

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS &  
EASEMENTS FOR COBBLESTONE  
LAKE SUBDIVISION**

THIS First Amendment to the Declaration of Covenants, Conditions, Restrictions & Easements for Cobblestone Lake Subdivision (hereinafter referred to as "Amendment") made by **Cobblestone Lake Developers, Inc.**, an **Illinois** corporation (hereinafter referred to as "Developer") hereby amending the Declaration of Covenants, Conditions, Restrictions & Easements for Cobblestone Lake Subdivision (hereinafter referred to as "Declaration") dated October 31, 2005 and recorded as Document No. 507694 on November 1, 2005 in the Woodford County Recorder's Office.

Acting pursuant to the powers reserved to Developer under Article 8.9 of said Declaration, Developer hereby amends the Declaration as follows:

**WITNESSETH:**

WHEREAS Developer, as the owner of the real property generally known as Cobblestone Lake Subdivision, desires that these covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, apply to certain real property known as Cobblestone Lake Subdivision located in Woodford County, Illinois, described as follows:

**Lots 1 through 15, Outlot A and Outlot B inclusive, in the Cobblestone Lake Subdivision, Eureka, Illinois, according to the Plat hereof recorded June 8, 2005 as Document No. 503773, in Book 50, Page 76, which is legally described as the West one-half (W ½) of the Southeast Quarter (SE ¼) of Section Twenty (20), Township Twenty-six (26) North, Range One (1) West of the Third (3<sup>rd</sup>) Principal Meridian, Woodford County, State of Illinois.**

NOW THEREFORE, Developer declares that the following Articles as recorded in the Declaration shall be fully revoked and deleted and replaced as follows:

**Article 1.14. "Lot"** shall mean any plot of land, Lot or Parcel shown on the subdivision Final Plat recorded as Document No. 503773 in Book 50, Page 76 in the Woodford County Recorder's Office or on the Plat of Survey recorded as Document No. 701362 in Book 52, Page 48 in the Woodford County Recorder's Office.

**Article 6.2. (a) Lake Use.** Use of Cobblestone Lake shall be limited to lake-frontage property/Lot Owners and their guests. Any guest of a lake-frontage Lot Owner using the Lake shall be accompanied by a lake-frontage Lot Owner at all times during lake usage.

**Article 6.2. (d) Shoreline Maintenance.** The lake shoreline shall consist either of an erosion protection device such as rip rock (rock) product or a permanent fabric that is designed to protect

the shoreline and prevent erosion thereof. After the shoreline erosion protection device is installed, each individual lake-frontage property/Lot Owner shall maintain his/her shoreline in good condition. However, each lake-frontage Lot Owner may install a beach on a portion of his/her shoreline if first approved in writing by the Developer or the Association. If said Owner does not properly maintain the shoreline as determined by the Association, then the Association has the right to access the shoreline, make the necessary repairs to the shoreline and invoice said Owner. The Association may also pursue any other remedy against said Owner as outlined in the Declaration or under the law. The Association shall be responsible to treat the lake for moss, bacteria or other lake related matters.

**Article 6.3. (c) Construction Materials.** All construction shall conform to the following:

(1) New building materials shall be used on construction. No “used materials”, except brick and stone, shall be used for or in the construction. Concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any structure.

(2) All structures shall have at least **Two-Thirds (66.667%) of the front of the structure composed of either brick or stone**, and the remaining structural frontage may be composed of other material(s) approved by Developer. The “front” location of structures placed on lots shall be approved by Developer. The sides and rear of all structures may be composed of materials approved by Developer.

(3) All chimneys shall be enclosed in brick masonry.

(4) Developer reserves the right to deny the use of any exterior type materials not thought to be in the best interest of the neighborhood and the Cobblestone Lake Subdivision (and additions thereto) specifically.

**Article 6.3. (d) Minimum Square Footage.** The minimum square footage of living space (exclusive of garages, carports, enclosed porches, terraces, breezeways, storage and basements) above the ground of each lot constructed shall be as follows:

- (i) **Ranch Style** (Square feet on one level) – **2,000 square feet.**
- (ii) **Two-Story** (Square feet on two levels) – **2,400 square feet.**
- (iii) Other Plans – Square footage shall be approved by Developer.

