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2011 RESTATEMENT AND AMENDMENT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF CANDLEWICK LAKE SUBDIVISION

THIS 2011 Restatement of and Amendment to the Covenants, Conditions, and Restrictions of Candlewick Lake Subdivision (hereinafter referred to as this “**2011 Restated and Amended Declaration**”) is made this 15th day of August, 2013 by the Candlewick Lake Association, Inc., an Illinois not for profit corporation (hereinafter referred to as the “**Association**”).

RECITALS

WHEREAS, on or about February 9, 1972, a declaration (the “**Original Declaration**”) of covenants, conditions, and restrictions was imposed upon that certain property consisting of residential lots, roads, parks, and common areas legally-described on the attached **Exhibit A** and recorded in the office of the Recorder’s Office of Boone County, Illinois (the “**Boone County Recorder**”) as document numbers 72-311, 72-738, and 72-799. Said land is sometimes hereinafter referred to as the “**Development**”; and

WHEREAS, on or about March 20, 1977, a comprehensive amendment (the “**First Amendment**”) to the Original Declaration was recorded with the Boone County Recorder as document number 77-938; and

WHEREAS, on or about October 20, 1980, a second amendment (the “**Second Amendment**”) to the Original Declaration was recorded with the Boone County Recorder as document number 80-3007. The Original Declaration, as amended by the First Amendment, the Second Amendment, other amendments thereto, and this 2011 Restated and Amended Declaration (after being recorded), is sometimes hereinafter referred to collectively as the “**Declaration**”; and

WHEREAS, pursuant to the terms and conditions of the Declaration, the Declaration can be amended and modified by the owners of the majority of the lots in the Development; and

WHEREAS, the Association has notified the Owners that changes in Illinois law require the Declaration to be amended to bring it into compliance with Illinois law; and

WHEREAS, upon due notice and consideration, the Owners have decided to amend the Declaration to accomplish three objectives: first, to bring it into compliance with Illinois law; second, to correct irregularities and mistakes that are a part of the current declaration; and finally, to restate the Declaration (as amended) so that this 2011 Restated and Amended Declaration embodies the full, up-to-date Declaration.

NOW THEREFORE, the Original Declaration, the First Amendment, the Second Amendment, and the above Recitals are incorporated as though fully set-forth herein and are restated in the numbered sections below, as amended as provided herein. In the event of a conflict between the above Recitals, the First Amendment, and the Second Amendment, the terms and conditions of the numbered paragraphs below shall control.

ARTICLE I
RESTATED AND AMENDED DECLARATION

I. Residential Charter of the Development.

- A. In General. Every Lot shown on the plats of the Development unless otherwise designated by the 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 (hereinafter collectively the "Plat") identified on the attached **Exhibit B**. 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. This paragraph is subject to immediate exception by the Environmental Committee (as hereinafter defined) as it deems proper and necessary, and said exception shall be made only if passed by a majority vote of the Environmental Control Committee (as hereinafter defined) 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 and the decision of said Committee shall be binding on all parties concerned therewith.
- D. Obligation to Provide Copy of Leases. With regard to any lease entered into subsequent hereto, any Owner leasing a Lot, improvements on a Lot, or any other possessory interest in the Development shall deliver a copy of the signed lease to the Association, or if the

lease is oral, a memorandum thereof, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

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 having less than the following minimum square footage 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.

i. 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 Lot (except fences, the placement of which is provided for hereinafter) except as follows:

(a) Front Yards. The front building set-back line shall be thirty (30) feet or as otherwise shown on the record plat.

(b) 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.

(c) Rear Yards. For Lot that abut in the rear on a road, whether public or private, the minimum rear set-back line shall be equal to one-half ($\frac{1}{2}$) of the width of 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 (this line is marked with the abbreviation B.S.L. on the Plat.) In all other cases, the minimum rear set-back line shall be twenty (20) feet or twenty-five (25) percent of the depth of the Lot, whichever is greater.

