

Date: 12/2/09

Rental Housing Support
Program Fund Surcharge: \$ 10.00

AMENDMENT TO THE
DECLARATION OF PROTECTIVE, COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR
THE PENINSULA AT EGYPT ISLE SUBDIVISION

THIS AMENDMENT TO DECLARATION is made this 23rd day of NOV., 2009, by
Lake of Egypt Partners, LLC (hereinafter referred to as "The DECLARANT");

RECITALS:

1. DECLARANT is the Owner and Developer of that certain real property located in Johnson County, Illinois, to be known as THE PENINSULA AT EGYPT ISLE, and being shown and described on a plat by John H Crawford and Associates, PC dated September 22, 2008, and recorded in Plat Cabinet A, beginning at Slide 42 and continuing through Slide 52, and hereinafter referred to as "Properties".

2. DECLARANT has subjected the property to the Declaration of Covenants Restrictions and Easements as recorded in GR 680/32 in the Office of the Johnson County Clerk.

3. UNDER THE PROVISIONS OF Article VII (B) the Declarant has the right and authority to amend the Declaration.

NOW, THEREFORE, the DECLARANT hereby amends the Declaration referenced above as follows:

BY deleting "Lot 146" from the provisions of Article II (A) of the Declaration and replacing the same with "Lot 149".

BY adding a new Paragraph 3 (I) to Article VIII to read as follows:

- I. Declarant hereby designates a joint right of way and easement along the boundary line between Lots 156 and 157, and along the boundary line between Lots 158 and 159 for the purpose of construction of joint use docks to be located on such boundaries. Either owner may construct a dock to be located half on one lot and half on the other, provided that as with any dock constructed in the Subdivision, the same is permitted, designed and constructed in accordance with rules established by the POA, by the Southern Illinois

Power Cooperative, and by any other agency having jurisdiction. Such rights of way shall be governed by the following:

- (1) The Rights of way and easements shall begin at the edge of the 505 elevation/water line and extend for such distance along the common boundary as the design of the permitted dock provides, and shall likewise be the width provided for such common dock, not to exceed ten feet.
- (2) Such right of way and easement shall be perpetual in nature, and shall inure to the benefit of the owner of each adjacent lot, their heirs and assigns forever. These of such easement shall be limited to construction, reconstruction and maintenance of a permitted common dock.
- (3) Each lot owner by acceptance of a deed to such lot, and by establishing access off such joint easement shall be deemed to agree to maintain equally and on a pro-rata basis the said common dock in good condition, sufficient to keep the dock in stable condition, free of damage or deterioration, so as to allow comfortable and safe dockage of by any type of approved vessel.
- (4) If the owner of any lot encumbered by such easement desires to construct or improve and to begin use of the common dock, and the owner or owners of the other lot are not available, or do not wish to participate, then such owner shall have the right to permit and install a common dock and any necessary improvements appurtenant to such dock at their own expense. Such owner may certify by paid receipts and invoices to the secretary of the Association, the cost of construction or improvement of such common dock as would be jointly maintained. Thereafter, whenever the other lot owners entitled to use the dock establish any use at all of the dock, such owners shall pay their pro rata share of the expense for the dock to the lot owner who advanced such expense, and shall then be liable for their pro rata proportion of future maintenance of such dock.

IN WITNESS WHEREOF, the DECLARANT has executed this Amendment to Declaration

on the day and date first above written.

DECLARANT:

Lake of Egypt Partners, LLC

By: 

Manager/Member



Witness

STATE OF FLORIDA - COUNTY OF LEON

I, Cynthia W. Hamilton, a Notary Public for said County and State do

Hereby certify that James M. Rudnick, personally appeared before me this day and acknowledged that he is the Manager/Member of Lake of Egypt Partners, LLC, an Illinois limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and notarial seal, this the 23rd day of November, 2009.

Cynthia W. Hamilton
Notary Public

My Commission Expires: August 6, 2010



Cynthia W. Hamilton
Commission # DD569139
Expires August 6, 2010
Bonded Troy Fain - Insurance, Inc. 800-366-7019

Date: 1 / 11 / 2010

Rental Housing Support
Program Fund Surcharge: \$ 10.00

SECOND AMENDMENT TO
DECLARATION OF PROTECTIVE, COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR
THE PENINSULA AT EGYPT ISLE SUBDIVISION

THIS DECLARATION is made this 4th day of January 2010, by Lake of Egypt Partners, LLC (hereinafter referred to as "The DECLARANT")

RECITALS:

1. DECLARANT is the Owner and Developer of that certain real property located in Johnson County, Illinois, to be known as THE PENINSULA AT EGYPT ISLE, and being shown and described on a plat by John H Crawford and Associates, PC dated September 22, 2008, and recorded in Plat Cabinet A, beginning at Slide 42 and continuing through Slide 52, and further described on the attached Exhibit "A" and hereinafter referred to as "Properties".
2. DECLARANT has subjected the property to the Declaration of Covenants Restrictions and Easements recorded in GR 680 at page 32 in the office of the Johnson County Clerk and has amended such Declaration in GR 686 at page 350 in such registry.
3. UNDER THE PROVISIONS of Article VII (B) the Declarant has the right and authority to amend the Declaration.