AND NOW THEREFORE, Developer declares that the following **Articles** shall be added as an Amendment to the Declaration as follows:

**Article 4.9. Developer as Association.** Until Developer forms the Association, the Developer shall have all rights, interests, powers and privileges of, and in lieu of, the Association to enforce any and all provisions contained in the Declaration, this Amendment and any amendment thereto, including, but not limited to, the right and power to collect and utilize annual assessments. The first annual

assessment shall be due and payable by all Lot Owners to Developer or Association, if any, at closing and shall be pro-rated as of the date of closing.

**Article 6.2. (i) Catch & Release of Fish.** Developer shall stock the lake with fish and the Association shall thereafter make every effort to maintain the lake fish stock. All bass fish less than sixteen (16) inches in length or catfish less than eight (8) inches in length shall be released if they are caught and they shall not be removed from said lake. All persons fishing in said lake shall adhere to the catch and release policy.

**Article 6.2. (j) Spraying.** Pesticide and/or insecticide shall not be sprayed, dumped, distributed or administered in any way within fifty (50) feet of the lake shoreline.

**Article 6.3. (r) LP Tank.** Any Lot Owner may place one (1) liquid propane tank of not more than one-thousand (1,000) gallons on a Lot for the purpose of heating the residence. Said tank shall be placed in an inconspicuous place and the Lot Owner shall paint the tank a color consistent with the color of the residential structure. The Lot Owner shall take reasonable steps to surround the tank with shrubbery that is aesthetically pleasing.

**Article 6.3. (s) Clothes Line.** There shall be no permanent clothes lines or clothes line posts or like structure placed in any front or side yards of any Lot in the Subdivision.

**Article 6.25. Wind & Solar Power.** No wind turbine, wind power device, solar panel or solar panel device of any kind shall be allowed on any property within the Subdivision without the express written consent of the Developer or Association.

**Article 6.26. Burning.** Unless otherwise note in Article 6.18, no burning shall occur within the Subdivision except that a recreational camp fire shall be allowed so long as it is properly attended and supervised by a person who has attained the age of eighteen (18).

**Article 6.27. Subdivision.** No Lot or parcel within the Subdivision shall be divided or subdivided in any manner except as noted in the Final Plat, Boundary Plat or proper amendment thereof.

**Article 8.13 Limit of Liability.** In no event shall any action or inaction by Developer regarding the Developer's powers, rights, interests or duties expressed in the Declaration or Amendment constitute or give rise to any liability against Developer, providing such action or inaction does not constitute fraud or gross negligence.

AND NOW THEREFORE, Developer declares that the following Article 9 – Water Wells shall be added as an Amendment to the Declaration as follows.

## ARTICLE 9 – Water Wells

**9.1. PURPOSE OF WELLS & PARTICIPATION.** All users of Wells (hereinafter referred to as “Well Users”) agree that the Water Wells (hereinafter referred to as “Wells” or “Well”) and water distribution lines shall be used and operated to provide an adequate supply of water for each of the properties connected thereto for the quotidian domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the Well and water distribution lines for the

benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto. All Well Users, for the exclusive benefit of the respective Lots, and for the exclusive use of the household residing thereon, are hereby granted the right in common with the other Well Users to draw water from the Well designated for said Lot for quotidian domestic consumption. "Quotidian domestic consumption" shall mean reasonable ordinary domestic use and reasonable use when watering a yard and garden. The Well Water shall not be used for commercial purposes, agricultural purposes, industrial purposes, irrigation purposes or to fill up any type of swimming pool. All Well Users agree to work together with the Well Captain (hereinafter defined) to maintain said Well.

