

CONVENANTS, CONDITIONS AND RESTRICTIONS CANDLEWICK LAKE SUBDIVISION

THIS DECLARATION made this 20th day of March, 1977 by the majority of the property owners of Candlewick Lake Subdivision, an Illinois not-for-profit corporation, pursuant to the provision for amendment of the Covenants, Conditions and Restrictions of Candlewick Lake Subdivision, HEREIN amend the Covenants, Conditions and Restrictions of record of Candlewick Lake Subdivision as recorded in the Recorder's Office of Boone County, Illinois, as documents Numbers 72-311, 72-798, and 72-799, said DECLARATION being dated February 9, 1972, as herein amended.

WITNESSETH

WHEREAS, the Developer is establishing a recreationally oriented subdivision on the lands described in Exhibit A hereto known as the "Candlewick Lake Subdivision" (hereinafter referred to as the "Development") to consist of residential lots, roads, parks and common areas as shown and described on the plats of the Development recorded and to be recorded by the Developer with the Recorder of Deeds for Boone County, Illinois; and

WHEREAS, the Developer is about to sell and convey lots situated within a part of the Development, but before doing so, desires to subject and impose upon the lands within the Development and the residential lots and parcels located therein, certain mutual and beneficial restrictions, covenants, conditions, easements, liens and charges (hereinafter referred to as the "Restrictions") for the mutual benefit and complement of the various lots and parcels in the Development and the future owners thereof;

NOW THEREFORE, the Developer hereby declares that all of the lots located on the lands described in Exhibit A attached hereto within the Development that are designated by the Developer, either on the record plats of said Development or otherwise, as residential in character, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof, subject to such Restrictions. (Such persons being sometimes hereinafter referred to as "Owners".)

AMENDMENT

The right is hereby expressly reserved to amend, annul, waive, change, enlarge and modify any of the restrictions herein contained by the owners of the majority of the lots in the Development. For purposes of amendment, a land contract vendee shall be considered an owner. All such instruments executed, in writing, for the purposes herein shall be filed for record with the Boone County Recorder.

I. Residential Charter of the Development.

- A. In General. Every numbered lot shown on the plats of the Development, unless otherwise designated by the Candlewick Lake Association for other uses, is a residential lot and shall be used exclusively for single family residential purposes. When used herein, the term "lot" or "lots" shall mean such numbered residential lots depicted on the plats of the Development. No structure shall be erected, placed, or permitted to remain upon any of said lots, except a single-family dwelling house and such outbuildings as are usually accessory to a single-family dwelling house.

- B. Residential Use of Accessory Outbuildings, etc. Prohibited. No accessory outbuildings shall be erected on any of said lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding, or any temporary structure which may be constructed upon such a lot under these restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation. That this paragraph is subject to immediate exception by the Environmental Committee as designated by the Board of Directors deems proper and necessary, and said exception shall be made only if passed by a majority vote of the Environmental Control Committee and said exception is put in writing and posted in the office of the Association.
- C. Occupancy or Residential Use of Partially Completed Dwelling Houses Prohibited. No dwelling house constructed on any of said lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the "Environmental Control Committee" hereinafter described and the decision of the Committee shall be binding on all parties concerned therewith.

