

**DECLARATION OF COVENANTS AND
RESTRICTIONS FOR WOODHAVEN
LAKES
(AMENDED)**

WHEREAS, the Declaration of Covenants for Woodhaven Lakes ("Declaration") was filed with the Lee County Recorder of Deeds on June 4, 1971, at Volume 67, Page 453; and

WHEREAS, said Declaration imposed certain restrictions, covenants, equitable servitudes, and charges for the benefit of all the Lots and Parcels in the Development known as Woodhaven Lakes ("Declaration"); and

WHEREAS, the provisions of the Declaration may be amended in the manner set forth in Article XIX of the Declaration; and

WHEREAS, a majority of the Owners of the Campsites in the Development have determined that Declaration should be amended.

NOW THEREFORE, the Declaration shall be amended in its entirety and restated to read as follows: The Association hereby declares that all of the Lots in the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan to maintain the Development, for the improvement and sale of said Lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said Lots in favor of each and all other Lots; to create reciprocal rights between the respective Owners of all such Lots; to create a privity of contract and estate between the grantees thereof, their heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other such Lots in the Development and their respective Owners, present and future. (Legal description attached hereto as exhibit A.)

I. DEFINITIONS.

The following terms as used in this Declaration are defined as follows:

A. "Articles" means the Articles of Incorporation of the Woodhaven Association.

B. "Association" means THE WOODHAVEN ASSOCIATION, an Illinois not-for-profit corporation.

C. "Board" means the Board of Directors of the Association.

D. "By-Laws" means the By-Laws of the Association.

E. "Campsite" means a Lot designated on the recorded Plats or in the Supplemental Declaration for occupancy and use in accordance with this Declaration for recreational camping purposes.

F. "Committee" means the Environmental Committee.

G. "Common Property" means all of the real property designated for the use of members of the Association and their guests. It includes all real property designated as Common Property in the Plat or Supplemental Declarations and all real property acquired by the Association for such use together with improvements that may from time to time be constructed thereon.

H. "Declaration" means the Declaration of Covenants and Restrictions and any amendments hereto.

I. "Development" means all that real property situated in Lee County, State of Illinois, described in the Supplemental Declaration, the Plat and all other real property that may be annexed thereto.

J. "Household" means a family group who regularly and customarily reside together in the same house or home as a principal residence.

K. "Improvements" means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, docks, piers,

hedges, poles, antennae, and any other structures of any type or kind.

L. "Lot" means any numbered, lettered, or otherwise identified tract of land shown on the Plat or otherwise in the Development.

M. "Owner" means:

1. Any person or legal entity including The Woodhaven Association who holds fee simple title to any Campsite.

2. Any person or legal entity who has contracted to purchase a fee simple title to a Campsite pursuant to a written agreement, in which case the seller under such an agreement shall cease to be the Owner while said agreement is in effect.

3. Any person or legal entity that holds any property interest which permits the person or entity to use or have possession of any Campsite.

N. "Parcel" means any named or lettered tract within the Development shown on a Plat as an outlot.

O. "Plat" means the maps of the Development as they are from time to time recorded.

P. "Recreational Vehicle" or "RV" means a vehicular type unit initially designed as temporary living quarters for a recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. The Association shall establish appropriate manufacturing and safety standards for RVs from time to time that may include nationally recognized manufacturing and safety standards. Such standards shall be part of the definition of each type of RV. The basic types of Recreational Vehicles are:

1. Travel Trailer. A vehicular unit, mounted on wheels, of such size or weight as not to require special highway movement permits when drawn by a motorized vehicle; initially designed and constructed to provide temporary living quarters for recreational, camping, or travel use.

2. Park Trailer. A recreational unit mounted on wheels that does not exceed 400 square feet including exterior trim, which is initially designed and constructed to provide temporary living quarters for recreational, camping, or travel use.

3. Truck Camper. A portable unit, designed to be loaded onto or affixed to, the bed or chassis of a truck,

constructed to provide temporary living quarters for recreational, camping, or travel use.

4. Motor Home. A vehicular unit built on a self-propelled motor vehicle chassis, initially designed to provide temporary living quarters for recreational, camping, or travel use.

