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SANGAMON COUNTY  
ILLINOIS

95-12178

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*Mary Ann Samuel*  
RECORDER

COVENANTS AND RESTRICTIONS  
CRYSTAL LAKE ESTATES  
SANGAMON COUNTY, ILLINOIS

WHEREAS, DAVID W. BARNETT and MARYAN C. BARNETT, ("Developer-Owners") are the owners of all of the land described in the attached Exhibit A, which will be known as Plats No. 1, 2 and 3 of Crystal Lake Estates Subdivision (except Lot 8 of Plat No. 1), and

WHEREAS, it is desirable to secure the best use and improvement of the lots therein, and to protect the owner of such lots against such use of other lots therein as would depreciate the value of such property, and to prevent the erection of poorly designed or constructed buildings, and to make the best use of and preserve the natural beauty of said property and to locate the buildings thereon with regard to topographic features, and generally to provide for quality development of the subdivision; and

WHEREAS, to secure such objectives said owner desires to subject the lots in said subdivision to such restriction and covenants as will secure a proper development of said subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the aforesaid owner of said property hereby declares that all lots in said Crystal Lake Estates shall be sold, transferred and conveyed subject to the following covenants and restrictions:

1. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling of the split-level, tri-level, or ranch type construction or conventional type of construction not to exceed two stories in height, and attached garage not less than twenty-four (24) and not to exceed thirty-three (33) feet in width, and the property shall be used only for residential purposes or home occupation engaged in by the occupants of a residence not involving the conduct of a retail business as shall be incidental to such home occupation. Log homes will be permitted on Lots 11, 12, 13, 14, 15, 16, 17, 25 and 26 only, subject to same restrictions as other homes and Architectural Committee approval. This paragraph does not apply to Lot 18.
2. Ranch homes square footage is not less than 2,000 square feet. Two story or multi-level homes shall be at least 2,600 square feet with no less than 1,600 square feet on first floor. The above requirements are all reduced 200 square feet for Lots 1, 2 and 3.
3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee. Such plans shall be evaluated as to use of materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street line than the minimum building setback line unless similarly approved by the Committee. The Architectural Control Committee is composed of David and Maryan Barnett and Jeff Windmoeller. In the event of death or resignation of any members of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenants. The Committee's 000214

approval or disapproval shall be in writing. In the event that the members of said Committee or their representative or successors fail to approve or disapprove such design and location within thirty (30) days after building plans, specifications and plot plan have been submitted to the, or in any event, if no suit to enjoin the erection of such building or making of such alterations has been commenced prior to completion thereof, such approval will not be required and this covenant will be deemed to be fully met.

4. In no event shall any building be located closer than fifty (50) feet to the front lot line or nearer than fifteen (15) feet to an interior lot line, except that no dwelling shall be erected closer than thirty (30) feet to any adjacent dwelling, except that the location of buildings on corner lots shall be approved by the Committee.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continually by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
6. There is hereby created, an easement in favor of the Association for ingress and egress to inspect such property for alleged violations of the governing documents based on formal written complaints.
7. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done therein which may be or become an annoyance or a nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected or placed on any lot at any time, either temporarily or permanently. No owner, tenant, guest or other person shall park, store or keep upon any lot or common area any commercial vehicle, boat or other watercraft, motor home, trailer, camper, truck or other transportation devices of any kind other than passenger automobiles; provided however, that an owner or tenant may park such vehicles in the owner's garage. No owner shall repair or restore any vehicle of any kind upon any lot or common area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. Notwithstanding any provision heretofore stated in this section, the Board shall have the power and authority from time to time to adopt additional rules regarding the parking and storage of vehicles.
9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in said subdivision except dogs and cats, which may be kept only for pets. No dogs shall be kept on any lot until such lot is improved with an inhabitable house. Any such pet must be kept within the confines of the owner's lot or must be on a leash held by a person when allowed upon the common area.
11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
12. All weeds shall be kept cut on sold vacant lots and no such vacant lot shall be permitted to fall into an unsightly condition. No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition which shall be of the type and size designated by the Association, and provided further that such containers and rubbish shall not be permitted to remain in public view except on days of collection. All construction shall be diligently pursued to completion within a reasonable time.

