

*DECLARATION*

PEORIA COUNTY

This Document  
Prepared by  
BENCKENDORF &  
BENCKENDORF, P.C.  
101 NE Randolph Ave.  
Peoria, IL 61606

Mail to: \_\_\_\_\_  
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***DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAKE OF THE WOODS ESTATES***

Lake of the Woods Homeowners Association (hereinafter referred to as the "Association"), pursuant to its power as successor in interest to Jenn Development and Construction Corp. to alter or amend the Declarations of Restrictions previously set forth and recorded against the Lake of the Woods Estates Subdivision, Peoria County, Illinois, and all extensions thereof, hereby amends all prior Declarations of Restrictions to read as follows:

This declaration is made to encompass the provisions of all prior recorded declarations and provide a single comprehensive declaration for the Lake of the Woods Subdivision, including all extensions thereof. For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting the subdivision, declarant states that all of the real property described herein and each part of it will be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which will constitute covenants running with the land and will be binding on all parties having any right, title, or interest in the property described above or any part of it, their heirs, successors, and assigns, and will inure to the benefit of each owner, for the period hereafter set forth.

***Article I.  
Definitions***

1. "Association" means and refers to the Lake of the Woods Homeowners Association, its successors and assigns, which is the successor in interest to Proprietor.

2. "Lake of the Woods Estates" means the Lake of the Woods Estates subdivision in Peoria County, Illinois, including the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Extensions thereof and any future extensions thereof.

3. "Lot" means any plot of land shown on the recorded subdivision maps of Lake of the Woods Estates.

4. "Member" means every person or entity that holds membership in the association.

5. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and includes contract sellers, but does not include those holding title merely as security for performance of an obligation.

6. "Proprietor" means Jenn Development and Construction Corp., and includes its successor in interest, the Association.

7. "Subdivision" means the subdivided real property described herein as Lake of the Woods Estates and additions to it that may be brought within the jurisdiction of the Association as provided herein.

## ***Article II.***

### ***Membership in Association; Voting Rights***

1. Every Owner of a Lot shall be a Member of the Association, and membership will be appurtenant to and may not be separated from ownership of a Lot. As Members, said owners shall be subject to the rules, regulations and assessments of the Association, provided said rules, regulations and assessments are properly enacted under the bylaws of the Association. Lot residents who are not Lot Owners are not Members, but are subject to the regulations set forth herein and the rules and regulations of the Association.

2. The Association will have one class of voting members as follows: Members will all be Owners and will be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all persons of this type will be Members and the vote for the Lot will be exercised as they may determine among themselves. In no event will more than one vote be cast with respect to any Lot owned by Members.

## ***Article III.***

### ***Assessments***

1. *Assessments.* The Owner of each Lot shall pay all other assessments duly leveled by the Association pursuant to the Association Bylaws.

2. *Collection of Assessments.* In addition to any penalties provided for in the Association Bylaws, any assessment not paid within 30 days after the due date will be deemed in default and will bear interest from the due date at the rate of 9% per annum. Any Owner in default shall be responsible for reasonable attorney fees and costs incurred by the Association in collection of the amount due. The Association may bring an action at law against the Owner

personally obligated to pay the same, or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for here by nonuse of any common area or abandonment of the Owner's Lot.

3. *Subordination of Assessment Lien to Mortgages.* The assessment lien provided for herein will be subordinate to the lien of any first mortgage. A sale or transfer of any Lot will not affect the assessment lien or relieve the Lot from liability for any assessments becoming due afterwards.

#### ***Article IV. Property Rights***

1. *Prohibited Acts Regarding Lake.* The Owner or Owners of said Lots are prohibited from doing, or permitting or suffering any members of their family or guests from doing, the following:

- a. Performing any act or thing which causes or tends to cause contamination or pollution of the water in the lake located in said Subdivision;
- b. Operating any boat operated by a combustible motor on the lake; however, the Association and its representatives are allowed to operate a motorboat on the lake for maintenance or other necessary uses authorized by the Association;
- c. Stocking fish in said lake, without the written consent of the Association or using minnows as bait while fishing in said lake;
- d. Erecting any permanent or temporary structure on common property owned by the Association without written permission from the Association; and
- e. Disposal of pollutants in the Subdivision sewage system, streets or storm drains. Any Owner found in violation of this provision shall be held liable for (i) removal of the pollutant; (ii) proper disposal of the pollutant; and (3) restoration of the polluted property to its original use.

