feet in width. These easements are reserved for use by all providers of utilities, to lay underground their lines and cables (telephone, electricity, gas, cable television, etc.) and for the City to lay its water and sewer lines, all underground. If utility connections are installed within the Property which serve more than one building lot, the owner of each building lot served by the connection shall be entitled to full use and enjoyment of such portions of said connections and the easements therefor that service his building lot. The right to enter upon the designated utility easement areas is reserved at all times to install, lay, construct, renew, repair, replace, operate, and maintain within each easement area all the gas lines, water lines, sewer lines, conduits, wires, and other equipment at any time. The lines and pipes shall be buried at least one foot below the surface of the ground.

Lot owners shall not plant or allow to grow any trees or saplings on the "UE" areas that will interfere with any of the said equipment or access thereto and no permanent buildings shall be placed on any such utility easement area, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses of the rights herein granted on utility easements, but their replacement shall be

the sole responsibility of the lot owner. Underground service may be layed outside of a designated easement area in order to preserve a tree or other natural or man made construction, so long as the detour remains as close to the easement as possible, the Subdivision Committee approves, and any damages sustained to a Property owner's land are paid. Fences may be constructed on easements, but their removal and replacement shall be the sole responsibility of the lot owner if they interfere with the repair, replacement, or operation of any utilities within the easement.

Wherever utility connections are installed within the Property, which connections or any portions thereof lie in or upon building lots owned by an Owner other than the owner of the building lot served by the connections, the owner of the building lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon the utility easement portion of any building lot, in or upon which said connections or any portion thereof lie, to repair, replace, and generally maintain the connections as and when necessary. Whenever utility connections are installed within the Property, which connections serve more than one building lot, the owner of each building lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service his building lot.

Use of portions of City streets for laying of utility lines is controlled by Olney City Ordinance.

#### GOVERNANCE BY SUBDIVISION COMMITTEE

The general governing and ongoing integrity of the South Cove Subdivision shall be supervised by the Subdivision Committee, which shall consist of three persons resident in Richland County, one to serve for one year, one for two years, and one for three years. (These are called Trustees in Olney City Ordinance No. 68-22). Grantor L.L. Arnold and Developer Jimmie L. Stanley shall serve as the Subdivision Committee for a term of 3 years from this date without necessity of a third member (Grantor reserving the right to appoint a third member or a replacement for himself at any time), but at the end of that term, three committee members shall be elected, one to hold office for one year, one for two years, and one for three years. Thereafter, annual elections shall be held with 15 days advance written notice to eligible electors, to elect successor Committee members. All rules for the elections shall be in accordance with city ordinance (68-22) and be decided upon by South Cove "Association A", or by Class A members of South Cove Association, depending on whether they are one or two associations, which shall be in charge of such elections of Subdivision Committee members.

The electors of the Subdivision Committee shall be South Cove "Association A" members (i.e. Class A members) and they shall be entitled to one vote for each residential lot in which they hold an ownership interest, as previously set forth for their voting as a Class A Association.

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The Subdivision Committee may from time to time assess a charge upon all lot owners for costs of notices, inspections, and any legal expenses required to enforce the covenants herein, but no charge shall be made for time spent by committee members. Grantor Arnold shall not be so assessed because of his ownership of lots yet unsold to an unrelated third party. If legal action must be taken against violator(s) of these Restrictions and Covenants, reasonable attorney fees and court costs may be assessed against violators if they be found guilty, as hereinafter set forth in more detail.

Nothing herein contained shall be construed to allow any interference with the development of South Cove Subdivision as planned and shown by its official plat above mentioned and sale of lots therein, or development by Grantor Arnold of his own 6 plus acres of land above mentioned that is not platted into lots, streets, or common areas.

Neither the Subdivision Committee nor any members thereof, nor its duly authorized representative, shall be liable to the Association, or to any owner or grantee for any loss, damage, or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willfull misconduct or bad faith of the Committee or member thereof.