5. Camping Trailer. A vehicular unit mounted on wheels and constructed of collapsible partial sidewalls which fold for towing, designed and constructed to provide temporary living quarters for recreational, camping, or travel use.

Q. "Primary and Principal Residence" means the use of one or more Campsites by any Owner or occupant in one or more of the following ways:

1. As a domicile;

2. As a usual place of abode;

3. As a place the Owner or occupant declares is a primary residence, a principal residence, or a permanent residence.

4. As a place claimed to be a residence for purposes of any of the following: enrolling a child or children in public school systems without payment of tuition, enrolling a child or children in any school, obtaining an automobile license, obtaining a motor vehicle license, registering to vote, or obtaining any governmental benefit.

R. "Residence" means a place used as a dwelling even though the Owner or occupant has a permanent place of abode or a domicile elsewhere.

S. "Tent" means a movable shelter made of canvas or other similar material and supported by a pole or poles, and designed and manufactured to provide temporary living quarters for recreational and camping use.

T. "Supplemental Declaration" means:

1. The recorded Supplemental Declaration of either Woodhaven Corporation or The Woodhaven Association, or,

2. In the case of real property being annexed to the Development, the recorded Supplemental Declaration of The Woodhaven Association that incorporates the provisions of this Declaration therein by reference. In either event, the Supplemental Declaration shall include a description of the real property in the Development subject to the provisions of this Declaration and shall designate the permitted uses of such property.

U. "Woodhaven" means The Association.

II. RESTRICTION ON OWNERSHIP OF CAMPSITES.

Title to a Campsite may only be in natural persons, except for the following situations:

1. Title received by a lender through foreclosure or deed in lieu of foreclosure; such title must be transferred to a natural person when practicable.
2. Title in an executor or administrator; such title must be transferred to a natural person when practicable.
3. Title in a charitable or religious organization that receives title as a gift; such title must be transferred to a natural person when practicable.
4. Title received by purchaser at a tax sale; such title must be transferred to a natural person when practicable.
5. The Association.

III. LAND USE.

Lots shall be designated in the Supplemental Declaration as to their permissible uses and shall thereupon become subject to the restrictions or other provisions of the Declaration relating to such uses. In the event a use is designated for which no such provisions are contained herein (e.g., commercial or government) the same may be set forth in such Supplemental Declaration.

A. Use.

1. Unless otherwise stated in the Supplemental Declaration, all Lots shall be designated and utilized as Campsites. Owners may place thereon Tents and Recreational Vehicles. Except as approved by the Association, no permanent or semi-permanent structure may be erected on any Campsite, nor may any mobile home, A-frame, or modular home, designed for permanent occupancy be located or placed thereon, it being the intention of Woodhaven to exclude such mobile homes, A-frames, and modular homes from use on the Campsites.
2. No Recreational Vehicle other than those described or defined above shall be placed on any Campsite unless written approval therefore shall have been first obtained from the Association.

3. All Recreational Vehicles shall be maintained in an operable condition at all times.

4. Unless otherwise specifically permitted, all Lots designated and utilized as Campsites may only be used for recreational purposes.

5. No Campsite may be occupied for more than 183 days in any calendar year.

6. No Campsite may be used as a Primary and Principal Residence.

7. No combination of Campsites may be used by one or more Owners or occupants in a manner resulting in the Development being a place of Primary and Principal Residence.

B. Common Property.

1. All Parcels in the Development designated as Common Property are and shall remain private property owned by The Woodhaven Association and the recordation of a Plat shall not be construed as a dedication to the public of any such Common Property located therein.

2. The use and enjoyment of Common Property and Improvements thereon shall be subject to the powers of the Association, as set forth in its Articles and By-Laws and to rules and regulations governing the use of such property and Improvements as may from time to time be adopted by the Association.

3. At any time the Association may, upon the affirmative vote of two-thirds of its members entitled to vote, offer any Common Property for dedication to public use. Such offer shall be subject to acceptance by the appropriate governmental authority pursuant to its then applicable standards.