2. *Owners' Easements of Enjoyment of Lake.*

a. Owners and residents, together with their family members and guests, shall enjoy the right and privilege to use said lake for reasonable recreational purposes, as long as said Owners are in good standing with the Association and each said persons displays a lake use tag, as provided by the Association, while utilizing the lake. All guests must remain in the company of the Owner or resident at whose invitation they are using the lake.

b. With Association approval, Owners may construct piers not to exceed fifteen (15) feet in length, unless otherwise allowed by the Association, provided that the same is kept in a good state of repair and painted or stained. If, after written notice from the Association as provided in the Bylaws, the Owner fails to repair a pier that has not been maintained, the Association may contract for the repair or removal of such pier, and the Owner shall be responsible for all costs of such repair or removal, including reasonable attorney fees and court costs incurred in the collection of such costs.

c. Owners of the Lots covered by the lake, their successors and assigns, shall grant an easement limited to that part of their lot covered by the lake, to the Owners and

residents of other Lots in the Subdivision together with their immediate families for reasonable recreational purposes.

d. Access to the lake will be for the use by the Owners and residents of any Lots in the Subdivision, together with their family members and guests is allowed over Lot 218A in Lake of the Woods Estates Sixth Extension and Lot 165A in Lake of the Woods Estates Seventh Extension.

e. The Association or its representatives shall have the authority to remove from or otherwise deny access to the lake to any person who shall violate the lake restrictions contained herein or those posted rules and regulations governing lake use.

3. *Other Easements.* Easements as shown on the final plats of said Subdivision are reserved for the use of the subdividers and the utility companies to install, lay, construct, renew, operate, and maintain pipes, conduits, cables, poles and wires, either overhead or underground, with all necessary braces, guys, anchors and other appliances for the purposes of serving the said Subdivision and the adjoining property with water, gas, electric and telephone service, including the right to use the streets where necessary, and to overhang or bury under all lots, with service wires to serve adjacent lots, together with the right to enter upon the lots to install, lay construct, renew, operate and maintain said pipes, conduits, cables, poles, wires, braces, guys, anchors and other appliances, and to trim and keep trimmed any trees, shrubs or saplings which interfere with said public utility equipment. Said easements may also be used for sanitary sewers, manholes, lift stations, storm sewers and storm water ditches. No permanent buildings or trees shall be placed on said easements, but same may be used for gardens, shrubs and other purposes which do not interfere with the use of said easements.

4. *No Partition.* There will be no judicial partition of that portion of the Lots covered by the lake, nor will the Association, or any owner or any other person acquiring any interest in the Subdivision or any part of it, seek judicial partition of it. However, nothing contained here will be construed to prevent judicial partition of any lot owned in co-tenancy.

5. *Release of Liability.* The Association, Owners of Lots adjacent to the lake, their successors or assigns, shall in no way be held liable for any tortious act, including misfeasance, nonfeasance and malfeasance, regarding the lake in said Subdivision.

#### *Article V.* *Use Restrictions*

The Subdivision may be occupied and used only as follows:

1. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Subdivision, except that each Lot may have up to three, in aggregate total, dogs, cats, or other household pets, provided they are not kept, bred or maintained for any commercial purpose. All household pets must be properly restrained at all times, and any outdoor household pet shelters must be placed in the rear yard of the Lot.

2. The construction of residence on Lots in this Subdivision shall be governed by the following specifications:

a. No residence shall be erected or maintained outside of the building lines as shown on the recorded plat of the Subdivision. For the purpose of this restriction, eaves, steps and open porches shall not be considered as part of a residence.

b. The living area of residences to be built on all residential lots exclusive of porches, breezeways and garages, shall not be less than:

Original Subdivision and 1 <sup>st</sup> and 2 <sup>nd</sup> Extensions	1,000 sq. ft.
3 <sup>rd</sup> , 4 <sup>th</sup> and 10 <sup>th</sup> Extensions	1,200 sq. ft.
5 <sup>th</sup> , 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> and 9 <sup>th</sup> Extensions	1,300 sq. ft.

The Association shall determine the minimum required square footage for any subsequent extensions. There shall be no basement houses or garage houses. The approval of such plans by the Proprietor, or its designated representatives, shall be sufficient evidence that such plans are in compliance with this paragraph.

c. No wallboard, sheet metal, tarpaper, or roofing paper and no material other than new material shall be used for any exterior wall covering or roof. Any building on Lots shall be finished within one year after commencement of construction.

d. No structure, outbuilding, swimming pool, solar panel, satellite dish or antenna shall be erected, placed or altered on any Lot in this Subdivision until the building plans and plot plans showing location of such structure have been approved in writing by the Association. Said plans should show conformity and harmony of exterior design existing structures in the Subdivision. Grade and location of said buildings on Lots should also be approved. These plans must be approved prior to the commencement of the erection of any building. In the event the Association fails to approve or disapprove such design and location with thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Non-conforming structures in place at the time of the adoption of this declaration and in conformance with the prior controlling restrictions shall be exempt.

e. No trailer, recreational vehicle, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence temporarily or permanently. No structure shall be occupied as a residence until the exterior of such residence is completed pursuant to the approved plans.

f. All outlets for sanitary sewage waste shall be connected with the sanitary sewer.

g. No material excavated by reason of building or other construction shall be removed from the Subdivision, except with prior approval of the Association. Any

excess dirt or debris must be deposited at such place in the Subdivision as the Association designates. No fills or embankments shall be made within the Subdivision of materials other than earth, gravel, stone or treated lumber, or without prior approval of the Association.

h. No trees six inches in diameter or more, other than dead or diseased trees, shall be destroyed or removed without the written approval of the Association. Any dead or diseased tree located within 50 feet of a residence or outbuilding must be removed by the Owner on whose Lot the tree is located within one year from receipt of written notice from the Association demanding removal.

i. All residences on Lots in the original subdivision and 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Extensions shall have an attached garage or built-in garage, with room for a minimum of one car, and with a driveway. All residences on Lots in the 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> Extensions shall have an attached garage or built-in garage, with room for a minimum of two cars, and with a driveway. Where curbs and gutters exist, all driveways shall be constructed of concrete, brick, blacktop or epoxy material, with that portion of the driveway extending from the roadway to the interior line of the sidewalk being constructed of concrete only. Sidewalks that run parallel to the street and are designed for public use shall be composed of concrete only and shall conform with the applicable ordinances regarding depth and consistency.

