



LAKE HOLIDAY RESTRICTIVE COVENANTS

Updated February 3, 2009

LAKE HOLIDAY PROPERTY OWNERS – LASALLE COUNTY, ILLINOIS

1. Said lots shall be used exclusively for human dwelling or residential purposes except those lots that may be designated, subject to township or county rezoning and zoned as business or commercial areas on the plats by Illinois Wildlife Clubs, Inc. its successors and assigns.
2. Not more than one dwelling may be erected on any one lot, nor more than one other building for garage or storage purposes and provide further that no such building shall be erected prior to the erection of a single family dwelling. No accessory or temporary building shall be used or occupied as a dwelling. No dwelling or structure shall have tar paper, roll brick siding or similar material on the outside walls. No house trailer, tents, shacks, or similar structure shall be erected or constructed, moved to or placed upon said lots and all buildings must be completed within six months (6) from the date the construction thereof is commenced.
3. No dwelling shall be constructed having less than the following minimum square footages of living space, exclusive of porch area and garage area: One story houses shall have a minimum of 750 square feet of living space as aforesaid, and two-story houses shall have a minimum of 850 square feet of living space, with a minimum of 550 square feet of living space on the first floor. All building plans, including but not necessarily limited to, sanitary waste disposal, foundation and structural, must be approved in advance of installation, excavation, erection and construction by Illinois Wildlife Clubs, Inc. its successors and assigns. No porch or projection or any dwelling or accessory building shall extend nearer than 30 feet of any road right of way, nor nearer than 10 feet from the lot line of any abutting lot, nor within 50 feet from the normal high water mark of Lake Holiday, except as shown on the recorded plat.
4. No outside toilets shall be permitted. No sanitary waste shall be permitted to enter Lake Holiday and all sanitary installations must conform with the Illinois Department of Public Health Private Sewage Disposal Licensing Act and Code.
5. No noxious or offensive trade or activity shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. Excepting the usual household pets, no other animals or fowls shall be kept or maintained on any lots and no signs shall be displayed thereon without the written permission in advance thereof, of Illinois Wildlife Clubs, Inc., or its successors and assigns.
6. No dwelling may be constructed on said lots for use as a Model home, exhibit home, or other such use, without prior permission having been obtained from Illinois Wildlife Clubs, Inc., its successors or assigns; and no dwelling constructed on said lots shall be resold within two (2) years after its construction without the consent or approval of Illinois Wildlife Clubs, Inc., its successors and assigns; and all dwellings constructed on said lots shall be completed within six (6) months after commencement of construction; and, no such dwellings shall be occupied for residential purposes until substantially completed. Whether or not a dwelling is substantially completed shall be within the discretion of Illinois Wildlife Clubs, Inc., its successors and assigns.
7. No boat docks, floats or other structures extending into Lake Holiday or lakes shall be constructed or placed into or on said lakes without written permission, in advance thereof, of Illinois Wildlife, Clubs, Inc., its successors or assigns, and use of said lakes shall be in compliance with the rules and regulations of Lake Holiday Property Owners Association, Inc.
8. Illinois Wildlife Clubs, Inc., for itself or its successors, assigns and licensees, reserves a ten (10) foot wide easement along all road right-of-ways 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 or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installation, maintenance and operations, together with the right to install, maintain and operate gas and water mains and the appurtenances thereto; culverts and drainage ditches; reserving also the rights to ingress and egress to such areas for any of the purposes heretofore mentioned. Except in instances where an owner of two or more adjoining lots erects and constructs a dwelling or building which will cross over or through a common lot line, the same shall not be subject to the aforementioned five (5) foot easement except as shown on recorded plats. Excepting further that no easement shall exist on that portion of any waterfront lot running along or abutting the shoreline of Lake Holiday or lakes and Illinois Wildlife Clubs, Inc., for itself and its successors, assigns and licensees also reserves the right to cause or permit drainage or surface water over and/or through said lots. Illinois Wildlife Clubs, Inc., its successors

and assigns and licensees, also reserves an easement on, over or under all road right of ways for the purpose of installing, maintaining and operating the aforementioned utilities and drainage. Lot owners shall have no cause of action against Illinois Wildlife Clubs, Inc., its successors and assigns, either in law or in equity, excepting in cases of willful or wanton negligence on account of any damage caused by the installation, maintenance and operation of the aforementioned utilities and drains. All lot owners will install dry culverts between the road right-of-ways and their lots in conformity to specifications and recommendations of Illinois Wildlife Clubs, Inc., its successors and assigns.