#### ARCHITECTURAL COMMITTEE

An Architectural Committee of three persons is hereby created, and all plans for all structures to be constructed or altered, whether residential, utility, storage, detached garage, pet shelter, fence, sea wall, or other, upon lots or common areas, shall be submitted to this Committee before construction begins. The plans will be examined to determine whether the proposed structure will be detrimental to the appearance of the surrounding area as a whole, whether the appearance of the building will be in harmony with surrounding structures, and whether there are any other factors which in the reasonable discretion of the Committee make the proposed construction inappropriate or undesirable. Approval of plans by this Committee will be in writing, and no construction shall begin before the owner receives same. Said approval or denial shall be presented to the landowner within a reasonable period of time. Grantor has and shall have the exclusive right to appoint and remove the members of this Committee for a term of ten (10) years from date of recording this Declaration, if Grantor owns lots in the Subdivision that long. If Grantor ceases to own Subdivision lots that long, or if he becomes unable or unwilling to act in this capacity, or if he be not living, then appointment to the Architectural Committee shall be made by the Subdivision Committee for such term or terms as it shall decide.

Grantor hereby appoints to this Architectural Committee, effective immediately, the following:

Jimmie L. Stanley, Developer; Linda S. Miller, Olney, Illinois; Laurence L. Arnold, Grantor.

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The members of the Architectural Committee shall not be liable to any person, firm, corporation, owner, or grantee, for any loss, damage, or injury arising out of or in any way connected with the performance of that Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee or Committee member. Approval by the Committee of plans for a building in no way constitutes an opinion on the architectural soundness of the building.

#### STREETS

The four streets in South Cove Subdivision are to be 50 feet wide with a minimum travelled, or driving, portion of 24 feet surfaced with a bituminous surface treatment placed on a gravel base course. The base course will consist of seven (7) inches of gravel worked down to a depth of twelve (12) inches. The base course will be maintained by the Grantor (L.L. Arnold) and the Developer (Jimmie L. Stanley) for a minimum of three (3) years unless such time is reduced by the City of Olney Engineer after any inspections and tests deemed necessary. After that the bituminous surface treatment will be applied to the base course. Grantor and Developer will maintain the streets and ditches for an additional one (1) year and thereafter the City of Olney will maintain the streets and ditches. (Taken from Annexation Agreement made by Grantor and Developer with the City of Olney dated April 22, 1993, at page 9).

Grantor and Developer, before sale of the first lot, will have paid a one time contribution to the City of Olney of \$32,000.00 for the future maintenance of streets in the Subdivision by the City.

#### SPECIFIC RESTRICTIONS

CLAUSE I: No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than a detached, single-family dwelling, not to exceed two stories in height, with a private garage for personal automobiles and storage or utility buildings incidental to the residential use of the premises.

CLAUSE II: Detached garages, storage or utility buildings shall not be constructed prior to substantial completion of the residential unit or in conjunction with construction of the residential unit. Such building styles, as in the case of a greenhouse or enclosed pool, etc. shall harmonize and not conflict with the residential unit. The exterior and color of such buildings shall be compatible with that of the residential unit. The roof slope shall be compatible with the roof of the residential unit. No pole barns or metal storage buildings of the farm storage building type will be permitted.

CLAUSE III: The plans of all buildings, whether residential, utility, storage, detached garages, or other buildings, including pet shelters, shall be approved by the Architectural Committee in writing prior to commencement of construction. Any alterations to

existing structures that will change the exterior appearance shall be approved by the Architectural Committee.

CLAUSE IV: The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1225 square feet for a one-story dwelling, and not less than 900 square feet for a two-story dwelling. No lot shall be subdivided into additional lots if the resulting lot would be less than 20,000 square feet in area.

CLAUSE V: No structure of a temporary character shall be used on any building site at any time as a residence, either temporarily or permanently. No garage, basement, utility or storage building, or other structure than a residential unit may be used as a residence, whether temporary or permanent.

CLAUSE VI: The work upon, or construction of, any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein and applicable building codes.

CLAUSE VII: No excavation shall be made except as necessary for construction of improvements or improvement of shore line.

CLAUSE VIII: Each building or structure shall be substantially completed within twelve (12) months after the date construction is commenced.

CLAUSE IX: There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Subdivision Committee. For the purpose hereof "established drainage" means the system of drainage existing at the time the overall grading of any portion of the Property is completed by Developer.

