

LAKE POINT
A SUBDIVISION IN CHAMPAIGN COUNTY, ILLINOIS
PROTECTIVE COVENANTS AND RESTRICTIONS

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

WHEREAS, Developer, Lincolnshire Fields, Inc., is the owner of the real property described in Article III of this Declaration and desires to create thereon a residential community with facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of said community and for the maintenance of said open spaces, common facilities, and the grounds and landscape of each Lot; and, to this end, desires to subject the real property described in Article III to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities of said community to create an agency to which should be delegated and assigned the powers maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Illinois as a general not for profit corporation the LAKE POINT Home Owners' Association for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Developer declares the real property described in Article III, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

Definitions

The following words when used in this Declaration shall have the following meanings:

- A. "Association" shall mean and refer to the Lake Point Home Owners' Association.
- B. "The Properties" shall mean and refer to all such existing properties, as are subject to this Owners' Certificate and the provisions off Article III hereof.
- C. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and

- intended to be devoted to the common use and enjoyment of the owners of the Properties. Included in this definition is Lake Point Road.
- D. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision plat of the Properties with exception of Common Properties as heretofore defined.
 - E. "Living Units" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by single family.
 - F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
 - G. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article IV, Section 1 hereof.
 - H. "Board" shall mean the Board of Directors of the Association.

ARTICLE II
Dedication of Common Areas

Developer in recording the Plat of Lake Point Subdivision has designated certain areas of land as Commons and Lake Point Road intended for use by home owners in Lake Point Subdivision.

The above described areas and road are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the home owners in Lake Point Subdivision as more fully provided in Article V hereof.

Easements for installation and maintenance of underground utilities and drainage facilities, as well as golf course access, are reserved as noted on the recorded plot and upon the Common Properties. No building or outside facility within the Subdivision or located on Common Properties shall be supplied with utility service lines above the surface of the ground. The Developer or Association, or their assigns, shall grant a written easement for such underground service upon request of the interested utility. No structures, walls, fences, planting, or any materials shall be placed, planted or permitted to remain within the platted easements or public ways which may damage or interfere with the installation, operation, or maintenance of the utilities. All utilities serving this Subdivision and all connections made thereto shall be located beneath the surface of the ground, excepting therefrom transformer installations and service pedestals.

ARTICLE III
Properties Subject to this Owners' Certificate and Area of Application

The real property which is and shall be, held, transferred, sold, conveyed and occupied subject to this Owners' Certificate is:

A tract of land situated in the Southwest Quarter Section 21,
Township 19 North, Range 8 East of the Third Principal Meridian,

Champaign County, Illinois, the boundary of which is described as follows:

Beginning at a point on the West line of said Section 21, said point being 1615.26 feet North of the Southwest corner of said Section 21 as measured along the said West line of Section 21; proceed Northerly along the said West line of Section 21, 106 feet more or less to the center line of Copper Slough Drainage Ditch; thence Northeasterly along the said center line of Copper Slough Drainage Ditch a distance of 1004 feet more or less; thence on a local bearing South 40°06'40" East, 185 feet; thence South 85°06'40" East, 385.76 feet; thence South 63°25'46" East, 297.00 feet; thence South 49°29'06" West 216.82 feet; thence South 57°33'04" West 188.56 feet; thence South 75°02'24" West, 288.28 feet; thence North 87°43'21" West 125.30 feet; thence South 77°47'00" West, 125.00 feet; thence South 64°47'00" West 100.00 feet; thence South 55°54'46" West, 139.58 feet; thence South 52°38'58" West, 165.00 feet to the Northeast corner of Lot 1 of Lincolnshire Fields West I, as recorded in Book "X" at Page 85 in the Champaign County Recorder's Office; thence South 82°17'00" West along the North line of Lot 1, a distance of 141.70 feet to the Northwest corner of said Lot 1; thence South 89°53'09" West 38.28 feet to the point of beginning, encompassing 11.2 Acres more or less.

The proposed covenants and restrictions contained herein, in their entirety, shall apply to Lots 1 through 14, inclusive, and all Common Properties, as shown on the plat of said Subdivision.