**9.2. LOCATION OF WELLS.** Developer has drilled Wells in the Subdivision on Lot 2, Lot 6, Lot 10 and Lot 13. Each Well individually shall serve the following Lots as noted below:

- (a) The Well located on Lot 2 shall serve Lot 1, Lot 2, Lot 3 and Lot 4.
- (b) The Well located on Lot 6 shall serve Lot 5, Lot 6, Lot 7 and Lot 9.
- (c) The Well located on Lot 10 shall serve Lot 10 and Lot 11.
- (d) The Well located on Lot 13 shall serve Lot 12, Lot 13, Lot 14 and Lot 15.

**9.3. INITIAL EXPENSES.** Developer shall pay the initial expenses necessary to install a pump into each Well casing and to trench in an underground water distribution line from each Well to the Lot Line of the Well User's Lot that will be served by said Well. The Well User shall be responsible to hook up to and pay the expenses of hooking up to the Water Line that is trenched to the Well User's Lot Line. Developer shall use reasonable skill and care when installing the pump and water distribution line. Developer shall make no guarantee or express or implied warranty of any kind regarding the pump and water distribution line and installation thereof.

**9.4. RIGHT TO HOOK UP.** Unless otherwise agreed to in writing by Developer, a Lot Purchaser (also known as an "Owner") shall pay to Developer on or before the date of Closing of said Lot, a **\$3,000.00 hook-up fee** that shall entitle Owner the right to hook up to the Well designated for said Lot as identified in Article 9 herein. If a Purchaser does not pay the hook-up fee to Developer on or before the date of Closing on said Lot purchase, then Purchaser and his heirs, successors and assigns 1) shall not become a Well User, 2) shall forever waive the right to hook up to any Well identified in Article 9.2 and 3) shall not have access to any Well identified in Article 9.2. Each Lot Owner that pays the hook-up fee to Developer shall be served by a Well. Any Lot Owner that hooks up to a Well shall have, at a minimum, a **60 gallon water pressure tank** inside the residence to provide an even pressure in the water delivery system.

**9.5. OWNERSHIP.** Each Well User shall equally own the Well and associated pump accessories with the other Well Users served by said Well. Developer shall be considered an Owner under this paragraph as long as Developer owns a Lot that is intended to be served by said Well irrespective of whether or not Developer is being served by said Well.

**9.6. WELL CAPTAIN.** Each Well shall have a Well Captain (hereinafter referred to as "Captain") that shall be governed by the following provisions.

- (a) **NUMBER OF CAPTAINS.** There shall be four (4) Captains, one (1) for each Well, since there are four (4) wells as identified herein.

**(b) ELECTION OF CAPTAIN.** Developer shall serve as the Captain of each Well until Developer sells or otherwise conveys a Lot on which the Well is located. The first Well User (Purchaser) shall automatically assume the Captain role from Developer. Thereafter, when there is a second Well User for said Well, the Captain shall be elected every two (2) years to a two (2) year term by a majority vote of the Well Users of said Well. The two (2) year term shall commence from the date of the second Well User's Lot purchase. If there is an election tie, then the Association President shall cast a tie-breaking vote for the Captain election.

**(c) COMPENSATION OF CAPTAIN.** Each Captain shall receive reasonable compensation for the Captain obligations. Said reasonable compensation shall be determined by the Well Users of said Well.

**(d) DUTIES OF CAPTAIN.** The Captain duties shall include oversight of the following:

**(1) GENERALLY.** The Captain is responsible to ensure that the Well is properly repaired/maintained, to ensure that Well Users timely pay the annual payment including any expenses and to provide a proper accounting to the Well Users of the money received and expended on behalf of said Well.

**(2) EXPENSES, REPAIR & MAINTENANCE.** Each Well shall be maintained and repaired so that it shall continue to operate and provide water for the Well Users of said Well. The expenses, repair and maintenance of said Well and Well water distribution lines to the Well Users Lot Line shall be borne equally among the Well Users of said Well. If the Well needs repair/maintenance that will cost more than \$200.00, then the Captain shall notify all Well Users of the proposed repair/maintenance and the Captain shall obtain approval from the Well Users regarding the repair by a majority vote of the Well Users. If there is a tie, then the Association President shall cast a tie-breaking vote, irrespective of whether or not the President is one of said Well Users.