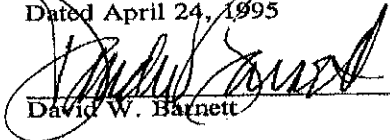
13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained on the exterior of any lot or common area without the prior written consent of the Architectural Control Committee.
14. Any driveway on said property shall be constructed of concrete or asphalt, and shall have a minimum width of fifteen (15) feet to a distance of not less than thirty (30) feet from the front of the garage. From that point, the driveway must be at least the width of the garage. The application of this paragraph to Lot 17 is limited to requiring an asphalt or concrete driveway for a distance of 190 feet from the street.
15. The aforesaid covenants shall run with the land and shall bind all persons and those claiming under them for twenty-five (25) years from the date of record of these covenants after which time said covenants shall be automatically extended for successive ten (10) year periods unless an instrument in writing executed by the record owners of a majority of lots in the subdivision shall have been recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois, agreeing to change or rescind said covenant in whole or in part, except that any amendment affecting Lot 18 must be consented to by the owners of Lot 18.
16. A not-for-profit Crystal Lake Homeowners Association will be formed after 60% of the lots planned for Plats No. 1, 2 and 3 have been sold. At that time, an initial \$100.00 fee will be due and payable to the Association by each lot owner. Developer-Owner will pay a total of \$100.00, regardless of the number of lots held by Developer-Owner. Thereafter, an annual membership fee of \$60.00 or such other amount set by the Board of the Association will be due on January 15 of each year. Membership allows each member and reasonable number of guests access to the lake and other designated common areas. Funds collected through dues will be deposited into an account designated as the Crystal Lake Owners Association. The board members of the Crystal Lake Owners Association will be composed of the Architectural Control Committee and three members elected by the Crystal Lake Owners Association. Election will be at a Owners Association meeting to be held every two years. Any member leaving the board can designate another member to finish their term on the board. Projects requiring the use of Association Funds will require a majority vote of the board.

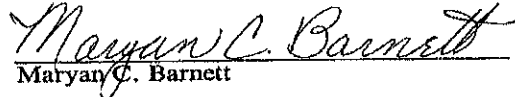
Sixty (60) days after the formation of the Crystal Lake Owners Association, the association will assume the responsibility of paying for the electricity and maintenance of the street lighting system. The Crystal Lake Owners Association will also assume the maintenance of the common area known as Lot #27. These tasks include, but are not limited to: Required inspection and maintenance of the dam, maintenance of the lake and shoreline, maintenance of common area improvements and other regular maintenance to this area as needed. Maintenance of the pedestrian easement on Lot #9 is also included. This can be done by whatever means the board deems necessary as long as each member pays the same amount. The Association may place a lien on property for nonpayment of dues. All aspects of this covenant which insure the upkeep are forever and are exempt from the time limits in #15.
17. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
18. Invalidation of any one or part of these covenants by judgment or other order shall not in any manner affect any of the other covenants, which shall remain in full force and effect.

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19. In the event that any owner of property in this subdivision shall resort to litigation to enforce any of these covenants, the owners of all other lots in the subdivision may be assessed a pro-rata share of the cost thereof, including attorney fees, but in no case to exceed \$40.00 per lot in any one case.
20. In the event an owner sells, mortgages, or executes a "contract for deed" of the owner's property, the owner will be required to give to the Association in writing the name of the purchaser, mortgagee of the property. No lot shall be re-subdivided nor shall a fractional part of any lot be sold. This paragraph does not apply to Lot 18.
21. All septic systems shall be installed and maintained by a designated contractor. The name of the contractor will be furnished by the developer at the time of closing. In the event that a perk test on any lot requires an aeration system, the homeowner will be required to have a maintenance contract providing for semi-annual inspections which shall be submitted to the Sangamon County Department of Public Health.
22. Each lot owner shall be responsible for all permits required to complete construction and connect driveway to roadway.
23. All mailboxes shall be uniform in design.
24. Watercraft permitted on the Lake (Lot 27) will be limited to those that are battery or human-powered. No watercraft with an internal combustion engine will be allowed on the Lake except for a maintenance boat operated by Developer or the Association.

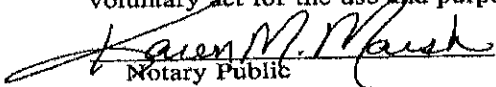
Dated April 24, 1995

  
 \_\_\_\_\_  
 David W. Barnett

  
 \_\_\_\_\_  
 Maryan C. Barnett

STATE OF Illinois  
 COUNTY OF Sangamon

Acknowledged and signed before me, a notary public, by David W. Barnett and Maryan C. Barnett, personally known to me to be the same persons whose names are subscribed above, as being executed as their free and voluntary act for the use and purposes set forth, including the release and waiver of the right to homestead.