ARTICLE IV
Membership and Voting Rights in the Association

Section 1. Membership: Every person or entity who is a record owner of a fee or undivided fee in any Lot or Living Unit which is subject to these covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons 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 any such Lot.

Class B. Class B members shall be the Developer. The Class B member shall be entitled to four votes for each Lot in which it holds the interest required for membership by Section I, provided that the

Class B membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) four (4) years from the sale of the first lot.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1. The Association shall have no vote for any Lot it owns.

ARTICLE V

Property Rights in Common Properties

Section 1. Members Easements for Enjoyment: Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties: Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of Developer, the Association is able to maintain the same but, notwithstanding any provision herein, Developer hereby covenants, for itself and assigns, that it shall convey the common property to the Association not later than four (4) years from the date of the sale of the first Lot.

Section 3. Extent of Members' Easement: The rights and easements of enjoyment created hereby shall be subject to the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes has been recorded, according to such dedication, transfer, purpose or condition, and unless written notice of proposed agreement and action there under is sent to every member at least 90 days in advance of any such action.

ARTICLE VI

Covenant for Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessments: Developer, for each Lot owned by it within the properties, hereby covenants and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

A. Annual assessments or charges;

- B. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as herein after provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties and in particular for the improvements and maintenance of Common Properties and acquisitions, maintenance and improvements of additional Properties and facilities as is deemed desirable which are devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties. Expenditures of the Association include, but are not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis of Annual Assessment: Costs of annual maintenance as provided by the Association under this Article shall be classified into two categories. The first category shall include all operating expenses in maintaining the Common Properties and any additional property acquired by the Association, and each Owner shall pay a proportionate share of these expenses; however, Lots owned by Developer and Lot 14, if owned by the Association, shall be disregarded in the computation of the proportionate share. The assessment shall be determined by multiplying the total annual operating costs by a ratio of one divided by the number of lots other than those held by Developer and Lot 14, if owned by the Association. The second category shall include expenses in the maintenance of the grounds of the Lots. Owners of Lots upon which a structure has been constructed in conformity with these covenants and restrictions shall be assessed a proportionate share of these expenses. The assessment shall be determined by multiplying the total annual operating costs by a ratio of one divided by the number of Lots upon which a structure has been constructed, except Lot 14 if owned by the Association.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties or any additional property acquired by this Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of

the votes of the members who are voting in person or in proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance and shall set forth the purpose of such meeting. Each Lot shall be assessed 1/13th of the costs of any Capital Improvements, unless Lot 14 is transferred or sold to an owner other than Developer or Association in which case the provisions of Section 10 of this Article shall apply.

Any owner other than Developer or Association shall immediately incur an obligation to pay a proportionate share of any capital improvement, such special assessment becoming due and payable in a manner as determined from time to time by the Board. Any special assessment incurred on any Lot owned by the Developer or Association shall not become due and payable until such Lot is transferred or sold to an Owner other than Developer or Association. The special assessment on any Lot not currently due and payable as provided in this Section shall become a charge and lien upon such Lot. Upon the transfer or sale of any Lot upon which special assessment is not currently due or payable to an Owner other than Developer or Association, the special assessment on such Lot shall become due and payable in a manner as determined from time to time by the Board and upon non-payment such special assessment may be collected as any other assessment under the provisions of Section 9 of this Article.

Section 5. Association's Option to Purchase Lot 14:

A. The Association shall have an option to purchase Lot 14 from Developer. The Association shall exercise such option in writing and upon tender of the purchase price Developer shall convey Lot 14 to the Association. The purchase price shall be \$42,900.00 if the option is exercised by June 1, 1980; thereafter, there shall be a 15% annual increase to this price prorated on a monthly basis.

B. If the Association exercises its option to purchase Lot 14, any improvement by the Association to Lot 14 must comply fully with any and all covenants and restrictions contained in the Owners' Certificate and in particular proposed construction of any Living Unit must be approved by the Architectural Committee according to the provisions of Article IX.