9. Each PURCHASER of a lot or lots in the Lake Holiday Development shall be subject to an annual charge of two hundred dollars (\$200.00) or such other amount as may be determined by the Lake Holiday Property Owners Association, Inc. which PURCHASER agrees to pay to the Lake Holiday Property Owners Association, Inc., its successors and assigns, annually, on the first day of March, after date of Agreement to Purchase said lot or lots, for the repair and maintenance for the various areas reserved for the use of lot owners, whether or not use thereof is exercised. Said annual charges may be increased by action of the Board of Directors of the Lake Holiday Property Owners Association, Inc., in the event that it is determined by said Board of Directors that said annual dues are not sufficient to properly repair and maintain said areas, including the roads in the Development, in their original condition. In the event the streets are not properly maintained in comparison to their original condition, the county superintendent of highways of LaSalle County can notify the persons or corporations in charge of the streets to properly repair the same. Said repairs to be made within thirty (30) days of notice given. Failure to do so will authorize the county superintendent to cause repairs to be made at the expense of the persons then owning the lots or the persons or corporations in charge thereof. Purchaser further agrees that the purchase of any lot and the use of any said areas shall be subject to approval of Purchaser for membership in Lake Holiday Property Owners Association, Inc., as herein provided and to comply with all rules and regulations from time to time promulgated by said Association. Purchaser further agrees that all charges, as herein set forth shall be and constitute a lien on his lot or lots and a debt which may be collected by suit in any court of competent jurisdiction or otherwise; and that upon the conveyance of any lot or lots described herein the grantee thereof and each and every successive owner and/or owners shall, from the time of acquiring title and by the acceptance thereof by deed or otherwise, be held to have covenanted and agreed as aforesaid to pay Lake Holiday Property Owners, Association Inc., its successors and assigns, all charges, past and/or future, as provided for herein and in strict accordance with the terms and provisions hereof. As a part of the consideration herein, PURCHASER further agrees that he will not sell, assign or convey any lot or lots to any person or persons not approved for membership in Lake Holiday Property Owners Association, Inc., and to submit the bonafide selling price of the lot or lots to the lot owner right and left thereof and thereafter to Illinois Wildlife Clubs, Inc., its successor and assigns, for first refusal to purchase same for said price. In such sequence, before effecting sale and conveyance to anyone else, the right and left lot owner determinable by the SELLER on his lot or lots facing the rear thereof, and all persons owning lots in said Lake Holiday Development must be members of said Association.
10. The terms, conditions and considerations of a water service agreement heretofore filed or to be filed with the Office of the Recorder of Deeds of LaSalle County, Illinois are hereby incorporated herein as though fully set forth herein. PURCHASER, by virtue thereof, hereby agrees to pay to Illinois Wildlife Clubs, Inc., its successors and assigns a minimum monthly charge of Five Dollars (\$5.00) payable semi-annually on the first day of March and September, commencing upon the availability of water service whether or not tap and connection is made to the main and continuing so long as water is available for use. Upon written request and payment of One Hundred ninety-five Dollars (\$195.00) in cash to Illinois Wildlife Clubs, Inc., its successors and assigns, a tap to the main and connection to the lot line will be installed. Said charges are subject to change by the Illinois Commerce Commission, and if unpaid, shall constitute a lien upon the lot or lots served as of the date of the same become due. Exceptions and further explanations pertaining to the conditions of water service are more fully set forth in the said Water Service Agreement as aforesaid.
11. All of the foregoing restrictions shall be considered as covenants running with the land and shall bind the PURCHASER and his or their heirs, executors, administrators, successors and assigns and in the event of a violation of any of the covenants or restrictions herein contained. It shall be the right of any person or persons owning any lot in the development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent him or them from so doing or recover damages for such violations. All of the restrictions, conditions, covenants or agreements contained herein shall remain in force until 1 January 1975, and thereafter, from time to time, the same may be changed, altered, amended or revoked in whole or in part upon agreement, in writing, by the owners of at least two-thirds (2/3) of this lots in this development; provided, however, that no change may be made which is violative of restriction No. 1. Any

invalidation of any one of these covenants and restrictions shall in no way effect any other which thereafter shall remain in full force and effect.

12. No registered sex offender shall be permitted to reside within Lake Holiday Subdivision or approved as a member of Lake Holiday Property Owners Association. No conveyance or attempted conveyance of any interest in and to any residential lot within Lake Holiday Property Owners Association to a registered sex offender shall be considered to transfer to any owner, tenant or other persons purporting to acquire an interest in said property the right to enter upon the roadways or otherwise utilize any of the common property within Lake Holiday Subdivision. This Restriction as to any specific transfer of property may be modified or rescinded by the Board of Directors of Lake Holiday Property Owners Association, but said rescission shall not be deemed effective unless in writing and recorded with the Recorder of Deeds of LaSalle County subsequent to consideration by the Board and a determination that the person so applying is in their judgment no longer constitutes a danger to the community based upon the facts and circumstances existing at said time. This Covenant shall not be utilized at any time by the Board of Directors of Lake Holiday Property Owners Association to discriminate against purchasers or lot owners on the basis of race, sex, national or ethnic origin or other improper purposes. The Board of Directors of Lake Holiday Property Owners Association, or any committee to which authority is delegated with regard to the enforcement of this Restrictive Covenant, shall be personally immune from any liability for enforcement.