II. Restrictions Concerning Size and Placement of Dwelling Houses and Other Structures and the Maintenance Thereof.

- A. Minimum Living Space Areas. No dwelling shall be constructed on any lot in the Development having less than the following minimum square footages of living space, exclusive of porches, terraces, garages, carports, and other buildings. No house or dwelling shall be constructed having less than 700 square feet of living space on the ground floor. In determining the amount of square footage contained within a house, there shall not be taken into consideration any area that is wholly or substantially below ground level.
- B. Set Back Requirements.
 - (a) In General. Except as may be otherwise provided in these restrictions or on the Plat, no dwelling house or other structure shall be constructed or placed on any numbered lot in the Development (except fences, the placement of which is provided for hereinafter) except as follows:
 - (i) Front Yards. The front building set-back line shall be thirty (30) feet or as otherwise shown on the record plat.
 - (ii) Side Yards. The side yard set-back line shall be not less than ten (10) feet from the side line of the lot, except where said lot is a corner lot, and in such case the minimum side yard setback line shall be as shown on the record plat. **
 - (iii) Rear Yards. If the Particular lot abuts in the rear on a road, whether public or private, the minimum rear set-back line shall be equal to one-half (1/2) of the distance to the right-of-way of said road. If the particular lot abuts on the rear on Candlewick Lake, the minimum rear setback line shall be as shown on the record Plat map (this line is marked with the abbreviation B.S.L. on the Plat map.) In all other cases, the minimum rear set-back line shall be twenty (20) feet or twenty-five (25) per cent of the depth of the lot, whichever is greater. ***
 - (iv) Definitions: "Side Line"-is a lot boundary line that extends from the road on which the lot abuts to the rear line of said lot. "Rear Line"-is the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, -except that on corner lots, it may be determined from either abutting road.

- (v) Cul de Sacs. If the particular lot abuts on a cul de sac, the front building set-back line shall be as shown on the record plat.
- C. Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines except where, in the opinion of the Environmental Control Committee (as it is hereinafter described), a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area. In such cases, the Committee shall determine the size, location, height and composition of the fence or other enclosure.
- D. Exterior Construction Materials. The finished exterior of every building constructed or placed on any numbered lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material.
- E. Diligence in Construction. Every building whose construction or placement on any numbered lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.
- F. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with a substantial quantity of new materials, and no used structures shall be relocated or placed on any such lot.
- G. Maintenance of Lots & Improvements. The owner of each lot in the Development shall at all times maintain said lot and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly; and, specifically, such owner shall:
 - (i) Mow said lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.
 - (ii) Remove all debris or rubbish from said lot.
 - (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot.
 - (iv) Cut down and remove dead trees from said lot.
 - (v) Where applicable, prevent debris or foreign material from entering Candlewick Lake; or
 - (vi) When such debris or foreign material has entered Candlewick Lake from said lot, to remove the same immediately.
 - (vii) Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance so as to avoid their becoming unsightly.
- H. Association's Right to Perform Certain Maintenance. In the event that the owner of any lot in the Development shall fail to maintain said lot and any improvements situated thereon in accordance with the provisions of these restrictions, and any By-Laws of the Candlewick Lake Association (as it is hereinafter described and hereinafter referred to as the "Association") which from time to time may be in effect, and which may be relevant to these restrictions, said Association shall have the right, by and through its agents or employees or contractors to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon (if any) conform to the requirements of these restrictions. The cost, therefore, to the Association shall be added to and become a part of the annual charge to

which said lot is subject, and may be collected in the same manner as the annual charge. Neither the association nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance work performed hereunder.

III. Provisions Respecting Disposal of Sanitary Waste, Etc.

- A. No outside toilets shall be permitted, and no sanitary waste or other wastes shall be permitted to enter Candlewick Lake. By acceptance of a deed, Purchaser agrees that any violation of this Section constitutes a nuisance, which may be abated by the Association (as is hereinafter described), in any manner provided in law or in equity. Further, the cost or expense of abatement (including court costs and attorneys' fees where applicable) shall become a charge or lien upon said lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt. Neither the Association, nor any officer, agent, employee or contractor thereon, shall be liable for any damage, which may result from enforcement of this Section.
- B. Developer will construct a central sewage system that must be used by all lots for disposal of sanitary wastes. See Paragraph XI below.