C. If the Association exercises its option to purchase Lot 14, it shall have full power to construct a Living Unit thereon (subject to Part B of this Section and any and all other restrictions applicable to Living Units under this Owners' Certificate) and to mortgage, lease, or sell the Lot and any Living Unit thereon.

D. Two-thirds (2/3) of the members of Association must assent to the acquisition of Lot 14 as provided in this Section at a meeting duly called for that purpose, written notice of which shall be sent to all members at least 30 days in advance and shall set forth the purpose of such meeting.

E. This option shall expire when all Lots except Lot 14 have been improved.

Section 6. Quorum for Any Action Authorized under Sections 3, 4 and 5: The quorum required for any action authorized by Sections 3, 4 and 5 of this Article, shall be as follows: At the first meeting called as provided in Sections 3, 4 and 5 of this Article, presence at the meeting of members or proxies entitled to cast 60% of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 3, 4 and 5 of this Article, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: The annual assessments provided herein shall commence on the date fixed by the Board to be the date of commencement. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year after the first year shall become due and payable on the first day of March of said year. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period. The due date under any special assessment under Section 4 and 5 hereof, shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board: The Board shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least 30 days in advance of such date or period and shall, at the time, prepare a roster of the Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a Certificate in Writing, signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be exclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-payment of Assessment: A personal obligation of the owner; the lien; remedies of the Association: If the assessments are not paid on the date when due (being the date specified in Section 9 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. Personal obligation of the then Owner to pay such assessment, however, shall

remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid in 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the judgment rate and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action in the event of a judgment. Such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the cost of the action.

Section 10. Exempt Property: The following property subject to this Owners' Certificate shall be exempted from the assessments, charges and liens created herein:

A. All property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use.

B. All common properties as defined in Article II, Section 1 hereof.

C. Lot 14 shall be exempt from assessments so long as it is owned by Developer or Association. Upon its sale and transfer to any other Owner, Lot 14 shall be subject to assessments to the same extent as any other Lot according to the provisions of this Article. If Lot 14 is sold and transferred to an Owner other than Developer or Association, then each Lot shall be assessed 1/14th of any special assessments to any subsequent capital improvements as provided in Section 4 of this Article.

ARTICLE IX Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any landscaping or exterior additions change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. The Architectural Committee shall consist of Josef C. Hallbeck until all Lots are approved, at which time the Architectural Committee shall consist of three or more representatives appointed by the Board. In the event said Architectural Committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted, or in any event if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will have been fully complied with.

ARTICLE X Building Locations and Structure Restrictions

Section 1. Quality and Size: It is the intent and purpose of these covenants to assure that all dwellings shall be of the same quality of workmanship and materials substantially the same or better than that which can be produced at the date these covenants are recorded. For single family dwellings, the ground floor area above surrounding grade of the main structure, exclusive of open porches and garages, shall be not less than 2400 square feet for a dwelling of less than two stories; in the event the main structure is two or more stories, the ground floor area, exclusive of open porches and garages, shall be not less than 1300 square feet, and the total required floor area shall not be less than 2600 square feet, exclusive of open porches and garages.

Section 2. Use: No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling.

Section 3. Set-back Lines: No building shall be located on any Lot nearer than 35 feet to the front Lot line, except Lots 3, 7 and 14 on which no building shall be located nearer than 25 feet to the front Lot line, or nearer than 30 feet to the rear lot line; no part of the dwelling shall be located nearer to the side lot line than 15 feet unless a different distance is set forth on the recorded plat. With respect to all Lots, no structures or fences shall be erected in the front set-back lines. With respect to Lots bordering upon the golf course and lake, no structures or fences or planting shall be erected in the rear 35 feet thereof, except by the permission of the Architectural Committee. It is the intent of this Covenant to provide a reasonable view of the golf course and lake to all owners of Lots bordering upon the golf course and lake; it is not intended to prohibit all structures, fences and planting, but merely to control the nature and extent thereof.

Section 4. Roofs: The roof of any structure erected on any Lot in compliance with these covenants shall be covered with wood or shake shingles, or of material of a similar quality and type as determined by the Architectural Committee.