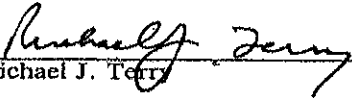
 Dated: 4/24/95, 19 95 (SEAL)  
 Notary Public

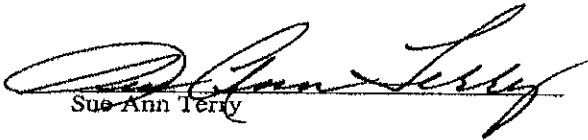


CONSENT TO NEW RESTRICTIVE COVENANTS  
CRYSTAL LAKE ESTATES  
SANGAMON COUNTY, ILLINOIS

Michael J. Terry and Sue Ann Terry, as owners of Lot 8, Crystal Lake Estates Subdivision, Plat No. 1, consent to and join in the adoption of new Restrictive Covenants dated April 24, 1995 for Crystal Lake Estates Subdivision.

Dated: April 24, 1995

  
\_\_\_\_\_  
Michael J. Terry

  
\_\_\_\_\_  
Sue Ann Terry

STATE OF Illinois  
COUNTY OF Sangamon

Acknowledged and signed before me, a notary public, by Michael J. Terry and Sue Ann Terry, personally known to me to be the same persons whose names are subscribed above, as being executed as their free and voluntary act for the use and purposes set forth.

  
\_\_\_\_\_  
Notary Public

Dated: 4/25/, 19 95



Part of the Northwest Quarter in Section 4, Township 15 North, Range 7 West of the Third Principal Meridian, described more particularly as follows:

Beginning at an iron pin marking the West Quarter Corner of the aforementioned Section 4, thence North 01 degrees 03 minutes 19 seconds East along the section line a distance of 1316.29 feet to an iron pin marking the Southwest Corner of the Northwest Quarter of the Northwest Quarter of said Section 4, thence continuing along the section line North 01 degrees 00 minutes 30 seconds East a distance of 1032.78 feet to a point in the centerline of Spring Creek, thence following the meanderings of Spring Creek along the following described centerline, beginning at the aforementioned point marking the beginning of a 95.00 foot radius curve to the right, thence Easterly along said curve having a long chord with a course of South 72 degrees 08 minutes 35 seconds East and a distance of 139.43 feet, thence South 24 degrees 55 minutes 59 seconds East a distance of 117.58 feet to the beginning of a 120.00 foot radius curve to the left, thence Easterly along said curve having a long chord with a course of North 89 degrees 07 minutes 22 seconds East and a distance of 219.16 feet, thence North 23 degrees 10 minutes 42 seconds East a distance of 90.76 feet to the beginning of a 100.00 foot radius curve to the left, thence Northerly along said curve having a long chord with a course of North 15 degrees 39 minutes 32 seconds East and a distance of 26.17 feet, thence North 08 degrees 08 minutes 22 seconds East a distance of 102.70 feet to the beginning of a 75.00 foot radius curve to the right, thence Northeasterly along said curve having a long chord with a course of North 62 degrees 09 minutes 00 seconds East and a distance of 121.37 feet, thence South 63 degrees 50 minutes 22 seconds East a distance of 25.53 feet to the beginning of a 100.00 foot radius curve to the right, thence Southeasterly along said curve having a long chord with a course of South 50 degrees 53 minutes 25 seconds East and a distance of 44.82 feet, thence South 37 degrees 56 minutes 28 seconds East a distance of 63.30 feet to the beginning of a 45.00 foot radius curve to the left, thence Easterly along said curve having a long chord with a course of North 85 degrees 54 minutes 43 seconds East and a distance of 74.74 feet, thence North 29 degrees 45 minutes 53 seconds East a distance of 162.61 feet to the beginning of a 100.00 foot radius curve to the right, thence Northeasterly along said curve having a long chord with a course of North 44 degrees 37 minutes 07 seconds East and a distance of 51.27 feet, thence North 59 degrees 28 minutes 22 seconds East a distance of 54.86 feet to the beginning of a 55.00 foot radius curve to the left, thence Northerly along said curve having a long chord with a course of North 24 degrees 57 minutes 28 seconds East and a distance of 62.33 feet, thence North 09 degrees 33 minutes 26 seconds West a distance of 83.23 feet to the beginning of a 55.00 foot radius curve to the right, thence Northeasterly along said curve having a long chord with a course of North 33 degrees 38 minutes 59 seconds East and a distance of 75.31 feet to the beginning of a 800.00 foot radius curve to the right, thence Easterly along said curve having a long chord with a course of North 85 degrees 08 minutes 36 seconds East and a distance of 230.65 feet to the point of terminus of the aforementioned centerline, thence South 00 degrees 20 minutes 23 seconds West a distance of 1368.18 feet to an iron pipe, thence North 89 degrees 53 minutes 16 seconds West a distance of 186.85 feet to an iron pipe, thence South 45 degrees 10 minutes 17 seconds West a distance of 70.00 feet to an iron pipe marking the beginning of a 65.00 foot radius curve to the right, thence Southeasterly along said curve having a long chord with a course of South 22 degrees 19 minutes 40 seconds East and a distance of