IV. General Prohibitions.

- A. In General. No noxious or offensive activities shall not be conducted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development.
- B. Signs. No signs or advertisements shall be displayed or placed on any lot or structure in the Development without the prior written approval of the Environmental Control Committee.
- C. Animals. No animals shall be kept or maintained on any lot in the Development, except the usual household pets; and, in such case, such household pets shall be kept confined or attached to a leash so as not to become a nuisance.
- D. Vehicle Parking. No vehicle shall be parked on any street in the Development. No truck shall be parked overnight (or longer) or stored on any lot visible to the occupants of other lots in the Development, the users of any street in the Development, or to persons upon Candlewick Lake. A minimum of two off street parking spaces shall be provided by each lot owner.
- E. Disposal of Garbage, Trash and Other Like Household Refuse. No owner of any lot in the Development shall burn or permit the burning out of doors of garbage, trash or other like household refuse, nor shall any such owner accumulate or permit the accumulation out of doors such refuse on his lots, except as may be permitted in Subparagraph F below.
- F. Concealment of Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be either buried below the surface of the ground or screened to the satisfaction of the Environmental Control Committee, by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street or lake within the Development at any time, except at the times when refuse collections are being made.
- G. Restriction on Construction of Model Homes, etc. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house unless prior written permission to do so shall have been first obtained from the Candlewick Lake Association, Inc. (as hereinafter described).
- H. Restrictions on Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot, nor shall any overnight camping be permitted on any lot, except upon lands specifically designated by the Association. for camping purposes, and

then only subject to such Rules as may be adopted by the Association for the use of camping areas.

- I. Removal of Trees. No tree over three (3) inches in diameter may be removed from any lot in the Development without first having obtained the written consent thereto of the Environmental Control Committee except as provided in Paragraph II G (iv).
- J. Limited Access. There shall be no access to any lot on the perimeter of the Candlewick Lake Development except from designated roads within the said Development
- K. Docks, Piers, Etc. No pier, dock or other structure may be constructed in such a manner than any portion thereof extends more than fifteen (15) feet from the normal lake level mark (896 feet) into Candlewick Lake; and in no event shall any pier, dock or other structure be erected without prior written permission of the Environmental Control Committee hereinafter described.
- L. Ditches and Swales Shall Not be Obstructed. It shall be the duty of every owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably required to accomplish the purposes of this sub-section. And, all lot owners, where required, shall install dry culverts between the road rights-of-way and their lots. Pavement or blacktop shall extend beyond lot line into common road right-of-way without the approval of the Environmental Control Committee.
- M. Installation of Utility Services. No utility services may be installed under finished streets except in one of the following methods:
 - (i) By Jacking, drilling or boring; or
 - (ii) If an open trench method is used, such trench must be covered with a six (6) inch thick slab of 2500 PSI concrete bridging the backfilled trench, approximately twelve (12) inches below the finished grade and bearing at least twelve (12) inches on each side of the trench. The trench above the concrete slab shall be finished to match the existing street.

V. The Environmental Control Committee.

A. Powers of Committee.

- (i) Generally. No dwelling building structure or improvement of any type or kind may be constructed or placed on any lot in the Development without the prior written approval of the Environmental Control Committee. Such approval shall be obtained only after written application has been made to said Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by three (3) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the locations of all improvements existing upon said lot and the location of the improvement proposed to be constructed or placed upon said lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used, and any proposed landscaping, together with any other material or information which said Committee may require. All plans, drawings, etc., required to be submitted to said Committee shall be as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under Section IV of these Restrictions. All such plot plans shall be prepared by either a registered land surveyor or engineer or architect. No grading of the lot shall be permitted without approval of the Committee.

- (ii) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:
 - (a) The Plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions.
 - (b) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent buildings or structures;
 - (c) The proposed improvement, or any part thereof, would in the opinion of the Committee, be contrary to the interests, welfare or rights of all part of the owners of other lots in the Development.
 - (iii) Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application thereof would result in unnecessary hardship. Provided, however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these Restrictions; and, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the Development.
 - (iv) Power to Charge Fees. The Committee may, if it deems the same to be reasonably necessary for the accomplishment of its duties and responsibilities, assess a fee not to exceed \$30.00 for considering the application of any person under this Section 6. However, when a determination has been made that a fee should be charged, it shall be uniformly charged to all applicants, and all funds collected shall be paid to the Candlewick Lake Association.
- B. Duties of Committee. The Committee shall approve or disapprove of proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent file. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such refusal.
- C. Composition of Committee. The Committee shall be composed of five (5) members who shall be appointed by the Board of Directors, and who shall be subject to removal by the Board at any time. Any vacancies from time to time existing shall be filled by appointment of the Board of Directors.
- D. Liability of Committee, Etc. Neither the Committee nor any agent thereof, nor the Candlewick Lake Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.
- E. Special Provisions Concerning Piers. When the Committee shall permit the construction or placing of a structure wholly or partly within Candlewick Lake, such permits shall constitute a mere license from the Candlewick Lake Association, which may be terminated or restricted.
- F. Duty of Inspection. To the extent that inspection of improvements constructed is not provided for by appropriate governmental agencies, it shall be the duty of the Committee to inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