ARTICLE XII Exterior Maintenance

Section 1. Extent: In addition to maintenance upon the Common Properties the Association will provide exterior maintenance upon each Lot which is subject to assessment under Article VI hereof as follows: upkeep of trees, shrubs, grass, and walks.

Section 2. Assessment of Cost: The cost of such maintenance shall be assessed against the lot as provided in Article VI, Section 3 and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Articles hereof. As part of the annual assessment or charge, it shall be a lien or obligation of the Owner and shall become due and payable in all respects as provided in Article VI hereof, provided that the Board when establishing the annual assessment against each Lot, or any assessment year as required under Article V hereof, may add hereto the estimated cost of the maintenance

for that year, but shall thereafter make such adjustment with the Owners as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours: For the purpose of solely performing the maintenance required by this Article, the Association through its duly authorized agents or employees shall have the right after reasonable notice to the Owner to enter upon any Lot at reasonable hours on any day except Sunday.

Section 4. Maintenance of Unimproved Lots: ^.

A. The maintenance of any Lot upon which no structure has been erected is the responsibility of the Owner of that Lot. Costs of such maintenance shall be borne by the Owner of such Lot.

B. If the Owner of any unimproved Lot fails to maintain the Lots in an aesthetically pleasing manner, and particularly by not mowing the Lot at frequent intervals; then Developer or the Association may maintain the Lot and the cost of such maintenance shall become a personal obligation of the Owner and a lien upon the property.

C. If the Owner of any unimproved Lot fails to develop his tract within one year after its purchase from Developer, the Owner must seed or sod the Lot.

ARTICLE XIII
General Provisions

Section 1. Duration: The covenants and restrictions of this Owners' Certificate shall run with and bind the Land and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Owners' Certificate, the respective legal representatives, heirs, successors and assigns, for a term of 25 years from the date this Owners' Certificate is recorded, after which time said Covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded agreeing to change said Covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three years in advance of effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least 90 days in advance of any action taken.

Section 2. Notices: Any notices required to be sent to any member or Owner under the provision of this Owners' Certificate, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Buy Back of Unimproved Lots: Developer reserves the right to buy back any unimproved Lot after four years from the date of purchase of the Lot from Developer for a consideration equal to that of the initial purchase price.

Section 4. Lots Bordering the Lake: Owners of any Lot bordering upon Lake Lincolnshire shall join the Lincolnshire Fields Lake Association now or hereafter in existence.

Section 5. Lincolnshire Fields Homeowner's Association: All Lot Owners shall be members of the Lincolnshire Fields Homeowner's Association, a not for profit corporation organized under the laws of the state of Illinois. All Lot Owners in Lake Point agree to accept membership in said Lincolnshire Fields Homeowner's Association and to abide and be bound by the reasonable rules and regulations of said Lincolnshire Fields Homeowner's Association and to maintain membership therein so long as such Lot Ownership is retained. Each owner-member shall be subject to assessment for annual dues to the Lincolnshire Fields Homeowner's Association not to exceed \$25.00 unless a larger amount is approved by the Owners of 80% of all the Lots involved in such Lincolnshire Fields Homeowner's Association. It is further specifically understood that fire service protection may be contracted for the Subdivision through the Lincolnshire Fields Homeowner's Association and that each Lot, when improved with a residence, will be subject to an assessment for its pro rata share of the expense of the contract with the fire department and for fire hydrant rental commencing with the beginning of construction. Accordingly, the Lincolnshire Fields Homeowner's Association shall have the following powers:

A. Authority to enforce the covenants of this Section.

B. Authority to levy a fire protection assessment and have assessment collected as a part of real estate taxes.

C. Authority to levy dues assessments.

Section 6. Sale Or Lease by an Owner-First Option to Board or Developer: If any Owner, other than Developer to whom the Provisions of Section 6 do not apply, shall desire at any time to sell or lease his Lot or Living Unit, other than to a co-owner of the same Lot or Living Unit, or to Developer, he shall first give the Board or Developer, if the first Board has not at said time been elected, at least thirty (30) days prior written notice of the proposed sale or lease, which notice shall state the name and address and financial and character references of the proposed purchaser or lessee and the terms of the proposed sale or lease.