EXHIBIT A

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49.75 feet to an iron pipe, thence South 00 degrees 10 minutes 23 seconds West a distance of 40.90 feet to an iron pipe, thence North 89 degrees 39 minutes 37 seconds West a distance of 247.93 feet, thence South 36 degrees 42 minutes 17 seconds West a distance of 159.45 feet, thence South 58 degrees 07 minutes 15 seconds West a distance of 127.39 feet, thence South 51 degrees 07 minutes 46 seconds West a distance of 56.22 feet, thence South 18 degrees 32 minutes 27 seconds West a distance of 50.43 feet, thence South 23 degrees 43 minutes 58 seconds East a distance of 182.84 feet, thence South 51 degrees 13 minutes 34 seconds East a distance of 43.14 feet, thence North 78 degrees 57 minutes 58 seconds East a distance of 71.81 feet, thence South 62 degrees 08 minutes 11 seconds East a distance of 21.04 feet, thence South 11 degrees 05 minutes 55 seconds East a distance of 18.88 feet, thence South 02 degrees 56 minutes 23 seconds West a distance of 34.23 feet, thence South 27 degrees 34 minutes 28 seconds West a distance of 45.88 feet, thence South 11 degrees 36 minutes 50 seconds West a distance of 43.09 feet, thence South 21 degrees 43 minutes 29 seconds East a distance of 153.12 feet, thence South 35 degrees 27 minutes 15 seconds East a distance of 300.62 feet, thence South 56 degrees 03 minutes 42 seconds East a distance of 36.85 feet, thence South 80 degrees 21 minutes 39 seconds East a distance of 121.43 feet, thence North 89 degrees 47 minutes 48 seconds East a distance of 296.48 feet, thence South 00 degrees 41 minutes 04 seconds East a distance of 288.78 feet to an iron pipe on the quarter section line, thence North 89 degrees 32 minutes 27 seconds West along the quarter section line a distance of 51.06 feet to an iron pipe, thence North 00 degrees 12 minutes 12 seconds West a distance of 50.00 feet to an iron pipe, thence North 89 degrees 32 minutes 27 seconds West a distance of 119.62 feet to an iron pipe marking the beginning of a 230.00 foot radius curve to the left, thence Southwesterly along said curve having a long chord with a course of South 78 degrees 02 minutes 38 seconds West and a distance of 98.90 feet to an iron pipe marking the beginning of a 300.00 foot radius curve to the right, thence Southwesterly along said curve with a long chord having a course of South 78 degrees 02 minutes 38 seconds West and a distance of 129.00 feet to an iron pipe, thence South 00 degrees 12 minutes 12 seconds East a distance of 1.00 feet to an iron pipe on the quarter section line, thence North 89 degrees 32 minutes 27 seconds West along the quarter section line a distance of 946.39 feet to the point of beginning. Said tract contains 54.615 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is North 01 degrees 03 minutes 19 seconds East along the section line.

sr/ 04/19/94

EXHIBIT A-2

Returns to Bell

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12/20/2004 03:22PM

SANGAMON COUNTY  
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PATTY

MARY ANN LAMM  
SANGAMON COUNTY RECORDER

**COVENANTS AND RESTRICTIONS  
CRYSTAL LAKE ESTATES  
SANGAMON COUNTY, ILLINOIS**

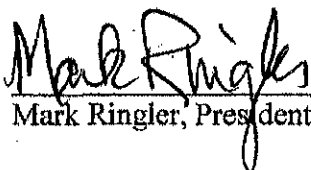
**WHEREAS**, a majority of the homeowners in The Crystal Lake Estates have voted in favor of amendments to the following Covenants and Restrictions in accordance with the Covenants and Restrictions and Bylaws of Crystal Lake Association, Inc. this December 16, 2004; and