CLAUSE X: No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property except in appropriate containers awaiting pickup, and no odor shall be permitted to arise therefrom so as to render any portion of the Property unsanitary, unsightly, offensive, or detrimental to any other Property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other Property in the vicinity or to its occupants. Without limiting the generality of the foregoing provisions, no exterior speakers or other sound devices (other than devices used exclusively for security purposes and approved by the Subdivision Committee), flashing lights or search lights, shall be located, used, or placed on any portion of the Property without the prior written approval of the Subdivision Committee.

CLAUSE XI: Signs and conduct of business in R-S zoned areas are controlled by Olney City Ordinance.

CLAUSE XII: INSURANCE RATES. Nothing shall be done or kept on any lot which will increase the rate of insurance on any other portion of the Property without the approval of the owner or owners of such other portion, nor shall anything be done or kept on the Property or a building lot which would result in a cancellation of insurance on any Property owned by any other person or entity, or which would be in violation of any law.

CLAUSE XIII: All incinerators and other equipment for storage or disposal of materials shall be kept in clean and sanitary condition. No automobile, trailer, machinery, or other vehicles or equipment shall be stored on a residential lot outside of a building unless they are in operable condition and regularly used by the owners and not held for resale.

CLAUSE XIV: No solid fence which would obstruct the view shall be more than six (6) feet high nor located less than thirty-five (35) feet from any street or within thirty-five (35) feet of the lake shore, so as to hinder the view of the lake shore from an adjoining Property. Any fence, whether for pets or as yard dividers, or privacy fences or patios, etc. shall be approved by the Subdivision Committee prior to construction.

CLAUSE XV: No swimming pools (other than wading pools of six (6) feet in diameter or less) shall be constructed without the prior approval in writing of the Subdivision Committee, who shall also approve the construction type and the height of an appropriate fence around the pool.

CLAUSE XVI: No improvement shall be permitted to fall into disrepair, and the Subdivision Committee may, if it deems advisable, for the sake of appearance, provide exterior maintenance upon a lot or building thereon to the extent of painting or repairing, repair of roof, gutters, downspouts, trees, shrubs, and other exterior improvements, and assess the cost of same against the lot upon which done. For this purpose the Committee through its duly authorized agents and employees shall have the right to enter upon the lot at reasonable hours on any day except Sunday, after reasonable notice to the owner. The cost shall become a lien upon the real estate involved in favor of the Subdivision Committee and may be foreclosed in an appropriate court proceeding or the cost may be collected in any other appropriate legal or equitable proceeding.

CLAUSE XVII: ANIMALS/PETS. No animals, birds, livestock, or poultry shall be raised, bred, or kept on any part of the Property excepting household pets that are confined to the Property of their owners and do not constitute a nuisance. In no case shall any household contain more than two pets of any one kind, such as two domesticated dogs or cats, and no more than four household pets total at any one time. No owner or keeper of dogs or cats shall permit same to run at large in this subdivision (the

Property). "Running at large" for purposes of this restriction means off the premises of the owner or custodian of the animal and not constrained by a leash or under the immediate control of the owner or custodian. The latter (owner or custodian) shall immediately clean up any animal defecation caused by his animals. All pet enclosures shall be subject to Architectural Committee approval in writing and shall be maintained in a sanitary condition. A variance in writing may be granted by the Subdivision Committee from any of the above provisions concerning pets upon suitable application and showing of good cause.

By way of explanation, the Property has been in part a wildlife area since 1964 and the propagation and preservation of rabbits, birds, deer, etc. has been encouraged. It is hoped that this will continue to the extent reasonably possible. Restraint of dogs and cats is therefore specified because by nature most of them do prey upon such wildlife. It is noted that by ordinance the City of Olney prohibits the "running at large" of dogs, and the County of Richland prohibits the "running at large" of dogs and cats.

#### GENERAL PROVISIONS

Invalidation of any one or more of these "Specific Restrictions" by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

The failure of any owner of a building lot or any other person to comply with any provision of these Specific Restrictions is hereby declared a nuisance and will give rise to a cause of action where applicable in the Grantor, Developer, Subdivision Committee, Association, or any owner or owners of residential lot or lots in South Cove Subdivision for recovery of damages or for negative or affirmative injunctive relief, or both, together with court costs, reasonable attorney fees, and witness fees as elsewhere herein provided. This remedy based on nuisance is in addition to all other remedies mentioned in this Declaration, or otherwise available by law, and shall not be construed as to limit in any way any other remedy mentioned in this Declaration or otherwise available by law.