(d) 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. In the event of a dispute over which abutting road to use, the decision of the Environmental Control Committee shall control.

(e) 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 in 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, 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 Lot 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 Lot is begun shall be completed within six (6) months after the beginning of such construction or placement. No Owner shall allow any improvement which has partially or totally been destroyed by fire or other cause to remain partially or totally destroyed for more than three (3) months from the time of such destruction or damage. The Association is hereby granted the express authority to take any action at law or in equity to ensure compliance with the provisions of this section, including the right to seek a court order for demolition and reimbursement for any expenses, court costs, attorney fees, and other expenses related hereto.
- F. Prohibition of Used Structures. All structures constructed or placed on any Lot 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 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, and when such debris or foreign material has entered Candlewick Lake from said Lot, to remove the same immediately.

vi. 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 shall fail to maintain said Lot and any improvements situated thereon in accordance with the provisions of these restrictions, and any Bylaws of 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.

A. Sanitary Prohibitions. 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, every purchaser agrees that any violation of this Section constitutes a nuisance, which may be abated by the Association in any manner provided in law or in equity, including injunctive relief. Further, the cost or expense of abatement (including court costs and attorneys' fees where applicable) shall become a charge and/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. Sewage. The Development's central sewage system must be used by all Lots for disposal of sanitary wastes.

IV. General Prohibitions.

A. In General. No noxious or offensive activities shall be conducted on any Lot, 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.

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, 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. The Association is authorized to adopt reasonable rules and regulations with regard to vehicle parking, including but not limited to the regulation of trucks.
- E. Disposal of Garbage, Trash and Other Like Household Refuse. No Owner of any Lot 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 said Owner's 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 by fencing or shrubbery to the satisfaction of the Environmental Control Committee. 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. No Owner of any Lot 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 Association.
- 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 and Regulations 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 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.
- L. Ditches and Swales Shall Not be Obstructed. It shall be the duty of every Owner of every Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon said Owner's 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. All Lot Owners, where required by the Environmental Control Committee, 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: By jacking, drilling or boring; or 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. In General. No dwelling building structure or improvement of any type or kind may be constructed or placed on any Lot 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 4 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; and/or
 - (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 or part of the Owners of other Lots.
 - 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 the restrictions contained in the Declaration, and that the granting of a variance or adjustment will not be materially-detrimental or injurious to other Lots.
 - 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. 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 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.

- A. In General. The Association has been granted certain easements along, across, over, under and upon the real estate that constitutes the Development. The easements so reserved the Association are described as follows:
- i. Rights of Way and Utility Easements. The Association has been granted 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 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.
 - ii. Shoreline Easement. The Association has been granted an easement ten (10) feet wide along that portion of each Lot contiguous to the shoreline of Candlewick Lake for lake and shoreline maintenance and control. 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.
 - iii. Stormwater and Drainage Easement. The Association has been granted a fifteen (15) foot wide easement, along both sides of all road rights-of-way for the purpose of cutting and filling and drainage. The Association has further been granted 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.
 - iv. Stabilization Easement. Each Lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.

v. Equestrian Easement. The Association has been granted 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.

B. Waiver of Claims. No Owner of any Lot on the Candlewick Lake Subdivision shall have any claim or cause of action against the Association, its successors, assigns, employees, agents, 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.

A. Treatment of Contiguous Lots As A Single Lot. Whenever two (2) or more contiguous Lots 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/she/they 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 9) 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.

A. Ownership. Each street with the exception of those otherwise indicated on the recorded 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 nor 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 Association. Ownership of the streets, lakes, parks, recreational facilities and other amenities shall remain in the Development, subject to the conditional license described above.

B. Deleted.

IX. The Candlewick Lake Association

A. Governing Documents. The Association shall be subject to and governed by bylaws (the "**Bylaws**"), which shall be recorded with the Declaration if required by Illinois law, and the rules and regulations that are from time-to-time promulgated by the Board (the "**Rules and Regulations**"). The current Bylaws are attached hereto as

Exhibit C. The Owners must comply with the Declaration, Bylaws, and Rules and Regulations.