**(3) REPAIR OF WELL USER LINE.** Each Well User shall be completely responsible for the repair/maintenance of that portion of the water distribution line that runs from the Well User Lot Line to said Well User's residence or other structure. The Well User whose Lot on which said Well is located shall be completely responsible for the repair/maintenance of that portion of the water distribution line that runs directly from the Well to the Well User residence or other structure. Each Well User agrees that (s)he will promptly repair, maintain and replace all water pipes or mains serving his/her respective Lot.

**(4) REPLACING SITE IMPROVEMENTS.** The Captain shall ensure that the cost of any removal or replacement of pre-existing site improvements on an individual Lot necessary for Well operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the Well or water distribution line maintenance shall be borne by the Owner of the affected Lot, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among the parties so damaged.

**(5) DAMAGE BY THIRD PARTY.** Any third party non-Well User that causes damage to a Well shall be directly responsible for full payment of repair/maintenance of said Well. In the event that said third party will not pay for said repair, then the Well Users shall equally share in

the cost to repair said Well and may pursue any legal remedy available against said third party to recover the costs of said repair, including attorney's fees.

**(6) ANNUAL PAYMENT.** Each Well User shall make an annual payment of \$200.00 on or before January 15 of each year to the Captain for the purposes of paying the expenses and repair/maintenance associated with said Well. The \$200.00 annual payment amount may be increased/decreased as determined by a majority vote of the Well Users served by said Well. If Developer owns any Lot served by said Well, then Developer shall be considered a Well User and shall be entitled to vote as a Well User. The annual payment shall be placed in a checking account and the Captain only shall use the checking account funds to pay the expenses and any necessary repairs/maintenance of said Well.

**(7) LIEN.** Any Well User that does not make payment to the Captain for expenses and repair/maintenance or for a special assessment within thirty (30) days of said Captain's request, shall be subject to 1) having a lien placed against said Well User's property and 2) any other remedy available at law or equity.

**(8) METER.** Each Well shall have an electric utility meter and the invoice for said meter shall be mailed or delivered to the Captain for timely payment when due. The Captain shall use the checking account funds to timely pay said invoice.

**(9) ACCOUNTING.** The Captain shall be responsible to provide each Well User with an annual accounting on or before January 31 of each year, thereby showing the beginning and ending checking account balance together with the amounts and dates of all receipts and disbursements for said Well.

**(10) EMERGENCY.** If an emergency situation occurs, then the Captain shall be notified and shall act to correct an emergency situation and shall have access to the Well and water distribution system. In the absence of the Captain, each Well User shall have the right to act to correct an emergency situation. An "emergency situation" shall be defined as the failure of any shared portion of the system to deliver water upon demand.

**(11) CONSERVATION.** In the event there is a water shortage, each of the Well Users of said Well agrees to conserve water as necessary so that the overall purpose of the Well may be served.

**(12) ADDITIONAL DUTIES.** The Captain duties identified herein are not exclusive or exhaustive. The Captain shall be responsible to oversee all activity related to said Well.

**(e) REMOVAL OF CAPTAIN.** Upon reasonable proof of any of the following acts, the Captain may be removed by a majority vote of the Well Users served by said Well: 1) the Captain fails to keep the Well properly maintained, 2) the Captain misuses the checking account funds as demonstrated by the accounting or lack thereof or 3) the Captain commits some other egregious act related to the Captain duties that would make it impracticable for the Captain to continue in such capacity. If there is a tie vote, then the Association President shall cast a tie-breaking vote, irrespective of whether or not the President is one of said Well Users.

**9.7. CEASING USE.** A Well User may cease to access and/or use water from a Well at any time. Any Well User that ceases to use water from a Well shall be responsible to notify the Captain in writing of cessation and shall not be reimbursed for any payment made to the Captain for the expenses, maintenance and repair of the Well.

**9.8. LIABILITY OF LOT OWNER.** Unless otherwise provided herein, the Owner of the property on which a Well is located shall bear no responsibility as to the quality of the water supplied, consumption of water, failure or diminution in water service or water pressure from said Well to Well Users.