C. Set-Back Requirements.

1. Each Recreational Vehicle or Tent placed upon a Campsite shall be at least:
 - a. 15 feet from the front Lot line;
 - b. 15 feet from the back Lot line;
 - c. 7 feet from the side Lot lines;
 - d. 24 feet from the shoreline of any lake, using as such line the normal lake elevation of such lake.
 - e. The placement of Improvements on a Campsite shall be subject to the rules and regulations of the Association.

D. Designated Preservation Areas.

The Board of Directors may declare, by a majority vote of the Board, certain Outlot and/or Common Property areas as permanent "Designated Preservation Areas".

1. Such designated areas shall be properly indicated on the official map of Woodhaven Lakes with clearly defined boundaries. Where not bordered by existing survey lines, a licensed surveyor shall define the boundary line.

2. Designated Preservation Areas shall be maintained as open space in their natural and wild state, restricted from any development with buildings or otherwise, except hiking trails where appropriate, or any use other than as open space and as sanctuary for wildlife and wild plants. Motorized vehicles of any kind are prohibited from incursion into Designated Preservation Areas, except for snowmobiles on defined snowmobile trails and maintenance vehicles.

3. Such Designated Preservation Areas may not be reclassified to other uses, except by a two-thirds affirmative vote by the Association members entitled to vote.

IV. CAMPSITE RESTRICTIONS.

The following shall be applicable to all Lots designated as Campsites within the Development. Each Owner or occupant of a Campsite shall be bound to observe and perform the same:

A. Any structure or Improvement erected or placed on a Campsite must first have written approval by the Association.

B. Nuisances. All Campsites whether occupied or unoccupied and any Improvements placed on any Campsite shall at all times be maintained in such a manner as to prevent them from becoming:

- a. unsightly, or
- b. unsanitary, or
- c. a hazard to health, or
- d. reasonably uninhabitable, or
- e. deteriorated, or
- f. dilapidated, or
- g. infested with rodents or vermin, or
- h. a combination of any of the foregoing conditions.

A Campsite, RV, or Improvement in any condition that violates this covenant constitutes a nuisance.

1. In the event of violation of this covenant, the Association may take steps to abate the nuisance, including, in its discretion, removal of any RV or Improvement constituting a nuisance as defined herein. Owner and any possessor of a Campsite grant the right

of entry to the Association to effect the abatement of any nuisance. Disposition or sale of any property incident to abatement shall be subject to the rules and regulations of the Association. All expenses incurred by the Association in abating the nuisance, including attorneys fees and expenses, shall be an additional assessment against the Campsite and Owner and shall be enforced pursuant to the provisions of Article VIII hereof.

2. The Association may establish rules and regulations to enforce the provisions of this Article IV (B).

3. Neither the Association, nor any of its agents, employees, or contractors shall be liable to the Owner or possessor of any Campsite for any claim of damage or loss which may result from any actions taken pursuant to this covenant by or on behalf of the Association to abate any nuisance, or any failure to take action to abate any nuisance.

C. Sanitary Waste Disposal. No Owner or occupant of any Campsite shall permit or allow the dumping or placement of any sanitary or other waste anywhere upon any Campsite or elsewhere within the Development except in places designated by the Association. No outside toilets shall be erected or maintained on any Campsite. If there has been installed on a Campsite an apparatus for connection to the central sewage disposal system constructed within the development, plumbing fixtures within Recreational Vehicles placed upon the Campsite shall be connected to that sewage disposal system unless the Association shall, after written request by the Owner, otherwise permit.

D. Fences. All Campsites shall be kept free and open and no fences, ledges, or walls shall be permitted thereon.

E. Noxious Activity. No noxious or offensive activities or nuisance shall be permitted on any Campsite.

F. Signs. No person shall erect or maintain any sign or advertisement on a Campsite except for designation of Ownership and/or location.

G. Animals. No animals, reptiles, livestock, fowl, or poultry shall be raised, bred, or kept on any Campsite except that no more than two dogs, cats, or caged birds may be kept on a Campsite, provided,

however, that they are not kept or maintained for any commercial purpose. Pets must at all times be confined to the Campsite of the owner of the pet or be controlled by a leash. Any authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Campsite upon three (3) days written notice from the Association.

H. Limits of Occupancy. No more than one RV and one Tent may be erected or placed on a Campsite except by prior approval by the Association.