- B. Meetings of Members. Every year the Membership shall hold an annual meeting. Twenty percent of the Membership shall constitute a quorum. Special meetings of the Membership may be called by the President, the Board, twenty percent of the Membership, or any other method identified in the Bylaws.

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

- A. In General. Certain Lots are contiguous to Candlewick Lake. The water in, and the land under, said Lake is and will be owned by the Association. Said Lake is depicted on the recorded Plat. 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 acquired by each 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 Plat. 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, 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 on the Plat, and title shall pass with such dredging or other removal as by erosion.
- B. Reservation of Easement in The Association for Operation of Lake. The Association has been granted an easement upon, across and through each of said Lots contiguous to said Lake as is provided in Paragraph VI.A.(ii) in connection with operating said Lake. Without limiting the generality of the immediately preceding sentence, it is declared that neither the 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 Section X.(C) below.
- C. Reservation of Right in The Association to Change Water Elevation in Lake. The Association has been granted the right to raise and lower the elevation of said Lake for maintenance purposes or flood prevention, but neither the Association, nor any successor or assigns of the 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 Plat.

XI. Water and Sewer Services.

- A. Service Charges. 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 any 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. Injunction; Damages. The Association or any party to whose benefit the terms, conditions, and restrictions contained herein inure, and any successors and assigns, may proceed at law or in equity to prevent the occurrence or continuation of any violation of this Declaration and shall have the right to obtain a prohibitive or mandatory injunction to enforce observance of the terms, conditions, and restrictions contained herein, 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 for any act or omission other than willful and wanton conduct.

XIII. Effect of Grantee's Acceptance of Deed.

- A. Title Held Subject To Declaration. 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 term, condition, and restriction contained herein. 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 this Declaration, 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 terms, conditions, and restrictions.

- B. Acceptance and Acknowledgment of Risks and Hazards. 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 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. Interpretation; Titles; Construction.

- A. Titles For Convenience; Not Operative Terms. The titles preceding the various paragraphs and subparagraphs of this Declaration 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.

- A. Automatic Extension. The Declaration shall run with the land and shall be binding on all Owners, Members, lessees, tenants, licensees, guests, visitors, and all persons or parties having or acquiring any right, title, or interest in and to the Development or any part thereof, including but not limited to the Lots until December 31, 2019, at which time said Declaration shall be automatically extended beginning on January 1, 2020 for successive periods of ten (10) years, unless changed in whole or in part by the majority vote of the Membership.

XVI. Severability.

- A. Independent Terms and Conditions; Severable. Every one of the terms, conditions, restrictions, and provisions hereof are hereby declared to be independent of and severable from, the rest of the provisions of this Declaration. 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, enforce ability or “running” quality of any other one of the Restrictions.

XVII. Amendment.

- A. 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. For purposes of amendment, a land contract vendee shall be considered an

Owner to the extent 1) allowed by Illinois law; and 2) unless the seller expressly retains in writing any or all of the rights conferred by this paragraph. All such instruments executed, in writing, for the purposes herein shall be filed for record with the Boone County Recorder.

XVIII. Miscellaneous

A. Definitions.

- i. "Owner" or "Owners" means every person or entity who is the record owner of a fee or an undivided fee interest in any residential Lot or Lots.
- ii. Upon the vesting of such interest and without any further act, said Owner or Owners shall be a member (a "**Member**") of the Association and subject to the rights, restrictions, and obligations provided in this Declaration, the Articles of Incorporation for the Association, and the Bylaws.
- iii. The collective group of Members entitled to vote pursuant to this Declaration and the Bylaws is sometimes hereinafter referred to as the "**Membership**". Association Membership shall be further defined and restricted by the Bylaws.