**WHEREAS**, Section 8, the parking and storage of vehicles has been amended herein by a majority of the record owners of the Crystal Lake Homeowner's Association as provided in Section 8 of the Covenants and Restrictions dated April 24, 1995; and

**WHEREAS**, all previous Covenants and Restrictions of the Crystal Lake Homeowner's Association shall and are hereby superceded by this amended Covenants and Restrictions dated this December 16, 2004; and

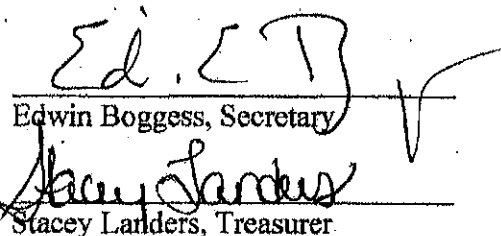
**WHEREAS**, the following Covenants and Restrictions of the Crystal Lake Estates, Sangamon County, Illinois are hereby amended this December 16, 2004, and shall be interpreted and enforced as follows:

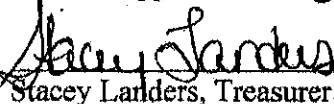
Adopted by the Board of Directors on this 16<sup>th</sup> day of December, 2004.  
Approved and adopted by a majority of the record Homeowners of the Crystal Lake Estates.

  
Mark Ringler, President

Vice President (Vacant)

  
Darin Rogers, Member at Large

  
Edwin Boggess, Secretary

  
Stacey Landers, Treasurer

PREPARED BY:

Crystal Lake Homeowner's Association Board

P.O. Box 256

New Berlin, Illinois 62670

Ret:

000756



COVENANTS AND RESTRICTIONS  
CRYSTAL LAKE ESTATES  
SANGAMON COUNTY, ILLINOIS

WHEREAS, DAVID W. BARNETT and MARYAN C. BARNETT, ("Developer-Owners") are the owners of all of the land described in the attached Exhibit A, which will be known as Plats No. 1, 2 and 3 of Crystal Lake Estates Subdivision (except Lot 8 of Plat No. 1), and

WHEREAS, it is desirable to secure the best use and improvement of the lots therein, and to protect the owner of such lots against such use of other lots therein as would depreciate the value of such property, and to prevent the erection of poorly designed or constructed buildings, and to make the best use of and preserve the natural beauty of said property and to locate the buildings thereon with regard to topographic features, and generally to provide for quality development of the subdivision; and

WHEREAS, to secure such objectives said owner desires to subject the lots in said subdivision to such restriction and covenants as will secure a proper development of said subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the aforesaid owner of said property hereby declares that all lots in said Crystal Lake Estates shall be sold, transferred and conveyed subject to the following covenants and restrictions:

1. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling of the split-level, tri-level, or ranch type construction or conventional type of construction not to exceed two stories in height, and attached garage not less than twenty-four (24) and not to exceed thirty-three (33) feet in width, and the property shall be used only for residential purposes or home occupation engaged in by the occupants of a residence not involving the conduct of a retail business as shall be incidental to such home occupation. Log homes will be permitted on Lots 11, 12, 13, 14, 15, 16, 17, 25 and 26 only, subject to same restrictions as other homes and Architectural Committee approval. This paragraph does not apply to Lot 18.
2. Ranch homes square footage is not less than 2,000 square feet. Two story or multi-level homes shall be at least 2,600 square feet with no less than 1,600 square feet on first floor. The above requirements are all reduced 200 square feet for Lots 1, 2 and 3.
3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee. Such plans shall be evaluated as to use of materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street line than the minimum building setback line unless similarly approved by the Committee. The Architectural Control Committee is composed of David and Maryan Barnett and Jeff Windmoeller. In the event of death or resignation of any members of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenants. The Committee's ~~000757~~

approval or disapproval shall be in writing. In the event that the members of said Committee or their representative or successors fail to approve or disapprove such design and location within thirty (30) days after building plans, specifications and plot plan have been submitted to the, or in any event, if no suit to enjoin the erection of such building or making of such alterations has been commenced prior to completion thereof, such approval will not be required and this covenant will be deemed to be fully met.