I. Garbage and Refuse Disposal. No person shall burn trash, garbage, or other like refuse on any Campsite. All such refuse shall be placed and kept in and disposed of in approved receptacles for the same. No Owner shall permit the accumulation of litter, refuse, junk vehicles, or any hazardous material on a Campsite.

J. Tents and Camping Accessories. All personal property placed on a Campsite shall be maintained in good condition so as not to become unsightly. An Owner wishing to erect a Tent upon a Campsite may do so, provided however that, unless in actual use, a Tent shall not be left standing from December 1st to the following April 1st.

K. Removal of Trees. No trees over four (4) inches in diameter may be removed from any Campsite without the prior written consent of the Association.

L. Docks and Piers. No dock, pier, or other similar structure may be erected, constructed, or placed within any lake except by the Association.

M. Ditches and Swales. Each Owner shall keep drainage ditches and swales located on his Campsite free and unobstructed and in good repair and shall provide for the installation of such culverts upon his Campsite as may be reasonably required for proper drainage and erosion prevention.

N. Drilling and Mining.

1. No drilling, refining, quarrying, or mining operation of any kind shall be permitted, nor shall drilling for water or digging of water wells be permitted on any Campsite.

2. No sub grade level excavation shall be permitted without prior written consent of the Association.

O. Vehicles.

1. The parking of any motorized vehicle in the Development shall be subject to the rules and regulations of the Association.

2. No abandoned, junk, or deteriorated automobiles, trucks, or other motor vehicles are permitted on any Campsite. The Association may enter upon a Campsite and effect the removal and disposition of any abandoned, junk, or deteriorated automobile, truck, or other motor vehicle at any time. All costs of removal and disposition of any such abandoned, junk, or deteriorated automobile, truck, or other motor vehicle shall be an additional assessment against the Campsite and Owner and be enforced as provided in Article VIII hereof.

P. Use of Lakes. The use of lakes situated within the Development shall be subject to the rules and regulations of the Association. In no event may any type of boat be used upon any of said lakes other than rowboats, canoes, paddleboats, and sailboats and their use shall be regulated by the Association. No motors, except electric trolling motors, shall be permitted. The operation of such electric trolling motors shall be limited to "no wake" speed.

Q. Residential use of any one or more Campsites. No Campsite may be used individually or with one or more other Campsites as a Primary and Principal Residence.

R. Structural Repairs. Any structure or material on any Campsite that may be destroyed in whole or in part by fire, windstorm, or other cause must be removed from the Campsite and the Campsite restored to a slightly condition with reasonable promptness.

S. Fires. No open fires shall be permitted. Fire shall be contained within approved camp stoves, fireboxes, or fire pits.

T. Television and Radio Antennae. No outside radio or television antenna or satellite dish shall be erected or placed on any Campsite except by permit.

U. Rental of Campsites. No Owner, other than the Association or its subsidiaries, shall rent, or offer for rent, any Campsite, RV, or Tent located on a Campsite within the Development. The Association

specifically reserves the right to offer for rental or rent or lease any Campsite owned by itself.

V. Home Occupation. No industry, business, trade, or occupation or profession of any kind (commercial, religious, educational, or otherwise) designated for profit, altruism, or otherwise shall be conducted, maintained, or permitted on or from any Campsite.

V. LAKES AND LAKEFRONT CAMPSITES.

A. Ownership of Lakefront Campsites. The boundary of any Campsite shown on the Plat as being contiguous to a lake shall be the shoreline thereof as said shoreline would be if the water level in said lake were one foot above the normal lake elevation.

B. Limitation of Water Rights. No Owner of a Campsite contiguous to a lake or stream shall have any rights with respect to such lake or stream, the land thereunder, the water therein, or its or their elevation, use, or conditions, nor shall such Owner have any riparian rights incident or appurtenant thereto. No person shall acquire title to any land in the Development by accretion, reliction, submergence, or changing water levels.

C. Right to Remove Accretions. The Association shall have the right at any time to dredge or otherwise remove any accretion or deposit from any lakefront Campsite in order that the shoreline of the lake to which the Campsite is contiguous may be moved inland toward or to the boundary of said Campsite.