**9.9. IMPEDING FLOW.** The Well Users shall not take any action to cut off or impede the flow of water from a Well to any Well User.

**9.10. EASEMENTS.** There shall exist an easement with a fifteen (15) foot radius surrounding the Well site for access, repair/maintenance and replacement of said Well. Each of the Well Users does hereby grant to the other Well Users, his heirs, successors and assigns, such easements over, across and through the respective Lots as shall be reasonably necessary for the construction of the Well, repair/maintenance of underground water distribution lines, pumping equipment, mains, electrical wiring and conduit to the Lot line of each Well User. Developer hereby reserves the right to determine the easement location of each underground water distribution line. No party may install landscaping or other improvements that will impair the use of said easements.

**9.11. DRILL OWN WELL.** Any Purchaser or existing Well User may install his/her own well on his/her own Lot and said person shall be responsible to pay 100% of the costs associated with such and shall be entitled to 100% of the use of said well. No new well shall be drilled or placed within one hundred (100) feet of an existing Well unless all Well Users affected by said existing Well agree in writing thereto.

**9.13. LAKE WATER.** No Lot Owner, person, entity or otherwise shall use any water from the lake (identified as Outlot A) for quotidian domestic consumption purposes or the like, except that lake water may be used only for the limited purpose of emergency fire protection.

**9.13. PERMITTED USE.** Only those Lots hereinabove described and the dwellings located thereon shall be permitted to receive water from said Well and each Well User hereto does hereby covenant and agree that (s)he will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the Well, nor permit other persons to connect to the pipes or mains serving his/her respective Lot.

**9.14. TERMINATION OF USE.** In the event a Well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all Well Users, or in the event that another source of water shall become available to the respective Lots, then the rights and obligations of the Well Users created by this covenant shall cease and terminate.

**9.15. TESTING.** All Well Users shall permit periodic Well water sampling and testing by a responsible authority at the request of Developer, a Well User, mortgagee, the United States of America Rural Housing Services, the Illinois Department of Public Health or the Woodford County Health Department.

**9.16. LIMITED TO FOUR WELL USERS.** Each Well shall serve no more than four (4) single family dwelling units or four lots.

**9.17. SOURCES OF CONTAMINATION.** Any Well User, person or entity is strictly prohibited from constructing anything within fifty (50) feet of a Well that would be a potential source of contamination of said Well.

**9.18. ARBITRATION.** Unless otherwise provided herein, any dispute between/among the Well Users shall first be resolved by the Captain. If the Captain is unable to resolve a dispute then said dispute shall be resolved under the provisions of the Arbitration provision outlined in Article 8.11 of the Declaration first aforesaid.

WHEREAS, the undersigned Developer hereby affirms and ratifies all provisions of the Declaration first aforesaid and acknowledges that this Amendment shall run with the real property subject to the Declaration and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and shall run with the land.

IN WITNESS WHEREOF, Cobblestone Lake Developers, Inc. as the Developer has caused this Amendment to be executed in its name and by its fully authorized officers.

\_\_\_\_\_  
**Cobblestone Lake Developers, Inc.**  
**By: Darrell E. Dies, V.P.**

\_\_\_\_\_  
**Date**

Windy Hill Investment Group, LLC as a mortgagee consents to this Amendment.

\_\_\_\_\_  
**Windy Hill Investment Group, LLC**  
**By: Darrell E. Dies, Member**

\_\_\_\_\_  
**Date**

The Citizens Bank of Chatsworth as a mortgagee consents to this Amendment.

\_\_\_\_\_  
**Citizens Bank of Chatsworth**  
**By: Joe DeLeonardis, V.P.**

\_\_\_\_\_  
**Date**

Scott D. Dies and Janelle D. Dies, personally, as owners of Lot 8 consent to this Amendment.

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**Scott D. Dies, Lot 8 Owner**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Janelle D. Dies, Lot 8 Owner**

\_\_\_\_\_  
**Date**

THIS INSTRUMENT PREPARED BY & RETURN TO:  
DARRELL DIES  
106 W. BURTON  
EUREKA, IL 61530