4. In no event shall any building be located closer than fifty (50) feet to the front lot line or nearer than fifteen (15) feet to an interior lot line, except that no dwelling shall be erected closer than thirty (30) feet to any adjacent dwelling, except that the location of buildings on corner lots shall be approved by the Committee.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continually by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
6. There is hereby created, an easement in favor of the Association for ingress and egress to inspect such property for alleged violations of the governing documents based on formal written complaints.
7. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done therein which may be or become an annoyance or a nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected or placed on any lot at any time, either temporarily or permanently. No owner, tenant, guest or other person shall park, store or keep upon any lot or common area any commercial vehicle, boat or other watercraft, motor home, trailer, camper, truck or other transportation devices of any kind other than passenger automobiles; provided however, that an owner or tenant may park such vehicles in the owner's garage. Exempted are SUV's and 3/4 ton or less rated pickup trucks designed to carry cargo in its rear bed, provided that only one SUV or pickup truck that contains no cargo, ladder racks, tanks, or other materials or objects in the rear bed is parked on the residents property outside the garage at one time. No owner shall repair or restore any vehicle of any kind upon any lot or common area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. Notwithstanding any provision heretofore stated in this section, the Board shall have the power and authority from time to time to adopt additional rules regarding the parking and storage of vehicles.
9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in said subdivision except dogs and cats, which may be kept only for pets. No dogs shall be kept on any lot until such lot is improved with an inhabitable house. Any such pet must be kept within the confines of the owner's lot or must be on a leash held by a person when allowed upon the common area.
11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
12. All weeds shall be kept cut on sold vacant lots and no such vacant lot shall be permitted to fall into an unsightly condition. No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition which shall be of the type and size designated by the Association, and provided further that such containers and rubbish shall not be permitted to remain in public view except on days of collection. All construction shall be diligently pursued to completion within a reasonable time.

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No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained on the exterior of any lot or common area without the prior written consent of the Architectural Control Committee.

14. Any driveway on said property shall be constructed of concrete or asphalt, and shall have a minimum width of fifteen (15) feet to a distance of not less than thirty (30) feet from the front of the garage. From that point, the driveway must be at least the width of the garage. The application of this paragraph to Lot 17 is limited to requiring an asphalt or concrete driveway for a distance of 190 feet from the street.
15. The aforesaid covenants shall run with the land and shall bind all persons and those claiming under them for twenty-five (25) years from the date of record of these covenants after which time said covenants shall be automatically extended for successive ten (10) year periods unless an instrument in writing executed by the record owners of a majority of lots in the subdivision shall have been recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois, agreeing to change or rescind said covenant in whole or in part, except that any amendment affecting Lot 18 must be consented to by the owners of Lot 18.
16. A not-for-profit Crystal Lake Homeowners Association will be formed after 60% of the lots planned for Plats No. 1, 2 and 3 have been sold. At that time, an initial \$100.00 fee will be due and payable to the Association by each lot owner. Developer-Owner will pay a total of \$100.00, regardless of the number of lots held by Developer-Owner. Thereafter, an annual membership fee of \$60.00 or such other amount set by the Board of the Association will be due on January 15 of each year. Membership allows each member and reasonable number of guests access to the lake and other designated common areas. Funds collected through dues will be deposited into an account designated as the Crystal Lake Owners Association. The board members of the Crystal Lake Owners Association will be composed of the Architectural Control Committee and three members elected by the Crystal Lake Owners Association.

Election will be at a Owners Association meeting to be held every two years. Any member leaving the board can designate another member to finish their term on the board. Projects requiring the use of Association Funds will require a majority vote of the board.

Sixty (60) days after the formation of the Crystal Lake Owners Association, the association will assume the responsibility of paying for the electricity and maintenance of the street lighting system. The Crystal Lake Owners Association will also assume the maintenance of the common area known as Lot #27. These tasks include, but are not limited to: Required inspection and maintenance of the dam, maintenance of the lake and shoreline, maintenance of common area improvements and other regular maintenance to this area as needed. Maintenance of the pedestrian easement on Lot #9 is also included. This can be done by whatever means the board deems necessary as long as each member pays the same amount. The Association may place a lien on property for nonpayment of dues. All aspects of this covenant which insure the upkeep are forever and are exempt from the time limits in #15.

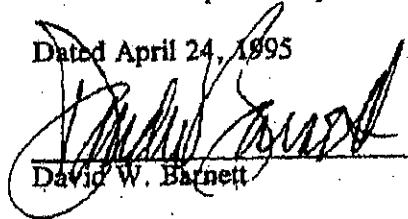
17. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
18. Invalidation of any one or part of these covenants by judgment or other order shall not in any manner affect any of the other covenants, which shall remain in full force and effect.