These Specific Restrictions contained in Clauses I to XVII inclusive, above, shall run with the land and shall be in full force and effect for a period of twenty-five (25) years from the date hereof, after which time they shall be automatically extended for successive periods of five (5) years unless an instrument signed by owners of a majority of the residential lots in the Subdivision has been recorded, agreeing to change these restrictions in whole or in part. These restrictions in Clauses I to XVII inclusive can be amended at any time by unanimous written agreement of the owners of all residential lots in South Cove Subdivision, such unanimous written agreement to be recorded in the office of the Recorder of Richland County, Illinois.

### REMEDIES

In amplification of, and in addition to, all remedies and provisions hereinbefore set forth for enforcement of the covenants, agreements, collection of assessments, and penalties for violation of restrictions, herein contained, the following are provided:

The Subdivision Committee or any member thereof, any South Cove Association or any member thereof, the Grantor, the Developer, or any owner or owners of any residential lot or lots in South Cove Subdivision, shall have the right to enforce any of the provisions, agreements or restrictions in this Declaration by suit at law or in equity, or both, for collection of assessment or assessments or to enforce specific compliance with, or specific performance of, the terms and conditions or any of them, of this Declaration.

And, in event of favorable judgment or decree, the court having jurisdiction may determine and include in the judgment or decree against one or more of the defendants and in favor of plaintiff or plaintiffs, all expenses of such legal proceedings, including, but not restricted to, court costs, reasonable attorney fees, and witness fees incurred by plaintiff or plaintiffs in connection therewith.

Each remedy provided in this Declaration is cumulative and not exclusive.

### INABILITY TO ACT

In event of the incapacity of Grantor L.L. Arnold to act in the capacity of Subdivision Committee member, his agent appointed under the Illinois Short Form Power of Attorney Act, or his or his estate's court appointed representative, shall have the right to appoint any successor necessary or desirable to carry out his duties and obligations as such member.

Likewise, in event of the incapacity of Developer Jimmie L. Stanley to act in the capacity of Subdivision Committee member, his agent appointed under the Illinois Short Form Power of Attorney Act, or his or his estate's court appointed representative, shall have the right to appoint any successor necessary or desirable to carry out his duties and obligations as such member.

### NO PERSONAL LIABILITY

Neither Grantor L.L. Arnold nor Developer Jimmie L. Stanley shall be personally liable to any owner, grantee, or to any other party for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of Grantor or Developer or any other representative or employee of same, provided that such person has acted upon the basis of information possessed by him in good faith, without willful or intentional misconduct.

Neither Grantor L.L. Arnold nor Developer Jimmie L. Stanley, nor their heirs, successors, administrators, or assigns shall be liable to any owner, grantee or to any other party for any damage, loss or inconvenience caused by water flooding of any part of the Property.

AMENDMENT

In addition to the methods hereinbefore provided, any amendment can be made to any part of this Declaration at any time by written instrument executed by Grantor, Developer, and owners of 90% of interests in the residential lots of South Cove Subdivision at date of execution of the amending instrument. A certified copy of same shall be filed for record in the Office of the Recorder of Richland County, Illinois.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above stated.

*This document prepared by L.L. Arnold, attorney, 405 E. Monroe St., Olney, Illinois*  
Laurence L. Arnold  
Laurence L. Arnold, Grantor  
Jimmie L. Stanley  
Jimmie L. Stanley, Developer

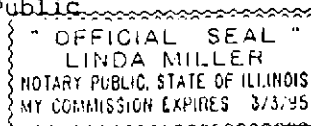
STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF RICHLAND    )

I, a Notary Public in and for the said County in the State of Illinois, DO HEREBY CERTIFY, that Laurence L. Arnold, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of September, 1993.

Linda Miller  
Notary Public

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF RICHLAND    )



I, a Notary Public in and for the said County in the State of Illinois, DO HEREBY CERTIFY, that Jimmie L. Stanley, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of September, 1993.

Linda Miller  
Notary Public

