

Amendment to Declaration of Covenants, Conditions and
Restrictions for South Cove Subdivision, Olney, Illinois

Now come Grantor Laurence L. Arnold and Developer Jimmie L. Stanley and execute this Amendment to Declaration of Covenants, Conditions and Restrictions for South Cove Subdivision, Olney, Illinois heretofore filed for record in the Office of the Recorder of Richland County, Illinois and recorded in Book 1993 at Pages 7620 to 7634, inclusive, in said Recorder's Office, and pursuant to the provision labeled AMENDMENT appearing at Page 7634 thereof.

The undersigned state and affirm that no residential lots of South Cove Subdivision have yet been sold and all said lots are at this date owned by Grantor Laurence L. Arnold, so that the undersigned are empowered to execute this Amendment, by their signatures, which is as follows:

AMENDMENT

A purchaser of an off-water residential lot (i.e. a lot having no access to or frontage upon the shore line of East Fork Lake) shall have an opportunity to buy an undivided 1/61st interest in "Access Area" upon purchase of his residential lot, and of thus becoming a Class B member of the Association (he having become a Class A member upon purchase of his residential lot).

If said purchaser decides to not buy an undivided interest

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If said purchaser decides to not buy an undivided interest in the "Access Area", then upon completion of his purchase of his residential lot, that undivided interest in the "Access Area" becomes and remains thereafter available for purchase by the owner of an on-water lot, and by such purchase an on-water lot owner would become a Class B member of the Association (as well as being already a Class A member).

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Two months after the purchaser of an off-water lot has refused to buy an undivided 1/61st interest in "Access Area", and if said interest has not been purchased by the owner of an on-water lot, then said undivided 1/61st interest in the "Access Area" can be purchased by the owner of any residential lot in South Cove, either on-water or off-water, and the said undivided interest in "Access Area" shall so remain subject to purchase by any lot owner thereafter until the time stated below.

At any date after January 1, 1998, Grantor Laurence L. Arnold can dispose of remaining unsold undivided interests in the "Access Area" by conveying same to any or to all of the then owners of undivided interests in the "Access Area", with or without consideration being paid therefor, as Grantor sees fit.

All other terms of the Declaration not herein specifically affected or changed by the terms of this Amendment remain unchanged by this Amendment.

Grantor L.L. Arnold shall not be assessed for any unsold undivided interest in the "Access Area" so long as the said undivided interest has never been sold to an unrelated third party. The undivided interests in the "Access Area" shall be 61 in number, each interest being an undivided 1/61st interest in tenancy in common. Ownership of each 1/61st undivided interest in the "Access Area" after conveyance to the first purchaser or owner thereof shall remain forever with the ownership of the same

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For clarification, the purchaser of an on-water or off-water residential lot becomes ipso facto a Class A member of the South Cove Association and must pay an additional sum of \$800.00 for a

1/88th undivided interest in tenancy in common in the Common Walkway and in the Out Lot A Parking and Picnic Area, which undivided interest shall remain forever thereafter with the ownership of the same residential lot in South Cove Subdivision as set forth in the Declaration and subject to all the terms thereof.

In this Amendment, as well as in the original Declaration, the singular shall include the plural, and all references herein to Grantor, Owner, Developer and any person shall include all successors, assigns, partners and authorized agents of such Grantor, Owner, Developer or person.

Executed this 28th day of October, 1993 at Olney, Illinois.

Laurence L. Arnold
Laurence L. Arnold, Grantor
Jimmie L. Stanley
Jimmie L. Stanley, Developer

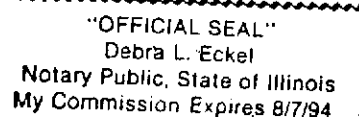
STATE OF ILLINOIS)
) SS.
COUNTY OF RICHLAND)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, 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 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 28th day of October, 1993.

Debra L. Eckel
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF RICHLAND)



Illinois.

Laurence L. Arnold
Laurence L. Arnold, Grantor
Jimmie L. Stanley
Jimmie L. Stanley, Developer

STATE OF ILLINOIS)
) SS.
COUNTY OF RICHLAND)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, 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 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 28th day of October, 1993.

Debra L. Eckel
Notary Public
"OFFICIAL SEAL"
Debra L. Eckel
Notary Public, State of Illinois
My Commission Expires 8/7/94

STATE OF ILLINOIS)
) SS.
COUNTY OF RICHLAND)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, 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 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 28th day of October, 1993.

" OFFICIAL SEAL "
LINDA MILLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/3/95

Linda Miller
Notary Public

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OCT 28 '93 AM
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STATE OF
ILLINOIS
FILED FOR
RECORD

RICHLAND
COUNTY

BOOK
PAGE
OR

COUNTY CLERK,
Richland County, Illinois

Robert L. Murray

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