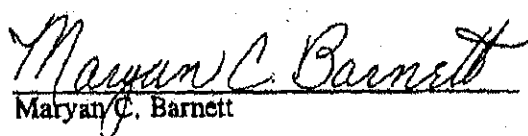
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19. In the event that any owner of property in this subdivision shall resort to litigation to enforce any of these covenants, the owners of all other lots in the subdivision may be assessed a pro-rata share of the cost thereof, including attorney fees, but in no case to exceed \$40.00 per lot in any one case.
20. In the event an owner sells, mortgages, or executes a "contract for deed" of the owner's property, the owner will be required to give to the Association in writing the name of the purchaser, mortgagee of the property. No lot shall be re-subdivided nor shall a fractional part of any lot be sold. This paragraph does not apply to Lot 18.
21. All septic systems shall be installed and maintained by a designated contractor. The name of the contractor will be furnished by the developer at the time of closing. In the event that a perk test on any lot requires an aeration system, the homeowner will be required to have a maintenance contract providing for semi-annual inspections which shall be submitted to the Sangamon County Department of Public Health.
22. Each lot owner shall be responsible for all permits required to complete construction and connect driveway to roadway.
23. All mailboxes shall be uniform in design.
24. Watercraft permitted on the Lake (Lot 27) will be limited to those that are battery or human-powered. No watercraft with an internal combustion engine will be allowed on the Lake except for a maintenance boat operated by Developer or the Association.

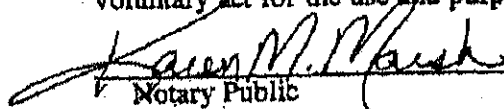
Dated April 24, 1995

  
 \_\_\_\_\_  
 David W. Barnett

  
 \_\_\_\_\_  
 Maryan C. Barnett

STATE OF Illinois  
 COUNTY OF Sangamon

Acknowledged and signed before me, a notary public, by David W. Barnett and Maryan C. Barnett, personally known to me to be the same persons whose names are subscribed above, as being executed as their free and voluntary act for the use and purposes set forth, including the release and waiver of the right to homestead.

 Dated: 4/24/95, 19 95 (SEAL)  
 Notary Public



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Part of the Northwest Quarter in Section 4, Township 15 North, Range 7 West of the Third Principal Meridian, described more particularly as follows:

Beginning at an iron pin marking the West Quarter Corner of the aforementioned Section 4, thence North 01 degrees 03 minutes 19 seconds East along the section line a distance of 1316.29 feet to an iron pin marking the Southwest Corner of the Northwest Quarter of the Northwest Quarter of said Section 4, thence continuing along the section line North 01 degrees 00 minutes 30 seconds East a distance of 1032.78 feet to a point in the centerline of Spring Creek, thence following the meanderings of Spring Creek along the following described centerline, beginning at the aforementioned point marking the beginning of a 95.00 foot radius curve to the right, thence Easterly along said curve having a long chord with a course of South 72 degrees 08 minutes 35 seconds East and a distance of 139.43 feet, thence South 24 degrees 55 minutes 59 seconds East a distance of 117.58 feet to the beginning of a 120.00 foot radius curve to the left, thence Easterly along said curve having a long chord with a course of North 89 degrees 07 minutes 22 seconds East and a distance of 219.16 feet, thence North 23 degrees 10 minutes 42 seconds East a distance of 90.76 feet to the beginning of a 100.00 foot radius curve to the left, thence Northerly along said curve having a long chord with a course of North 15 degrees 39 minutes 32 seconds East and a distance of 26.17 feet, thence North 08 degrees 08 minutes 22 seconds East a distance of 102.70 feet to the beginning of a 75.00 foot radius curve to the right, thence Northeasterly along said curve having a long chord with a course of North 62 degrees 09 minutes 00 seconds East and a distance of 121.37 feet, thence South 63 degrees 50 minutes 22 seconds East a distance of 25.53 feet to the beginning of a 100.00 foot radius curve to the right, thence Southeasterly along said curve having a long chord with a course of South 50 degrees 53 minutes 25 seconds East and a distance of 44.82 feet, thence South 37 degrees 56 minutes 28 seconds East a distance of 63.30 feet to the beginning of a 45.00 foot radius curve to the left, thence Easterly along said curve having a long chord with a course of North 85 degrees 54 minutes 43 seconds East and a distance of 74.74 feet, thence North 29 degrees 45 minutes 53 seconds East a distance of 162.61 feet to the beginning of a 100.00 foot radius curve to the right, thence Northeasterly along said curve having a long chord with a course of North 44 degrees 37 minutes 07 seconds East and a distance of 51.27 feet, thence North 59 degrees 28 minutes 22 seconds East a distance of 54.86 feet to the beginning of a 55.00 foot radius curve to the left, thence Northerly along said curve having a long chord with a course of North 24 degrees 57 minutes 28 seconds East and a distance of 62.33 feet, thence North 09 degrees 33 minutes 26 seconds West a distance of 83.23 feet to the beginning of a 55.00 foot radius curve to the right, thence Northeasterly along said curve having a long chord with a course of North 33 degrees 38 minutes 59 seconds East and a distance of 75.31 feet to the beginning of a 800.00 foot radius curve to the right, thence Easterly along said curve having a long chord with a course of North 85 degrees 08 minutes 36 seconds East and a distance of 230.65 feet to the point of terminus of the aforementioned centerline, thence South 00 degrees 20 minutes 23 seconds West a distance of 1368.18 feet to an iron pipe, thence North 89 degrees 53 minutes 16 seconds West a distance of 186.85 feet to an iron pipe, thence South 45 degrees 10 minutes 17 seconds West a distance of 70.00 feet to an iron pipe marking the beginning of a 65.00 foot radius curve to the right, thence Southeasterly along said curve having a long chord with a course of South 22 degrees 19 minutes 40 seconds East and a distance of