D. Responsibility for Damages. The Association shall not be liable for damages caused by erosion, washing, or other action of the water of any lake or stream by drainage.

E. Right to Change Level of Lake. The Association shall have the right to raise and lower the water level of any lake in the Development, provided, however, that such right shall not permit raising the water level over one vertical foot above the normal elevation of said lake.

VI. THE ENVIRONMENTAL COMMITTEE.

A. General Powers. All Improvements constructed or placed on any Campsite must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by plans and specifications, shall show the location of all Improvements, if any, existing upon said Campsite, the location of the Improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information that the Committee may require, including soil, engineering, and geologic reports and recommendations.

B. Committee Membership. The Committee shall be composed of three members, to be appointed by the Board, at least one of whom shall be a qualified member of one of the allied physical design professions (i.e., civil engineer, architect, land planner, etc.). Committee members shall be subject to removal by the Board without cause and any vacancies from time to time existing shall be filled by appointment of the Board.

C. Grounds for Disapproval. The Committee may disapprove any application:

1. If such application does not comply with this Declaration; or

2. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed Improvement on a Lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height, or style of the proposed Improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or

3. If, in the reasonable judgment of a majority of the Committee, the proposed Improvement will not be harmonious with Improvements on other Campsites.

D. Rules and Regulations. The Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures which

shall include, among other things, provisions for the form and content of applications; required number of copies of plans and specifications; certified survey; provisions for notice of approval or disapproval.

E. Variances. The Committee may grant reasonable variances from the Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be detrimental or injurious to Owners of other Campsites.

F. Certification of Compliance. Upon completion of the construction of an Improvement, the Owner shall provide to the Committee a certification, upon such form as the Committee shall furnish, signed by the contractor, Owner or a licensed surveyor, certifying that the Improvement does not violate any covenant in the Declaration, any set back rule, any Association rule or regulation, or any statute and that the Improvement does not encroach upon any easement or right-of-way of record, and was constructed in accordance with the permit application required by this Article VI.

G. Administrative Fees. The Association may require a reasonable filing fee to accompany the submission of plans and specifications.

H. Liability. Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, the Association, nor any person acting on behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency hereof and the adequacy of Improvements constructed pursuant thereto.

I. Appeal. Any applicant shall have the right to appeal to the Board from any decision of the Committee within thirty (30) days after entry of such decision.

VII. THE WOODHAVEN ASSOCIATION.

A. General. The Association is an Illinois not-for-profit corporation organized to further and promote the common interests of Owners. The Association shall

have such powers in the furtherance of its purposes as are set forth in its Articles and By-Laws.

B. Membership.

1. There shall be members and associate members of the Association.

2. Each Owner shall be a member of the Association. There shall be one voting member for each Campsite. The voting member shall be designated in writing at the request of the Association.

3. The spouse and children of a member who have the same principal residence as the member shall be associate members of the Association. Associate members shall not be entitled to vote.

C. Rights, Duties, Privileges, and Obligations. The rights, duties, privileges, and obligations of membership in the Association, including voting rights, are as set forth in its Articles and By-Laws.

VIII. ASSESSMENTS.

A. General. Pursuant to the powers granted to it in its Articles and By-Laws, the Association is expressly authorized and empowered to levy annual assessments against Campsites in the Development. Provided, however, no assessment shall be levied against property owned by the Association or any of its subsidiaries. Each such assessment shall be the personal obligation of the Owner at the time of the levying of the assessment.

B. Collection and Lien. The amount of the assessment levied by the Association shall be paid to it on or before the date fixed by resolution of the Board. If not so paid, the amount of such assessment, plus any other charges thereon, including interest at the lesser of 18 percent per annum or the maximum interest rate permitted by law from the date of delinquency and costs of collection, including attorneys' fees, if any, shall constitute and become a lien on the Campsite so assessed. The notice of assessment shall state the amount of such assessment and such other charges and a description of the Campsite that has been assessed. Such notice shall be signed by the Secretary of the Association on behalf of the Association. Upon payment of said assessment and charges or other satisfaction thereof, the Board shall, within a reasonable time, cause to be

recorded a further notice stating the satisfaction and the release of said lien.

C. **Priority of Lien.** Conveyance of any Campsite shall not affect any lien for assessment provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment.