VI. Easements.

The Candlewick Lake Association reserves unto itself, its successors, assigns, and licensees, certain easements along, across, over, under and upon the real estate that constitutes the

Development. The easements so reserved the Candlewick Lake Association are described as follows:

- A. Candlewick Lake Association, for itself, its successors and assigns and licensees, reserves a ten (10) foot wide easement on each lot along all road rights-of-way, and a five (5) foot easement along the side and rear lines of each and every lot in the Development for the purpose of installing, maintaining and operating utility lines and mains thereon, together with the right to trim, cut or remove any trees and brush and the right to locate any guy wires, braces and anchors wherever necessary upon said lots for said installation, maintenance and operations, together with the right to install and maintain and operate utility lines and mains and appurtenances thereto, and reserving unto itself, its successors, assigns and licensees, the right to ingress and egress to such areas for any of the purposes heretofore mentioned. No permanent building shall be placed on such easements, but the same may be used for gardens, shrubs, landscaping and other purposes, provided that such use or uses do not interfere with the use of such easements for their intended purposes. In instances where an owner of two or more adjoining lots erects and constructs a dwelling or a building which will cross over or through a common lot line, the same shall not be subject to the aforementioned five (5) foot easement along or upon the contiguous or common lot line except where a utility installation has been made or proposed.
- B. Candlewick Lake Association, further reserves for itself, its successors, assigns and licensees, for lake and shoreline maintenance and control along that portion of each lot contiguous to the shoreline of Candlewick Lake an easement ten (10) feet wide. Any such lot shall also be subject to a flowage easement to an elevation on the lot equal to the high water elevation of Candlewick Lake, which is at elevation 898 feet.
- C. Candlewick Lake Association, for itself, its successors, assigns and licensees, reserves a fifteen (15) foot wide easement, along both sides of all road rights-of-way for the purpose of cutting and filling and drainage. Candlewick Lake Association further reserves unto itself, its successors, assigns and licensees, the right to cause or permit drainage of surface water over and-or through said lots, and further, it reserves an easement on, over and under all road rights-of-way for the purpose of installing, maintaining and operating utilities or drainage, and such additional easements for drainage as may be shown on the recorded plat.
- D. Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.
- E. Candlewick Lake Association further reserves unto itself, its successors and assigns, an easement fifteen (15) feet in width across the rear of each lot situated on the perimeter of the Development for use as an equestrian trail.
- F. No owner of any lot on the Candlewick Lake Subdivision shall have any claim or cause of action against Candlewick Lake Association, its successors, assigns or licensees, either in law or in equity, and arising out of the exercise of any easement reserved hereunder, excepting in cases of willful or wanton negligence.

VII. Rules Governing Building on Several Contiguous Lots Having One Owner.

Whenever two (2) or more contiguous lots in the Development shall be owned by the same person, and such person shall desire to use two (2) or more of said-lots as a site for a single family dwelling house, he shall apply in writing to the Environmental Control Committee for permission to so use said lots. If written permission for such a use shall be granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these Restrictions (Except as noted in Paragraph IX) to said lots, so long as the lots remain improved with one (1) single dwelling house.

