

CONSENT TO AMENDMENT OF COVENANTS AND RESTRICTIONS

OF LAKE RONNIE

MONROE COUNTY  
FILED FOR  
NO.

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We, the undersigned, being owners of a majority of the lots described in the covenants and restrictions, a copy of which is attached hereto, and made a part hereof, do, hereby consent to, and by execution hereof, substitute the attached covenants and restrictions for those previously filed in the Recorder of Deed's Office, Monroe County, Illinois, in Book 112, on Page 298.

Lee Wagner

Clarence Starns

Mike Rosay

Frank Rapp

Ray Vunetide

Bob Kutz

Ronald Z. Gilbert

Jean Roberts

George A. Reibling

Margaret Mathews Mathews

Clay Camp

Larry Ballhausen

Jim Apudrusch

Edna Touy

Wm. J. Mathews

Valentino R. Rapp

Chuck Wendell

Pete Rapp

Harvey Schroeter

Joseph P. Plumer

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COVENANTS AND RESTRICTIONS

The following covenants, conditions and restrictions shall be applicable to and binding upon the following described real estate and all subdivisions thereof. The real estate is described as follows:

PARCEL 1

Beginning at an iron pin at the North East corner of the North West Quarter of the North East Quarter of Section 5, Township 3 South, Range 9 West of the third Principal Meridian, Monroe County, Illinois; thence South 793 feet along the East line of said North West Quarter of the North East Quarter; thence 84 degrees West 280 feet to a post; thence North 60 degrees West 1175 feet to a point on the west line of said North West Quarter of the North East Quarter; thence North 200 feet along the west line of said North West Quarter of the North East Quarter to the North West corner of said North West Quarter of the North East Quarter; thence South 89 degrees East 1302 feet along the North East Quarter; thence North West Quarter of the North East Quarter to the place of beginning and being part of the North West Quarter of the North East Quarter of Section five in Township 3 South, Range 9 West of the third Principal Meridian, Monroe County, Illinois.

PARCEL 2

Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 5 of Township 3 South, Range 9 West of the 3rd P.M., Monroe County, Illinois; thence South 793 feet along the East line of the said Northwest Quarter of the Northeast Quarter to a point of beginning of the tract herein described; thence continuing South 180 feet along the said East line of the Northwest Quarter of the Northeast Quarter to a post; thence North 73° 40' West 679 feet to a post on the South line of Tax Lot 3-C of said Section 5, being that tract conveyed to Lake Ronnie, Inc., as shown by deed of record in Deed Record 107 page 34, Recorder's Office, Monroe County, Illinois; thence Easterly 649 feet along the South line of said Tax Lot 3-C to the place of beginning, containing 1.32 acres, more or less, and being part of the Northwest Quarter of the Northeast Quarter of Section 5 of Township 3 South, Range 9 West of the 3rd P.M., Monroe County, Illinois.

PARCEL 3

The Northeast Quarter of the Northeast Quarter of Section 5, Township 3 South, Range 9 West of the third Principal Meridian, Monroe County, Illinois.

PARCEL 4

Tax Lot 3-C of Section 5 of Township 3 South, Range 9 West of the third Principal Meridian in Monroe County, Illinois, containing 7.35 acres more or less, as shown by page 16 of Surveyor's Official Plat Record "A" of Monroe County, Illinois records. (Being the North 793 feet of the North West North East Section 5 except tract #1 above.) Situated in Monroe County, Illinois. Excepting therefrom the following:

Commencing at the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 5 of Township 3 South, Range 9 West of the 3rd P.M., Monroe County, Illinois; thence South 613 feet along the West line of the said Northwest Quarter of the Northeast Quarter to a point of beginning of the tract herein described; thence continuing South 180 feet along the said West line to the Southwest corner of Tax Lot 3-C of said Section 5, being that tract conveyed to Lake Ronnie, Inc., as shown by deed of record in Deed Record 107 page 34, Recorder's Office Monroe County, Illinois; thence Easterly 649 feet along the South line of said Tax Lot 3-C to a post; thence North 73° 40' West 679 feet to the place of beginning, containing 1.32 acres, more or less, and being part of the Northwest Quarter of the Northeast Quarter of Section 5 of Township 3 South, Range 9 West of the 3rd P.M., Monroe County, Illinois.

MEMBERSHIP COVENANT

The purchaser of any lot or real estate agrees to abide by all the By-Laws of Lake Ronnie, Inc., as may be amended from time to time by the members and/or Board of Directors, and same are incorporated herewith, and made a part hereof. These covenants shall be deemed to run with the land and non-payment of any sums due under the terms hereof, or the By-Laws of Lake Ronnie, Inc., may be a lien upon the real estate subject to foreclosure.

The purchaser further covenants and agrees that no mechanic's lien shall be permitted to accrue or attach to the real estate referred to in this contract.

RESTRICTIONS

1. Said lots shall be used exclusively for residential purposes except those lots designated as business or commercial areas on the plats aforesaid. No leasing or rentals shall be permitted. No lots may be subdivided without approval of the Board of Directors.

2. Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one other building for garage or storage purposes, and provided further that no building may be erected prior to the erection of a dwelling house except by written permission of Board of Directors of Lake Ronnie, Inc. Mobile homes which have been approved in advance by the Building Committee of Lake Ronnie, Inc., may be installed provided that they are installed on a permanent foundation with proper utility connections approved by the Building Committee. The plans for all dwellings to be constructed must be approved by the Building Committee of the corporation. The exterior of all buildings are to be completed within one year from the date construction commences provided, however, that the Building Committee of the corporation may from time to time grant extensions as circumstances require. No building shall be constructed or erected on said lot unless built of solid or permanent material.

3. Minimum residence living space shall be 800 square feet for dwelling including porch and 600 square feet for mobile homes, exclusive of porch. No porch or projection of any building shall extend nearer than fifteen (15) feet from any road right-of-way; nor nearer than five (5) feet from the side property line of any abutting property owner; nor nearer than fifty (50) feet from the normal high water line of Lake Ronnie, Inc., provided further that the Board of Directors of the corporation may grant exceptions.

4. No outside toilets shall be allowed. No wastes shall be permitted to enter Lake Ronnie, Inc., and all plans for sanitary arrangements must be inspected and approved in advance by the Building Committee.

5. All boat docks, floats and other structures extending into the lake shall be approved in advance by the Building Committee. Use of the lake shall be governed by the rules of the membership and the By-Laws of the corporation.

6. Lake Ronnie, Inc., for itself, its successors, assigns, and licensees reserves a fifteen (15) foot wide easement along both sides of all road right-of-ways with the right of ingress and egress thereon for the purpose of installing and maintaining utility lines including but not limited to electric, telephone, water, gas and sewer. Lake Ronnie, Inc. also reserves for itself, its successors, assigns, and licensees, an easement over and across common ground around the lake as reflected on plat of Lake Ronnie, Inc. Said plat having been identified as plat prepared by Robert Gardner, Land Surveyor, dated May, 1972.

7. No lot owner may sell, assign, or convey any lot or lots to any person or persons not accepted for membership in Lake

Ronnie, Inc., in accordance with the By-Laws of said corporation. Any person desirous of selling or conveying his lot shall first give the Board of Directors 60 days written notice of intent to sell. Thereafter, in the event a person desiring to sell his lot shall receive a bona fide offer to purchase his or her lot, the Board of Directors shall have the right of first refusal to

purchase same upon the same terms and conditions as contained in the bona fide offer to purchase. The Board of Directors shall have 30 days within which time to accept or reject such offer. This restriction shall not be applicable to mortgages given to savings banks, institutions for savings, co-operative banks, savings and loans associations, credit unions or other bona fide

lending institution.

8. These restrictions shall be considered as covenants

running with the land and shall bind the purchasers, their heirs, executors, administrators and assigns, and if any of them shall violate or attempt to violate any of the covenants or

restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or

restrictions and either to prevent him or them from so doing, or to recover damages for such violation. All of the restrictions, conditions, covenants or agreements contained herein shall be

effective immediately. The same may thereafter, and from time to

time, be changed, altered, amended or revoked in whole or in part by the owners of the lots in the subdivision whenever the owners of a majority of the said lots so agree in writing. Provided, however, that no changes shall be made which might violate the purpose set forth in Restriction No. 1. Any invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect. Restriction No. 1 contained herein shall continue for a period of 99 years from the date of recording of the original restrictions for Lake Ronnie, Inc., recorded in the Recorder's Office of Monroe County, Illinois.

IN WITNESS WHEREOF, the owner, Lake Ronnie, Inc., a Corporation, has caused its corporate seal to be hereto affixed and has caused its name to be signed to this instrument by its President and attested by its Secretary, this 26th day of May, 1989.

LAKE RONNIE, INC., a Corporation

BY: Lee Wagner  
President

ATTEST: Rey V. Vuelter  
Secretary

STATE OF ILLINOIS )  
)  
SS. )  
COUNTY OF ST. CLAIR )

I, the undersigned, a Notary Public, in and for said County,  
in the State aforesaid, do hereby certify that Lee Wagner  
personally known to me to be the President of  
Lake Ronnie, Inc., an Illinois Corporation, and Ray Vunetich  
personally known to me to be the Secretary of  
said corporation, and personally known to me to be the same  
persons whose names are subscribed to the foregoing instrument,  
appeared before me this day in person and severally acknowledged  
that as such President and Secretary, they signed and delivered  
the said instrument as President and Secretary of said  
Corporation, and caused the corporate seal of said corporation to  
be affixed thereto, pursuant to authority, given by the Board of  
Directors of said corporation as their free and voluntary act,  
and as the free and voluntary act and deed of said corporation,  
for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 26th day of  
May, 1989.

*Kim Elise Greenlee*  
Notary  
OFFICIAL SEAL  
KIM ELISE GREENLEE  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JULY 18, 1991