

## DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS

### *WHITE OAK LAKE SUBDIVISIONS AND ADDITIONS*

**PLEASE NOTE:** The first paragraph will vary depending on which Addition your lot is located.

J. Michael White and Christine M. White, owners of the land subdivided into lots known as WHITE OAK LAKE SUBDIVISION... being in Woodford County, Illinois and herein individually and collectively referred to as "Proprietor," hereby declare and state that all lots in White Oak Lake Subdivision and White Oak Lake Additions are hereby expressly made subject to the following covenants, conditions and restrictions, herein referred to as "Covenants," all of said Covenants to run with the land and each contract for sale, conveyance or lease of any said lot or part thereof is hereby expressly made subject to these Covenants and each purchaser, grantee, or lessee by the acceptance of such contract, conveyance, or lease agrees and subjects himself, his heirs, executors, administrators, successors and assigns to said Covenants.

1. All lots shall be used for single family residential purposes only. No lot or lots as platted shall be divided so as to result in the creation of additional lots.
2. No proposed building, fence or other structure shall be erected or placed or altered on any lot until the (i) building plans, (ii) building specifications, including without limitation, specification of the external design, color and finish of any such proposed improvement, and (iii) plot plan, showing the location of such improvement, have been approved, in writing, by not less than two (2) members of the Architectural Control Committee ("Committee") for the subdivision, as to the conformity and harmony of external design, color and finish with existing structures in the subdivision, as to location of the improvement with respect to topography and finished ground elevations, and as to conformity with these Covenants. No alterations of the exterior appearance of any building or structure shall be made without approval of the Committee. In the event the Committee fails to approve or disapprove, in the manner herein specified, such design and location within thirty (30) days after said plans, specifications and plat plan have been submitted to it, or, in any event, if no suit to enjoin the erection of such building, fence or other structure or the making of such alterations, has been commenced prior to the completion thereof, the terms of this Paragraph 2 will be deemed to have been fully complied with. The Committee shall consist of three (3) persons, who shall be appointed by, and may be in the employ of the Proprietor. The powers herein reserved to the Committee may subsequently be assigned at the election of the Proprietor to the Homeowners' Association that is hereinafter described. Ownership of real estate shall not be deemed a condition of Membership on the Committee. Whenever a vacancy shall occur in the membership of the Committee, the Proprietor or the Homeowners' Association, if the powers of the Committee shall then have been assigned to said association, shall select a person to fill the vacancy. Neither the Committee nor any members thereof shall be entitled to compensation from any owner of a numbered lot in the subdivision on account of any service performed in the examination of plans or specifications pursuant to this Paragraph 2.
3. The Committee shall approve no plans for the erection of a proposed residence unless that residence will contain not less than 1,400 square feet of enclosed living space if a single level residence and not less than 1,800 square feet of enclosed living space if a multiple level residence. The term "enclosed living space" shall mean that total area within the proposed residence exclusive of garages, open porches, decks, terraces, breezeways and basements. Furthermore, that residence must provide an attached garage suitable for parking not less than two (2) automobiles.
4. Only new material shall be use in any construction on any lot. Except as necessarily incidental to the constructions of the building, fence or other approved structure in the subdivision, no new or used construction materials or supplies, junk, wrecked or unused machinery, inoperable vehicles, commercial property or equipment or the like shall be kept or allowed to remain in the subdivision, except inside a building.
5. The exterior of all new buildings and other structures must be completed within one (1) year after construction of the same shall have been commenced, except where such completion is impossible or would result in great hardship to the owner or contract due to strikes, fires, national emergency or

natural calamities. No building may be temporarily or permanently occupied until the exterior thereof has been completed.

6. No pre-built residential structure or house trailers may be moved to the subdivision whether temporarily or permanently and no basement or garage house or temporary residence of any kind shall be used as living quarters or permitted on any lot.
7. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
8. No dirt excavated in connection with construction of any structure on any lot in the subdivision may be removed from the subdivision without the prior written approval of the Proprietor. The Proprietor may designate other locations within the subdivision where any such dirt is to be placed.
9. No weeds or grass more than 12 inches in height, nor any other unsightly growth, shall be permitted to grow or stand upon any lot in the subdivision. The Proprietor hereby reserves the right for Proprietor or Proprietor's agents, to enter upon any lot or lots to cut or trim, and keep trimmed, any weeds, grass or other growth allowed to grow or stand in violation of this Paragraph 9, and said cutting or trimming shall be done at the expense of the record owner of such lot or lots. Such entrance for the purpose set forth in this Paragraph 9 shall not be deemed a trespass. The provisions of this Paragraph 9 shall not be construed as an obligation on the part of the Proprietor to cut, trim or keep trimmed, any such weeds or grass.
10. In conjunction with each dwelling erected, each owner shall install an electrically powered postlight, or lantern, controlled by an automatic dusk to dawn activated photoelectric cell between the front building setback line and the street right-of-way line. The design, location and lighting capacity of the postlight or lantern shall be subject to the written approval of the Committee.
11. No structure of a temporary character shall be placed upon any lot at any time; provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the residential structure, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.
12. No trailer, camper, recreational vehicle, utility trailer, or other vehicle shall be placed on any lot at any time, either temporarily or permanently; provided, however, the same may be placed on a lot if located within an accessory structure, the construction of which has been approved in accordance with Paragraph 2 hereof, and further provided that by placing such vehicles in such structure the vehicles will be screened from view from the streets of the subdivision.
13. Each lot owner shall provide a screened area not generally visible from the streets of the subdivision to serve as a service yard and an area for the storage of garbage receptacles and fuel tanks or similar storage receptacles. Plans for such screened areas delineating the size, design, texture, appearance and location must be approved by the Proprietor prior to construction of the same. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.
14. Utility easements as shown on the plat of White Oak Lake Subdivision and White Oak Lake Additions are hereby reserved for the use of the public and private utilities to install, lay, construct, renew, operate and maintain gas 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 subdivision and adjoining property with gas, sewer, water, electricity, C.A.T.V., and telephone service, including the right to use the streets where necessary and to overhang all lots with aerial service wires to serve adjacent lots, together with the right to enter upon the lots at all times to install, construct, renew, operate and maintain said gas pipes, conduits, cables, poles, wires, braces, guys, anchors and other appliances, and to trim and keep any trees, shrubs, or saplings that interfere with said public utility equipment. Easements as noted are also reserved for the use or purposes of a storm sewer system, such use or purposes to include the construction, maintenance, renewing, repairing, operating and controlling of such storm sewer together with the necessary manholes and connections. No permanent buildings or trees shall be placed on said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easements.
15. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of the residence or grounds on his lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

16. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.
17. No commercial sign shall be erected or maintained upon any lot by anyone except for a single "for sale" or "for rent" sign not exceeding sixteen (16) square feet in size.
18. Invalidation on any one of the Covenants by judgement or decree shall in no way affect the remainder of the Covenants which shall remain in full force and effect.
19. The owner, or owners, of each lot in White Oak Lake Subdivision and White Oak Lake Additions as shown in the records maintained in the Office of the Recorder of Deeds of Woodford County, Illinois, shall be a member, by virtue of such ownership, of the White Oak Lake Subdivision Homeowners' Association. Membership shall also extend to the owner, or owners, of each lot in any subdivision contiguous with White Oak Lake Subdivision or White Oak Lake Additions which may hereafter be developed and platted within ten (10) years of the date of recording of the Plat of White Oak Lake Subdivision by the Proprietor, or by WHITE ENTERPRISES, a partnership consisting of RAYMOND R. WHITE and J. MICHAEL WHITE, herein referred to as "WHITE ENTERPRISES" for single family residential purposes. The rights and duties attendant upon membership therein shall be as set forth in the Articles of Incorporation of said Homeowners' Association.
20. These covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the execution date hereof, after which time, the covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed in accordance with Paragraph 22 has been recorded.
21. In the event of a violation or breach of any of the restrictions contained herein by any lot owner, or agent of such owner, the owner or owners of any lot or lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent a violation or breach of the terms hereof. In addition, the Homeowners' Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent a violation or breach of the terms hereof. In addition to the foregoing, the Homeowners' Association shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of each restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner if, after thirty (30) days written notice from the Homeowners' Association to the owner of such violation, it shall not have been corrected by the owner. Any person entitled to file a legal action for the violation of these Covenants shall be entitled to recover reasonable attorneys' fees as a part of such action. Any such entry and abatement or removal shall not be deemed as trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in the Covenants, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.
22. The Proprietor contemplates the construction of a private lake, to be known as White Oak Lake, a portion of which extends onto the land which constitutes White Oak Lake Subdivision and White Oak Lake Additions. The control and use of that private lake shall lie with the White Oak Lake Association, the membership of which shall consist of the owner, or owners of (i) each lot, whether or not in White Oak Lake Subdivision or White Oak Lake Addition, which abuts upon the private lake and (ii) each lot within White Oak Lake Subdivision, White Oak Lake Additions or any other real property within one mile of the shoreline of White Oak Lake which may be subdivided and developed by the Proprietor, or by WHITE ENTERPRISES, a partnership consisting of RAYMOND R. WHITE and J. MICHAEL WHITE, hereinafter referred to as "White Enterprises" for single family residential purposes. The owner, or owners, of each such lot shall be a member, by virtue of such ownership, of the White Oak Lake Association. The members of the Association shall have the exclusive right to the use and enjoyment of the private lake subject to such rules, regulations and limitations, if any, adopted from time to time by the White Oak Lake Association. The public at large shall have no right to use the private lake; the use and enjoyment thereof being reserved exclusively in accordance with the rules, regulations and limitations, if any, adopted by the White Oak Lake Association.
23. These Covenants may be altered, amended or rescinded by a written declaration executed by the Proprietor and recorded in the Office of the Recorder of Deeds of Woodford County, Illinois, or by a written declaration executed by the owners of a majority of the lots in the subdivision. Such declaration shall become effective upon being so recorded. The Proprietor may transfer all or any of its powers under these Covenants, including without limitation, the power to alter, amend or rescind, to

the Homeowners' Association by written declaration signed by the Proprietor and filed and recorded in the Office of the Recorder of Deeds of Woodford County, Illinois. At such time as the Proprietor shall have conveyed 90% of the numbered lots in White Oak Lake Subdivision, or in White Oak Lake Additions, or in any additional subdivision developed by Proprietor or WHITE ENTERPRISES for single family purposes as contemplated by Paragraph 19 hereof, all of the powers of the Proprietor, including, without limitation, the power to alter, amend or rescind these Covenants, as to that subdivision, except as to Paragraphs 19, 22, 23, alteration, amendment or rescission of which shall be reserved to the Proprietor until such time as the Proprietor shall have conveyed 90% of the numbered lots in White Oak Lake Subdivision, White Oak Lake Additions and all other subdivisions contemplated by paragraph 19 hereof and platted within ten (10) years of the date of recording of the Plat of White Oak Lake Subdivision shall pass to the Homeowner's Association, provided, however, that a conveyance of lots by the Proprietor to WHITE ENTERPRISES, shall not be deemed to conveyance for purposes of this Paragraph 23 and so long as White Enterprises shall continue to own any lots, such lots as may be owned by White Enterprises shall be deemed to be owned by the Proprietor for all purposes of this Paragraph 23 and for all purposes of determining the rights, duties and responsibilities of the owners of lots under these Covenants.