VIII. Ownership, Use and Enjoyment of Streets, Parks and Recreation Facilities No Dedication of Streets, Etc.

Each street with the exception of those otherwise indicated on the record plat, and each lake, park, recreation facility or other amenity depicted on the recorded plats of the Development, is and shall remain private, and neither the Association's execution or. Recording of the plats nor the doing of any other act by the Association is, or is intended to be, or shall be construed as a dedication to the public of any of the streets, lakes, parks, recreation facilities or other amenities. A license upon such terms and conditions as Association, its successors, assigns or licensees shall from time to time grant, for the use and enjoyment of each of said streets, lakes, parks, recreational facilities and other amenities is granted to the persons who are from time to time members of the Candlewick Lake Association hereinafter described. Ownership of the streets, lakes, parks, recreational facilities and other amenities shall remain in the Development, subject to the conditional license described above.

Developer covenants, for itself, its successors assigns and licensees, that within five (5) years after their completion, to convey fee simple title, free of financial encumbrances, to such streets, lakes, parks, recreational facilities, dams, spillways and other amenities, together with all oil, gas and mineral rights of the subdivision to the Candlewick Lake Association herein after described. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as it, the Developer, may at the time of such conveyance, deem appropriate and proper. Such conveyance shall be deemed to have been accepted by the Said Candlewick Lake Association and those persons who shall from time to time be members thereof. upon the recording of a deed or deeds conveying such streets, lakes, park, recreational facilities, dams, and spillways and other amenities to the said Candlewick Lake Association.

IX. The Candlewick Lake Association

The by-laws and rules of Candlewick Lake Association must be followed. Refer to these documents attached hereto.

X. Provisions with Respect to Lakes and Lots Contiguous Thereto.

- A. In General. Certain lots in the Development area, as aforesaid, contiguous- to a Lake which has been or is to be established within the boundaries of the Development. The water in, and the land under, said Lake is and will be owned by the Association. Said Lake is depicted on the recorded plats of the Development. The normal pool water elevation of said Lake is at elevation 896 feet, and the 100 year high water elevation of said Lake is at elevation 898 feet. The title will be acquired by the grantee of the said contiguous lots (and by the successors and assigns of such grantee) will and shall extend only to the shoreline of the said Lake as it is provided on the plats of the Development, recorded or to be recorded. No such grantee, nor successors or assigns, shall have any right with respect to any stream that is tributary to said Lake, or with respect to said Lake, the land thereunder, the water therein, or its elevation, use or condition, and none of said lots shall have any riparian rights or incidents appurtenant; provided further that title shall not pass by reliction or submergence or changing water elevations. The Association, its successors, assigns and licensees, shall have the right, but not the duty, at any time to dredge or otherwise remove any accretion or deposit from any of said lots in order that the shoreline of the lake to which the lot is contiguous may be moved toward, or to, but not inland beyond the location of said shoreline as it would exist as of the day hereof if the water elevation in said Lake was at an elevation indicated in said Development plats, and title shall pass with such dredging or other removal as by erosion.
- B. Reservation of Easement in Candlewick Lake Association for Operation of Lake. The Candlewick Lake Association has reserved unto itself, and its successors, assigns, and licensees, an easement upon, across and through each of said lots contiguous to said Lake as is provided in Paragraph VI B in connection with operating said Lake. Without limiting the generality of the immediately preceding sentence, it is declared that neither the Candlewick Lake Association nor

any successor or assigns shall be liable for damages caused by ice, erosion washing or other action of water or for any damage caused through the exercise of said easement or that set forth in X C.

- C. Reservation of Right in Candlewick Lake Association to Change Water Elevation in Lake. Candlewick Lake Association reserves to itself, and its successors and assigns, the right to raise and lower the elevation of said Lake for maintenance purposes or flood prevention, but neither the Candlewick Lake Association, nor any successor or assigns of the Candlewick Lake Association shall have an easement to raise, (by increasing the height of any dam or spillway, or otherwise) the high water elevation of said Lake to an elevation above that indicated on said Development plats.