3. No intoxicating liquor shall be manufactured or sold in any residential Lot in the Subdivision, and no noxious or offensive trade or activity shall be carried on upon any Lot.

4. All Owners shall maintain their property. This maintenance shall consist of the exercise of reasonable care to keep buildings, driveways, sidewalks, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping further means the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth. No refuse, garbage, ashes, waste, debris, or any offensive substance or material shall be kept or allowed to remain on the Subdivision premises, except temporarily in adequate containers suitable for that purpose. Disposal of the same shall be at Owners' expense and dumping shall be prohibited within the Subdivision. If, after written notice from the Association as provided in the Bylaws, the Owner fails to correct a maintenance deficiency, the Association may contract for the performance of such maintenance, and the Owner shall be responsible for all costs of such maintenance, including reasonable attorney fees and court costs incurred in the collection of such costs.

5. No trucks (other than pick-up trucks for personal use), heavy-duty commercial vehicles, light-duty commercial vehicles, trailers, campers, or vehicles other than passenger cars or vans may be parked or maintained in said Subdivision unless they are kept in garages of said Owners or occupants or except as necessarily incidental to the development and maintenance of the Subdivision or to construction of the buildings and structures on the property. No new or used construction materials or supplies, junk, wrecked or unused machinery shall be kept or allowed to remain on the Subdivision premises except inside the buildings. No inoperative cars

or boats may be parked on the roadways or driveways in the Subdivision, or where they can be seen from the street. There shall be no extended overnight parking on the roadways in the Subdivision by any vehicle. For purposes of this paragraph, any overnight parking in excess of one week shall be deemed extended overnight parking.

6. No sign of any kind shall be displayed to public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent, with the following exceptions:

- a. Open house signage may be displayed between the hours of 5:00 p.m. Thursday and 5:00 p.m. Sunday.
- b. Construction or renovation signage may be displayed during the course of such construction or renovation, and must be removed immediately upon completion of such construction or renovation.

7. No storm or surface water shall be diverted or connected to the sewage system through downspouts or otherwise.

8. Without the prior approval having been granted in writing by the Association, no enclosures or fences shall be constructed along the approximate borderline of any Lot which would exceed six feet in height. No fence or wall shall be erected or altered at a place nearer to the street than the minimum building set back line, unless similarly approved. No fences or enclosures shall be erected on the frontage of any Lot, being the address side of the Lot.

9. No Lot or Lots as platted shall be divided so as to result in creating additional Lot(s), except by a majority vote of all Members of the Association at a special meeting duly called for such purpose as outlined in the Association Bylaws.

10. All Lots in said Subdivision shall have installed an operative outside yard light controlled by a photoelectric cell, or timer, so as to be turned on at sunset and turned off at sunrise. Gas lights are permitted only with the written approval of the Association. Said light is to be placed on the front of each residence and shall have a minimum lumen equivalent of a 40 Watt bulb.

11. Door to door solicitation within the Subdivision is prohibited except for solicitation by organizations that are units of government or parts thereof or non-profit organizations qualified pursuant to Section 501(c)(3) of the Internal Revenue Code.

## ***Article VI.***

### ***General Provisions***

1. *Enforcement.* The Association or any Member in good standing has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges imposed by the provisions of this declaration now or in the future. Failure by the Association or by any Owner to enforce any covenant or restriction contained here will in no event be deemed a waiver of the right to do so in the future.

2. *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions, which will remain in full force and effect.

3. *Amendments.* These restrictions may be altered or amended, in whole or in part at any time by the Proprietor, its assignee or successor in interest as the proprietor of said Subdivision, by recording an instrument executed and acknowledged by the same.

4. *Subordination.* No breach of any of the conditions contained here or reentry by reason of a breach will defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any of its lots, provided that these conditions will be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

5. *Duration.* The covenants and restrictions of this declaration will run with and bind the land, and will inure to the benefit of and be enforceable by the Association or any of its Members for a period of twenty years from the date these Restrictions are recorded, after which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by the then Owners of a majority of all Lots in the Lake of the Woods Estates Subdivision, and all current and future extensions thereof, has been recorded, agreeing to change them in whole or in part. This limitation on changes shall not prevent the Association, its successors or assigns from altering or amending in whole or in part said Restrictions, at any time.

Executed at Peoria, Illinois, on \_\_\_\_\_, 2001.

LAKE OF THE WOODS HOMEOWNERS  
ASSOCIATION,

By: \_\_\_\_\_  
Its President

ATTEST:

By: \_\_\_\_\_  
Its Secretary