During the period of thirty (30) days following the receipt by the Board or Developer of such written notice, the Board or Developer shall have the first right at its Option to purchase or lease such Lot or Living Unit upon the same terms as the proposed sale or lease described in such notice.

If the Board or Developer shall give written notice to such Owner within said thirty (30) days period that it has elected not to exercise such option, or if the Board or Developer shall fail to give written notice to such Owner within said thirty (30) day period that it does or does not elect to purchase or lease such Lot or Living Unit upon the same terms as herein provided then, such Owner may proceed to consummate said proposed sale or lease transaction at any time within the next ninety (90) days

thereafter; and if he fails to consummate said proposed sale or lease transaction within said ninety (90) days, his Lot or Living Unit shall again become subject to the Board's right of first option as herein provided.

If the Board or Developer give written notice to such Owner within said thirty (30) day period of its election to purchase or lease such ownership upon the same terms as the proposed sale or lease described in said written notice to it, then such purchase or lease by the Board or Developer shall be closed upon the same terms as such proposed sale or lease.

The Board or Developer shall have the authority to elect not to exercise such option and to give written notice to such election. A certificate executed and acknowledged by the president and secretary of the Board, certifying that the Board has elected not to exercise such option to purchase or lease such ownership upon the terms of such proposed sale or lease, shall be conclusive evidence of such election by the Board and of the compliance with the provisions hereof by the Owner proposing to make such proposed sale or lease. Such certificate shall be furnished to such Owner upon his compliance with the provisions hereof.

If the Board shall adopt a resolution that it shall exercise its option to purchase or lease such ownership upon the terms of such proposed sale or lease, the Board shall promptly call a meeting of all of the Owners for the purpose of voting upon such option, which meeting shall be held within said thirty (30) day period. If all Owners, excluding the Owner of the Lot of Living Unit subject to such option, authorize the Board to exercise such option to make such purchase or lease, then the Board shall promptly give written notice of such election as herein provided. In such event, such purchase or lease by the Board shall be closed and consummated, and, for such purpose, the Board shall have the authority to make such mortgage or other financing arrangements, and to make such assessments proportionately among all the respective Owners, and to make such other arrangements, as the Board may deem desirable in order to close and consummate such sale or lease of such ownership by the Board.

If the Board shall make any such purchase or lease of an ownership interest as herein provided, the Board or its nominee shall hold the same for the benefit of the Owners and shall have the authority at any time thereafter to sell or sublease such Lot or Living Unit upon such terms as the Board shall deem desirable, and all of the net proceeds or deficit therefrom shall be applied among, or charged to Owners in proportion to their respective interests in such Lot or Living Unit.

If a proposed lease of any Lot or Living Unit is made by any Owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such Owner to the Board, and the lessee thereunder shall be bound by and be subject to all of the obligations of such Owner with respect to such Lot or Living Unit as provided in this Certificate and the Articles of Incorporation and Bylaws of the Association and the lease shall expressly so provide. The Owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease, or in the event of any

attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall apply to such Lot or Living Unit.

If any sale or lease of a Lot or Living Unit is made or attempted by any Owner without complying with the foregoing provisions, such sale or lease shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith.

The Board may adopt rules and regulations from time to time not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the foregoing provisions. In the event the first Board has not yet been elected, the foregoing procedures shall apply to Developer.

Section 7. Dwellings per Building Site: Only one dwelling structure shall be constructed per building site; no replatting or subdividing of these lots shall be permitted, the effect of which would be to reduce the area of width below ninety percent (90%) of the area and width platted.

Section 8. Easements: Easements for installation and maintenance of underground utilities and drainage facilities and golf course access are reserved as noted on the recorded plat and as provided in Article II hereof. No building or outside facility within the Subdivision shall be supplied with utility service lines above the surface of the ground. Each Lot Owner shall grant a written easement such underground service upon the request of the interested utility. No structures, walls, fences, plantings, or any materials shall be placed, planted, or permitted to remain within the platted easements or public ways which may damage or interfere with the installation, operation, or maintenance of the utilities. All utilities serving this Subdivision and all connections made thereto shall be located beneath the surface of the ground, excepting therefrom transformer installations and service pedestals.