XI. Water and Sewer Services

Buyer agrees to pay to the public utility serving the Candlewick Lake Subdivision, its successors, assigns, lessees or licensees, a MINIMUM MONTHLY AVAILABILITY CHARGE OF FIVE DOLLARS (\$5.00) for water service and FOUR DOLLARS (\$4.00) for sewer service, and the accommodation afforded by said systems, such payments to commence upon the availability of such services in mains or lines located in front of or adjacent to the Lot and continuing thereafter so long as water or sewer service is available for use, and said AVAILABILITY CHARGES shall be payable whether or not taps or connections have actually been made to the systems and whether or not Buyer is actually using the sewer or taking water. Said AVAILABILITY CHARGE shall apply to and be charged for each Lot owned by buyer. The amount of said AVAILABILITY CHARGE, the times and methods of payment by buyer and other matters shall be as provided in Tariffs or Rate Schedules and Regulations and Conditions of Service filed by said public utility with the Illinois Commerce Commission. Upon written request in accordance with said Regulations, and Conditions and service and payment to said public utility of not less than one hundred ninety-five dollars (\$195.00) for water connections and three hundred fifty dollars (\$350.00) for sewer connections (or other amounts as approved by the Illinois Commerce Commission) a tap to the system mains and connections to the Lot line will be installed by the public utility. The amount of said availability charge to another type of rate or rate structure for water or sewer service, and all other charges are subject to change by order of the Illinois Commerce Commission. Unpaid utility will become a lien upon the Lot or Lots served as of the date of the same became due. Buyer shall not drill or permit the drilling of a water well or installation of septic system upon his Lot. Nothing in these Restrictions shall ever be construed as a limitation on the rights of any such public utility to sell and assign its property and assets in accordance with law.

XII. Remedies

- A. The Association or any party to whose benefit these Restrictions inure, its successors and assigns, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions and shall have the right to obtain a prohibitive or mandatory injunction to enforce observance of these restrictions in addition to and cumulative with any remedy provided for herein, or by law or in equity, as well as the right to recover damages for the breach of these restrictions: provided, however that the Association shall not be liable for damages of any kind to any person or failing either to abide by, enforce or carry out any of these Restrictions.
- B. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

XIII. Effect of Grantee's Acceptance of Deed, Etc.

- A. The Grantee of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto or the execution of a contract for the purpose thereof, whether from the Developer or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each

and every Restriction and agreement herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Association, with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors, and assigns, they do covenant and agree and consent to and with the Association and to and with the grantees and subsequent owners of each of the lots affect by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

- B. Each such person also agrees, by such acceptance of a deed or execution of a contract for the purchase thereof, to assume, as against the Candlewick Lake Association its successors and assigns, all of the risks and hazards of ownership or occupancy attendant to such lot, including, but not restricted to, its proximity to Candlewick Lake.

XIV. Titles, Etc.

The titles preceding the various paragraphs and sub-paragraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and wherever applicable, the singular form of any, word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

XV. Duration.

The foregoing covenants and restrictions are to run with the land and shall be binding on all Parties and all persons claiming under them until January 1, 1999, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the Development.

XVI. Severability.

Every one of the Restrictions is hereby declared to be independent of and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or " running" quality of any other one of the Restrictions.

** The Candlewick Lake Planned Residential Development shall be permitted modification of the side yards requirements to provide the side yard setback line shall be not less than 10 feet from the side line of the lot, except where said lot is a corner lot, and in such case the minimum side yard setback line shall be as shown on the recorded plat. (Boone County SU-7-92)

*** The Candlewick Lake planned Residential Development shall be permitted modification of the rear yard requirements to provide that if the particular lot abuts in the rear on a road, whether public or private, the minimum rear setback line shall be equal to one-half (1/2) of the distance to the right-of-way of said road. If the particular lot abuts on the rear on Candlewick Lake, the minimum rear setback line shall be as shown on the record Plat map (this line is marked with the abbreviation B.S.L. on the Plat map). In all other cases, the minimum rear setback line shall be twenty (20) feet or twenty-five (25) per cent of the depth of the lot, whichever is greater." (Boone County SU-7-92)