B. Errors and Omissions.

- i. If there is an omission or error in the Declaration, or any other instrument of the Association, the Association may correct the error or omission by an amendment to the Declaration or other instrument, as may be required to conform it to the Common Interest Community Association Act (the "**Act**") or any other applicable statute, or to the Declaration itself, by an amendment duly adopted by a vote of two-thirds of the members of the board of directors or by a majority vote of the Members at a meeting duly called for that purpose, unless the Act or the Declaration specifically provides for a greater percentage or a different procedure.

IN WITNESS HEREOF, the undersigned Don Parisi, as President, and Chuck Corso, as Secretary of the Candlewick Lake Association, Inc., an Illinois not for profit corporation, hereby certify and state that this 2011 Restated and Amended Declaration was duly passed by the Members on the 22nd day of July, 2013, and that the undersigned have duly executed this 2011 Restated and Amended Declaration on this 15th day of August, 2013. This 2011 Restated and Amended Declaration shall become effective upon recordation in the office of the Boone County Clerk & Recorder.

EXHIBIT A
LEGAL DESCRIPTION OF THE DEVELOPMENT

PARTS OF SECTIONS TWENTY-TWO (22), TWENTY-SIX (26), TWENTY-SEVEN (27) AND TWENTY-EIGHT (28), ALL IN TOWNSHIP FORTY-FIVE (45) NORTH, RANGE THREE (3) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-SIX; THENCE SOUTH 00° -52' -08" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-SIX, 2651.94 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-SIX; THENCE SOUTH 00° -52' -08" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SIX, 1485.00 FEET; THENCE SOUTH 88° -17' -50" WEST, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SIX, 1860.88 FEET; THENCE SOUTH 00° -49' -49" EAST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SIX, 487.99 FEET; THENCE SOUTH 88° -16' -05" WEST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SIX, 785.40 FEET TO A POINT IN THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SIX, WHICH BEARS SOUTH 00° -49' -49" EAST, 1973.40 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SIX; THENCE SOUTH 00° -49' -49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SIX, 669.71 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SIX; THENCE SOUTH 88° -24' -01" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SIX, 729.30 FEET; THENCE NORTH 14° -53' -47" WEST, 396.00 FEET; THENCE SOUTH 89° -27' -47" WEST, 761.02 FEET; THENCE SOUTH 01° -39' -59" EAST, 399.50 FEET TO A POINT IN THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SEVEN, WHICH BEARS SOUTH 88° -24' -01" WEST, 1580.80 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SEVEN; THENCE SOUTH 88° -24' -01" WEST, 455.36 FEET; THENCE NORTH 03° -43' -58" WEST, 140.69 FEET; THENCE SOUTH 88° -24' -01" WEST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SEVEN, 303.39 FEET; THENCE SOUTH 03° -43' -58" EAST, 140.69 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SEVEN; THENCE SOUTH 88° -24' -01" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SEVEN, 321.26 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SEVEN; THENCE SOUTH 87° 51' -29" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-SEVEN, 2331.94 FEET TO THE CENTERLINE OF CALEDONIA ROAD AS NOW LAID OUT AND USED; THENCE NORTHWESTERLY, ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-EIGHT, (THE CHORD ACROSS THE LAST DESCRIBED COURSE BEARS NORTH 27° -34' -48" WEST, 5899.37 FEET); THENCE NORTH 88° -23' -48" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-EIGHT, 2329.55 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-EIGHT; THENCE NORTH 00° -58' -20" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-TWO, 2644.75 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-TWO; THENCE NORTH 88° -17' -07" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-TWO, 2661.28 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION TWENTY-TWO; THENCE NORTH 88° -17' -07" EAST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-TWO, 662.67 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-TWO; THENCE NORTH 00° -55' -08" WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-TWO, 1323.73 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-TWO; THENCE NORTH 88° -15' -38" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-TWO, 662.89 FEET TO THE NORTHEAST

CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-TWO; THENCE SOUTH 00° -54' -35" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-TWO, 1324.02 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-TWO; THENCE NORTH 88° -17' -07" EAST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-TWO, 1325.34 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-TWO; THENCE SOUTH 01° -06' -47" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION TWENTY-TWO, 2644.10 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION TWENTY-TWO; THENCE NORTH 88° -15' -10" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-SIX, 2643.52 FEET TO THE POINT OF BEGINNING. CONTAINING 1362.669 ACRES. SITUATED IN BOONE COUNTY, ILLINOIS;

