

# **DECLARATION OF COVENANTS FOR LITTLE SWAN LAKE SUBDIVISION**

Little Swan Lake Club  
PO Box 341  
Avon, IL 61415

The undersigned, LITTLE SWAN LAKE CLUB, a corporation, hereinafter referred to as “Club” of Little Swan Lake, Warren County, Illinois, does hereby subject LITTLE SWAN LAKE SUBDIVISION, Section One, Two, Three, Four, Five, and Six, and each lot therein, to the following covenants which run with the land and are specifically enforceable.

These covenants specifically override and supersede in their entirety the following documents: “Declaration of Restrictions for Little Swan Lake Subdivision as of 1968” (recorded with the Warren County Recorder as document 351269) and “Declaration of Restrictions for Little Swan Lake Subdivision as of 1977” (recorded with the Warren County Recorder as document 396593). Both documents are recorded with each lot's deed.

## **1. BINDING EFFECT OF COVENANTS**

Each contract for sale, conveyance, or lease of any lot or a part thereof is subject to these Covenants and all purchasers, grantees, or lessees by the acceptance of such contract, conveyance, or lease thereby subjects themselves, their heirs, executors, administrators, assigns, and successors to these Covenants.

## **2. CLUB PROPERTY**

The "Club" is the owner of the following real estate and facilities located within said subdivision, which said real estate and facilities are described as follows:

A. Outlots A, C, D, E, F, G, H, J, K, M, N, and P, all in Section One (1) of Little Swan Lake Subdivision, being a Subdivision of part of Section 20, Township 8 North, Range 1 West of the Fourth Principal Meridian, according to the plat thereof recorded in Book 3, page 23 and 24 in Warren County, Illinois.

B. A part of Section Six (6) consisting of Lots No. 583, 584, 585, 586, 587, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, and Circle A Court, and Circle B Court, all in Section Six (6) of Little Swan Lake Subdivision, being a Subdivision of Outlot "L" and part of Outlot "K" in Little Swan Lake Section One (1) in the Northeast Quarter of Section 20. Township 8 North, Range 1 West of the Fourth Principal Meridian, Warren County, Illinois, according to the plat thereof recorded in Volume 4 of Plats, Pages 50-51.

C. Outlots AA, P, Q, R, S, T, U, and V, all in Section Two (2) Little Swan Lake Subdivision, being a part of Section 19, 20, & 30, Township 8 North, Range 1 West of the Fourth Principal Meridian, Warren County, Illinois, according to the plat thereof recorded in Book 3, page 53 and 54 in Warren County, Illinois.

D. Outlots AA, W, X, Y, and Z, all in Section Three (3) of Little Swan Lake Subdivision, Warren County, Illinois, being a Subdivision of part of the West Half of Section 20, Township 8 North, Range 1 West of the Fourth Principal Meridian, Warren County, Illinois, according to the plat thereof recorded in Volume 3 of Plats, Page 80.

E. Outlots AA, BB, CC, DD, EE, and FF, all in Section Four (4), being a Subdivision of part of the Southwest Quarter, Southeast Quarter and Northeast Quarter of Section 19, part of the Northwest Quarter of Section 20 and a re-subdivision of Lots 110, 111 and part of Kramer Road in Little Swan Lake, Section One, a Subdivision of part of Section 20, all in Township 8 North, Range 1 West of the Fourth Principal Meridian, Warren County, Illinois, according to the plat thereof recorded in Book 3, pages 81 and 82.

No real estate owned by the Club may be sold unless it is approved by a two-thirds majority vote of lot owners voting with one vote allowed per lot (voting in person, by absentee ballot, or by proxy) at a duly called membership meeting.

### **3. USE OF LOTS**

All lots in the Subdivision are occupied and used as one family residences and for recreational purposes only.

### **4. MEMBERSHIP IN LITTLE SWAN LAKE CLUB**

Membership or being the guest of a member is required to enjoy the use of properties owned by the Little Swan Lake Club, including the lake, the clubhouse, and outlots. Ownership or a bona fide lease requires membership in the Little Swan Lake Club. Membership is limited to one family per lot and includes all dependent family members. Membership is a personal privilege and cannot be conveyed or assigned except via a bona fide lease (Note: A lot owner who leases a lot conveys the membership requirement for that lot to the lessee). Each member agrees to abide by and conform to these Covenants, the By-Laws, and Rules and Regulations of the Club, as now or hereafter enacted.

Membership dues are paid annually by the owner or lessee of each lot. Dues are determined by the Board and approved by the lot owners as detailed in the Club By-Laws.

Membership is terminated in the event of the sale of the owner's property, the lease of the last lot owned, or the termination of the lease agreement in the Little Swan Lake Subdivision. Membership privileges may be suspended due to non-compliance with these Covenants, the By-Laws, or the Rules and Regulations, or for non-payment of annual dues and fees or any duly enacted special assessments. The member may request a hearing on the allegations of non-compliance; however, the membership is suspended until such hearing, which will be not later than the next regular meeting of the Little Swan Lake Club Board.