EXHIBIT A

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49.75 feet to an iron pipe, thence South 00 degrees 10 minutes 23 seconds West a distance of 40.90 feet to an iron pipe, thence North 89 degrees 39 minutes 37 seconds West a distance of 247.93 feet, thence South 36 degrees 42 minutes 17 seconds West a distance of 159.45 feet, thence South 58 degrees 07 minutes 15 seconds West a distance of 127.39 feet, thence South 51 degrees 07 minutes 46 seconds West a distance of 56.22 feet, thence South 18 degrees 32 minutes 27 seconds West a distance of 50.43 feet, thence South 23 degrees 43 minutes 58 seconds East a distance of 182.84 feet, thence South 51 degrees 13 minutes 34 seconds East a distance of 43.14 feet, thence North 78 degrees 57 minutes 58 seconds East a distance of 71.81 feet, thence South 62 degrees 08 minutes 11 seconds East a distance of 21.04 feet, thence South 11 degrees 05 minutes 55 seconds East a distance of 18.88 feet, thence South 02 degrees 56 minutes 23 seconds West a distance of 34.23 feet, thence South 27 degrees 34 minutes 28 seconds West a distance of 45.88 feet, thence South 11 degrees 36 minutes 50 seconds West a distance of 43.09 feet, thence South 21 degrees 43 minutes 29 seconds East a distance of 153.12 feet, thence South 35 degrees 27 minutes 15 seconds East a distance of 300.62 feet, thence South 56 degrees 03 minutes 42 seconds East a distance of 36.85 feet, thence South 30 degrees 21 minutes 39 seconds East a distance of 121.43 feet, thence North 89 degrees 47 minutes 48 seconds East a distance of 296.48 feet, thence South 00 degrees 41 minutes 04 seconds East a distance of 288.78 feet to an iron pipe on the quarter section line, thence North 89 degrees 32 minutes 27 seconds West along the quarter section line a distance of 51.06 feet to an iron pipe, thence North 00 degrees 12 minutes 12 seconds West a distance of 50.00 feet to an iron pipe, thence North 89 degrees 32 minutes 27 seconds West a distance of 119.62 feet to an iron pipe marking the beginning of a 230.00 foot radius curve to the left, thence Southwesterly along said curve having a long chord with a course of South 78 degrees 02 minutes 38 seconds West and a distance of 98.90 feet to an iron pipe marking the beginning of a 300.00 foot radius curve to the right, thence Southwesterly along said curve with a long chord having a course of South 78 degrees 02 minutes 38 seconds West and a distance of 129.00 feet to an iron pipe, thence South 00 degrees 12 minutes 12 seconds East a distance of 1.00 feet to an iron pipe on the quarter section line, thence North 89 degrees 32 minutes 27 seconds West along the quarter section line a distance of 946.39 feet to the point of beginning. Said tract contains 54.615 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is North 01 degrees 03 minutes 19 seconds East along the section line.

ref 04/19/94

EXHIBIT A-2

Return to Bell

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