TOGETHER WITH

PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 55 MINUTES 08 SECONDS WEST, PARALLEL WITH THE WEST LINE OF THE EAST HALF SOUTHWEST QUARTER OF NORTHEAST QUARTER OF SAID SECTION, 660.00 FEET THENCE NORTH 88 DEGREES 17 MINUTES 07 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF NORTHEAST QUARTER OF SAID SECTION 662.67 FEET TO THE WEST LINE OF THE EAST HALF OF SOUTHWEST QUARTER OF NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 00 DEGREES 55 MINUTES 08 SECONDS EAST, ALONG SAID WEST LINE, 660.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 88 DEGREES 17 MINUTES 07 SECONDS WEST, ALONG SAID SOUTH LINE, 662. 67 FEET TO PLACE OF BEGINNING;

TOGETHER WITH

PART OF THE NORTH HALF (1/2) OF SECTION TWENTY-TWO (22), TOWNSHIP FORTY-FIVE (45) NORTH, RANGE THREE (3) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH, PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, 988.67 FEET; THENCE EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, 662.67 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH, ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD WHICH RUNS NORTHEASTERLY AND

SOUTHWESTERLY THROUGH THE NORTH HALF OF SAID SECTION; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD AS AFORESAID, TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION TO THE POINT OF BEGINNING.

SITUATED IN BOONE COUNTY, ILLINOIS. BEING APPROXIMATELY 82 ACRES;

TOGETHER WITH:

PART OF THE NORTH HALF (1/2) OF SECTION TWENTY-TWO (22), TOWNSHIP FORTYFIVE (45) NORTH, RANGE THREE (3) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH, PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, 988.67 FEET; THENCE EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, 662.67 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH, ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD WHICH RUNS NORTHEASTERLY AND SOUTHWESTERLY THROUGH THE NORTH HALF OF SAID SECTION; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD AS AFORESAID, TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION TO THE POINT OF BEGINNING;

SITUATED IN THE COUNTY OF BOONE AND THE STATE OF ILLINOIS.

EXHIBIT B

LIST OF PLATS OF THE DEVELOPMENT

Lots 1 through 153 inclusive in Candlewick Lake Unit 1 according to the plat recorded as document number 71-2491;
Lots 1 through 161 inclusive Candlewick Lake Unit 2, according to the plat recorded as document number 71-2919;
Lots 1 through 273 in Candlewick Lake Unit 3, according to the plat recorded as document number 72-123;
Lots 1 through 427 inclusive Candlewick Lake Unit 4, according to the plat recorded as document number 72-415;
Lots 1 through 321 in Candlewick Lake Unit 5, according to the plat recorded as document number 72-1508;
Lots 1 through 463 inclusive in Candlewick Lake Unit 6, according to the plat recorded as document number 72-2060
and 73-04912;
Lots 1 through 258 inclusive in Candlewick Lake Unit 7, according to the plat recorded as document number 72-2875;
Lots 1 through 188 inclusive in Candlewick Lake Unit 8, according to the plat recorded as document number 72-3073;
Lots 1 through 134 inclusive in Candlewick Lake Unit 9, according to the plat recorded as document number 72-3274;
Lots 1 through 209 inclusive in Candlewick Lake Unit 10, according to the plat recorded as document number 72-3475;
Lots 1 through 59 inclusive in Candlewick Lake Unit 11, according to the plat recorded as document number 73-2314;
and
Lots 1 through 52 in Savannah Oaks of Candlewick Lake, according to the plat recorded as document number 05-12206;
all being subdivisions of portions of Sections 22, 26, 27 and 28 of Township 45 North, Range 3 East of the Third
Principal Meridian, all situated in the County of Boone and the state of Illinois.