### **5. BUILDING RESTRICTIONS**

The lot owners of any Lots 146 through 226, both inclusive, in Little Swan Lake Section One (1) may construct, maintain, use, and occupy a single family dwelling house and appurtenances containing a minimum enclosed dwelling area of 600 square feet. Lot owners of any of all other lots in said Section One may construct, maintain, use, and occupy a single family dwelling house and appurtenances containing a minimum enclosed dwelling area of 1000 square feet with not less than 850 square feet of enclosed dwelling area being located on the main floor of said residence if said residence is a two story dwelling. All construction must comply with the Building Code contained in the Building Codes section of the current Little Swan Lake Rules and Regulations as well as this

Declaration of Covenants, Conditions, and Restrictions and current Warren County and State of Illinois building codes.

Before beginning the construction of any dwelling or other structure, plans thereof, including all appurtenances and the location on the premises, must first be submitted to and approved in writing by the Club. When applicable, the application must be accompanied by an individual sewage disposal system permit issued by the Little Swan Lake Sanitary District or its agent. Any structure built without written approval must be removed or altered by the lot owner so as to comply with the Club's written request. The Club may cause the same to be removed or altered and the amount of expenses so incurred must be paid by the lot owner to the Club on demand.

No more than one dwelling house may be erected on any one lot and no lot may be re-subdivided into smaller lots, or parts thereof.

No trailer, recreational vehicle, basement, boat house, tent, or garage may be used at any time as a residence temporarily or permanently, except in locations to be specifically designated by the Club.

## **6. GENERAL REGULATIONS**

Each lot owner or lessee must keep their lot mowed and free from noxious weeds and debris and must maintain all improvements in good repair and attractive in appearance. The lot owner or lessee must install, use, and maintain all sewage, garbage, ash, and refuse facilities for the storage, treatment, or disposal of solid or liquid waste in a sanitary condition as may be approved or required by the Little Swan Lake Club, the Little Swan Lake Sanitary District, the Warren County Health Department, the Illinois State Department of Public Health, or other public authority. The lot owner or lessee must not permit any of the premises to be denuded of vegetation, cultivated, or any alteration of the topography which might cause or permit soil erosion without first getting permission from the Club. The lot owner or lessee must comply with all rules and regulations of the Club relating to the premises and to said lake and surrounding lands, and must not permit any violation by any member of their family or guests, and the lot owner or lessee must not do, use, or permit on or near the premises anything in violation of any law or ordinance or any State, Federal, or Municipal government body or the regulations or requirements of any other public authority; nor cause or permit any objectionable noise or odor to be emitted from the premises; nor permit any domestic livestock or poultry to be quartered or raised on the premises; nor use or permit the premises to be used for any immoral or illegal purposes; nor do or permit anything to be done or left undone on the premises or in or on said lake in any way tending to pollute, cause silt or sediment to enter the lake, or damage the lake waters; nor to create a nuisance or disturb the peace or quiet of the neighborhood or annoy any occupant of

neighboring property. Any violators of this provision are subject to such penalties or remedies as are allowed by law or ordinances.

## **7. MAINTENANCE AND COMMUNITY FUND**

Maintenance and Community Fund fees are paid annually by each lot owner or lessee. This fee provides for road maintenance, snow removal, landscaping, insect control, and similar activities. This fee is determined by the Board and approved by the lot owners as set forth in the By-Laws. The Club assumes an obligation of maintenance of the private roads in the subdivision, not located on a lot, and all the above listed services, only to the extent that such maintenance and services can be accomplished with the proceeds of the annual payments for such services received from owners and lessees of lots in the subdivision.

## **8. LOCAL IMPROVEMENTS**

The Club is not liable for damage caused to any improvements or other property of the lot owner or lessee by the action of waters of Little Swan Lake or other causes.

Whenever any lot specifically benefits by the construction or maintenance of any local improvement or improvements, the Club may cause such improvement or improvements to be made or maintained and the lot owner or lessee must pay to the Club such part of the cost thereof and in such installment as the Club may determine, and the apportionment of cost as made by the Club shall be prima facie evidence as to what property is benefitted, the fairness of the apportionment, and that each lot is benefitted not less than the amount of the cost so apportioned thereto.

## **9. ROADS**

The Club agrees to provide all-weather roads adjacent to all lots as shown on the plat of Little Swan Lake Subdivision within a reasonable time and to cause the lot lines to be properly monumented. Subsequent maintenance of lot line monuments is at the expense of the lot owners.

## **10. ENFORCEMENT OF COVENANTS**

If any lot owner or lessee violates or attempts to violate any of these covenants it is lawful for the Club, or for any other person or persons owning or leasing any lot or lots in Little Swan Lake Subdivision, to prosecute in proceedings at law or in equity, the person or persons violating or attempting to violate any such covenants and either to prevent such person or persons from so doing or to recover from damages from such violation or violations. In addition to any legal remedy available to the Club or other lot owners or lessees, failure of any lot owner or lessee to comply with these covenants is grounds for exclusion of such lot owner or lessee from participation or use of any Club or recreational facilities owned by Little Swan Lake Club.

## **11. AMENDMENTS**

These Covenants may be amended with a two-thirds majority vote of lot owners with one vote allowed per lot (voting in person, by absentee ballot, or by proxy) at a duly called membership meeting. Amendments must be in writing and be filed for record in the office of the Recorder of Deeds of Warren County, Illinois and are not valid until so recorded.

### **IN WITNESS WHEREOF,**

Little Swan Lake Club, Inc. has caused this instrument to be executed by its duly authorized officers in Warren County, Illinois, this 3<sup>rd</sup> day of August, AD, 2015.

LITTLE SWAN LAKE CLUB, INC.

Jerome Stenger - PRESIDENT

Carlene Adams - Secretary