D. **Enforcement.** The lien provided for herein may be foreclosed by suit by the Association in like manner as a mortgage, and in such event, the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy against any Owner owing money to it that is available to it by law or equity for the collection of debt.

E. **Proof of Payment.** Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

IX. EASEMENTS.

A. **Reservations.** The following easements over each Campsite, and the right to ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to The Association, its successors, assigns, and licensees:

1. **Utilities.** Easements for installation and maintenance of utilities are shown on the Plat. Easements are hereby granted and reserved for utility purposes, including the right to install, lay, construct, operate, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, cable television wires and equipment, and electrical conduits, wires and equipment over, under, along, and on any part of any Campsite when necessary for the purpose of providing utility service to the Development. All easements and rights described herein are easements appurtenant, running with the Development, and shall inure to the benefit of and be binding on the Association, its successors and assigns, and any Owner, purchaser, mortgagee or other person having an interest in a Campsite, or any part or portion thereof. No structure shall be erected over areas reserved for easements that would interfere with the construction or maintenance of utilities.

2. **Shoreline Maintenance.** A 15 foot wide strip running along the inside of all Campsite lines coincident with the shoreline of any lake or

watercourse in the Development for the purpose of shoreline maintenance.

3. **Slope and Drainage.** An easement running along the inside of all Campsite lines coincident with street right-of-way lines, equal to the building setback lines as herein set forth, for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.

4. **Flooding Easement.** A flowage and flooding easement running along the inside of all Campsite lines coincident with the shoreline of any lake equal to the lakefront building setback back line for such Campsite as herein set forth.

B. **Private Streets.** All of the streets and roadways shown on the recorded Plats of the Development shall be private streets and shall be Common Properties. The Association, on behalf of itself, its successors, assigns and licensees, reserves an easement over, upon and under said streets and roadways for installation, maintenance and operation of public utilities services; for purposes of drainage control; for access to Campsites and other Common Properties by Owners of Campsites; and, for use by any governmental vehicle or employee.

C. **Other Easements.** Campsites and all other property within the Development shall be subject to all easements shown on the Plat, and on any deeds to other real property conveyed to the Association. The Association, its agents, employees, assigns, licensees, and successors shall have an easement on, over, and upon all Campsites and all other property encompassed within the Plat or otherwise within the Development for the Association's use in the enforcement of this Declaration.

D. **Use or Maintenance by Owners.** The areas of any Campsites affected by the easements reserved herein shall be maintained continuously by the Owner of such Campsite, but no structures, plantings, or other material shall be placed on or permitted to remain on or other activities undertaken thereon that may damage or interfere with the use of said easements.

E. **Liability for Use of Easements.** No Owner shall have any claim or cause of action against the Association or its licenses arising out of the exercise or non-exercise of any easement reserved hereunder

or shown on the Plat except in cases of willful or wanton misconduct.

F. Utility companies, the Association, and other parties having a right of use shall restore and maintain the easement in accordance with the law.

X. COMMERCIAL USE BY THE ASSOCIATION.

The Association may own and use Parcels or other property within the Development other than Campsites for such commercial purposes as it deems appropriate and compatible with the Development. The Association may conduct commercial enterprises or activity on Common Property. The Association may lease all or any portion of property subject to this covenant to third parties for use for the conduct of commercial activities or business, on reasonable terms.

XI. ANNEXATION.

A. Property to be Annexed. The Association may, from time to time and in its sole discretion, annex to the Development any other real property that is contiguous to, or adjacent to, or in the immediate vicinity of the Development.

B. Manner of Annexation. The Association shall effect such annexation by recording a Plat of the real property to be annexed and by recording a Supplemental Declaration that shall:

1. Describe the real property being annexed and designate the permissible uses thereof; and,
2. Set forth any new or modified restrictions or covenants that may be applicable to such annexed property, including limited or restrictive uses of Common Property; and,
3. Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the provisions of this Declaration. Upon recording of such Plat and Supplemental Declaration, the annexed area shall become a part of the Development and shall be subject to the provisions hereof as supplemented, as full as if such area were part of the Development on the date of recording this Declaration.