Section 9. Percentage of Lot Coverage: All buildings on a building site, including accessory buildings and the additional area enclosed by a fence, the nature of which obstructs view through it, shall not cover a total of more than thirty percent (30%) of the Lot, except with the prior express consent of the Architectural Committee.

Section 10. Permissible Building - Order of Construction: All buildings erected on any Lot shall be constructed of material of good quality suitably adopted for use in the construction of residences, and no old building or buildings shall be placed or moved to said Lot. Accessory buildings shall not be erected, constructed, or maintained prior to the erection or construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.

Section 11. Non-Occupancy and Diligence During Construction: The 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. No excavation except as is necessary for the construction of improvements shall be permitted. No partial construction shall be suspended for more than twenty (20) working days.

Section 12. Maintenance of Lot during Construction: During the course of construction all materials and equipment shall be stored only on the lot on which construction is underway; debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent Lots. No burning shall take place, of debris, upon the premises except with the permission of the Architectural Committee. The intent of this covenant is to maintain and preserve a clean and neat appearance in the Subdivision at all times.

Section 13. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 14. Signs: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder during construction which are attached to the building.

Section 15. 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, and no oil wells, tanks, tunnels, mineral excavations or shafts shall 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. No person, firm or corporation shall strip, excavate, or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building or such premises and excavation or grading incidental thereto.

Section 16. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that no more than two dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

Section 17. Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, grass, or other cuttings and other waste shall be kept only in sanitary containers and shall not be dumped upon any other Lot in the Subdivision. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and stored in a

manner either inside a garage or other building or below ground so as not to be visible from other property.

Section 18. Storage: No building material of any kind or character shall be placed or stored upon a building site until the Owner is ready to commence improvements in compliance with an approved architectural plan and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected.

Section 19. Sewage System: A sanitary sewer system has been installed in the Subdivision and, therefore, no individual sewage disposal system shall be installed or maintained on any Lot.

Section 20. Off-Street Parking: All property owners shall provide a garage for the number of automobiles in use by the residents of the property. All property owners or residents in the Subdivision owning or possessing trucks, trailers, campers, boats, motorcycles or motor homes which they desire to park in the Subdivision shall provide and use an enclosed garage for the storage of same when not in motion.

Section 21. Landscaping of Improved Lots: Within a reasonable length of time, not to exceed nine (9) months after completion of the dwelling, landscaping as approved by the Architectural Committee shall be completed.

Section 22. Driveways: Driveways must be paved with concrete or asphalt.

Section 23. Post Lantern: Each Lot Owner shall, upon actual occupancy of his Lot, install and maintain an electric post lantern within ten (10) feet of the intersection of his driveway and front Lot line. The lantern shall be illuminated during the hours of darkness and shall be equipped with an automatic control device for this purpose. The lantern shall be equipped with appropriate lights having an equivalent minimum of seventy-five (75) watts.

Section 24. Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Lot Owners shall endeavor to keep Lots clean of debris and waste materials so as to preserve a neat appearance in the Subdivision.

Section 25. Amendment: The Owners of legal title of record of two-thirds of the Lots in Lake Point shall have the authority at any time to amend any part of these restrictions, such restrictions, conditions, covenants, reservations, liens, or charges shall no longer be required under the provisions herein set forth.

Section 26. Enforcement: Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or

restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement of these restrictions and covenants, there shall be charged to the violating party, reasonable costs of litigation, including a reasonable attorney's fee.

Section 27. Severability: Invalidation of any one of these Covenants or Restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been executed by Developer of Lake Point.

Dated at Champaign, Illinois this 25th day of September, 1979.

LINCOLNSHIRE FIELDS, INC.

By:

Josef C. Hallbeck, President

Helen M. Hallbeck, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Josef C. Halfback and Helen M. Hallbeck, to me personally known to be President and Secretary, respectively, of Lincolnshire Fields, Inc. a corporation, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary, respectively, they signed, sealed, and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said corporation.

Given under my hand and Notarial Seal this 25th day of September, 1979.

Notary Public