XII. RECIPROCAL RIGHTS.

In the event that the Association shall establish, or enter into an agreement with another development and, in the establishment or agreement thereof, shall provide that the members of the Association shall have the privilege of the use of any portion thereof, then in that event, the members in such other development shall have reciprocal and equal rights to the use of Common Properties within Woodhaven Lakes. The Association will be responsible for the expense of providing such rights in Woodhaven Lakes, including the costs attendant to ownership, maintenance, and operation of Campsites that may be established for such use.

XIII. WATER AND SEWER SERVICES.

The Owner of each Campsite shall be a customer of the Consumers Illinois Water Company or its successors upon the granting to said corporation of a Certificate of Convenience and Necessity by the Illinois Commerce Commission in accordance with the provisions of the Illinois Public Utilities Act of 1921, as now amended, or hereafter amended, revised, or superseded (Ill. Rev. Stat. 1969, Ch 112 2/3) to devote to the public use and operate a waterworks system and a sewage disposal system within the Development. The charges for service, set forth in Tariffs and Rate Schedules and Rules and Regulations and conditions of Service of said Consumers Illinois Water Company shall become a lien upon the Campsite served as of the date the same becomes due and may be collected in any manner provided by law or in equity including foreclosure.

XIV. REMEDIES.

A. Enforcement. The Association and each Owner to whose benefit this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuation, or violation of any provision of the Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.

B. Violations and unpaid assessments. During the period any Association assessment remains unpaid, or during the period of any continuing

violation by an Owner of any of (1) the provisions of this Declaration, (2) the Association's By-laws, or (3) Association rules and regulations, the Association may suspend all voting rights and all rights of any Owner liable for such assessment or in violation of the aforesaid Declaration, By-laws, or rules and regulations, to use or be upon any Common Property, including, without limitation, all roadways, all parking areas, and all recreational facilities in the Development.

C. Cumulative Rights. Remedies specified herein are cumulative and any election of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity.

D. Non-waiver. No delay or failure on the part of an Owner or Association to invoke an available remedy in respect of a violation of any provisions of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

E. Notices. Any notice required to be given to any Owner under the Provisions of this Declaration shall be deemed to have been given when mailed, postage prepaid, to the last known address of the Owner appearing on the records of the Association at the time of such mailing.

XV. GRANTEE'S ACCEPTANCE.

Each grantee or purchaser of any Campsite shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, accept such deed or contract upon and subject to each and all of the provisions of the Declaration and to the jurisdiction, rights, powers, privileges, and immunities of the Association. All rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be Covenants running with the land, and shall bind any person having at anytime any interest in said land. By such acceptance, such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, covenant, consent and agree to and with the Association and the grantee or purchaser of each other Campsite to keep, observe, comply with

and perform the covenants, conditions, and restrictions contained in this Declaration.

XVI. SUSPENSION OF RESTRICTIONS.

The provisions on Improvements, use, and occupancy set for the herein shall be suspended as to any Campsite or other area while and so long as the same is owned by or leased to the State of Illinois or any governmental agency, public or private utility, whenever and to the extent, but only to the extent, that such provisions shall become applicable again in their entirety. While owning or leasing and using, such Owner shall have no rights as a member of the Association, nor shall it be liable for any Association assessments.

XVII. SEVERABILITY.

Every provision of this Declaration is hereby declared to be independent and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

XVIII. CAPTIONS.

Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

XIX. TERM AND AMENDMENT.

The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2015, after which time the same shall be extended for successive periods of 10 years each. Prior to January 1, 2015, this Declaration may be amended by the affirmative vote of the Owners of two thirds of the Campsites in the Development entitled to vote and thereafter by a majority of said Owners by recording an amendment to this Declaration duly executed by (a) the requisite number of such Owners required to effect such amendment, or (b) by the Association in which latter case such

amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such Owners to effect such amendment, certified by the Secretary of the Association.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 24th day of October 1995.

THE WOODHAVEN ASSOCIATION

By

Charles E. Frazier
President Board of Directors

Attest:

Charles T. Lehman
Secretary, The Woodhaven Association

Prepared and return to:
Robert Branson
Ward, Murray, Pace & Johnson P.C.
PO Box 400
Sterling, IL 61081