NOW THEREFORE, the DECLARANT hereby amends the Declaration referenced above as follows:

BY deleting the words "... which shall be approved by the Environmental and Architectural Control Committee..." from the third sentence in the paragraph designated as Article II (A).

BY deleting all references to the Environmental and Architectural Control Committee from Article II (Q), and Article III (B).

BY replacing the paragraph designated as Article IV (B) with the following:

- B. When in this Declaration certain rights, powers or duties are reserved to DECLARANT,

it is intended that Declarant may exercise such powers directly, or through an appointed person or entity, including the Association. However, prior to any specific authority being so assigned by DECLARANT, such duties powers and responsibilities shall be exercised by the DECLARANT.

IN WITNESS WHEREOF, the DECLARANT has executed this Second Amendment to Declaration on the day and date first above written.

DECLARANT:

Lake of Egypt Partners, LLC

By: [Signature]

Manager/Member

[Signature]

Witness

I, Cynthia W. Hamilton a Notary Public for said County of LEON and State of Florida do hereby certify that James M. Rudnick, personally appeared before me this day and acknowledged that he is the Manager/Member of Lake of Egypt Partners, LLC, an Illinois limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this 4th day of January, 2006 2010

WITNESS my hand and notarial seal, this the 4th day of January, 2006 2010
Cynthia W. Hamilton
Notary Public

My Commission Expires: _____



Cynthia W. Hamilton
Commission # DD569139
Expires August 6, 2010
Bonded Troy Fam - Insurance, Inc 800-385-7019

EXHIBIT "D"

THIRD AMENDMENT TO
DECLARATION OF PROTECTIVE, COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR
THE PENINSULA AT EGYPT ISLE SUBDIVISION

THIS DECLARATION is made this 1st day of DEC., 2011, by Lake of Egypt Partners, LLC (hereinafter referred to as "The DECLARANT");

RECITALS:

1. DECLARANT is the Owner and Developer of that certain real property located in Johnson County, Illinois, to be known as THE PENINSULA AT EGYPT ISLE, and being shown and described on a plat by John H Crawford and Associates, PC dated September 22, 2008, and recorded in Plat Cabinet A, beginning at Slide 42 and continuing through Slide 52, and further described on the attached Exhibit "A" and hereinafter referred to as "Properties".

2. DECLARANT has subjected the property to the Declaration of Covenants Restrictions and Easements recorded in GR 680 at page 32 in the office of the Johnson County Clerk and has amended such Declaration from time to time as appears in the Registry of the Johnson County Clerk.

3. UNDER THE PROVISIONS of Article VII (B) the Declarant has the right and authority to amend the Declaration.

NOW THEREFORE, the DECLARANT hereby amends the Declaration referenced above as follows:

BY adding a new Section I to Article XIII to read as follows:

- I. Notwithstanding the original subdivision plat, and in conjunction with the recombination of certain lots adjoining such roadway, Declarant hereby provides that the section of Pine Crest Point extending from Deer Lane to Parrish Ridge Lane shall not be a subdivision street; that the same shall not be constructed as a roadway but shall remain as an easement for a private driveway to be constructed if at all and maintained by the owners of lots accessed or to be accessed thereby.

IN WITNESS WHEREOF, the DECLARANT has executed this Third Amendment to Declaration on the day and date first above written.

DECLARANT:

Lake of Egypt Partners, LLC

By: [Signature]

Manager/Member

[Signature]

Witness

STATE OF FLORIDA

COUNTY OF LEON

I, APRIL G. SHORES, a Notary Public for said County and State do hereby certify that James M. Rudnick, personally appeared before me this day and acknowledged that he is the Manager/Member of Lake of Egypt Partners, LLC, an Illinois limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 1st day of DECEMBER, 2011.

WITNESS my hand and notarial seal, this the 1st day of DECEMBER, 2011.

[Signature]
Notary Public

My Commission Expires: 2/23/2014



Robin Harper-Whitehead 2P
JOHNSON COUNTY CLERK
EK Date 06/19/2012 Time 10:41:24
Fee: 75.00
I 120978 GR 760/11

Date: 6/19/12
Rental Housing Support
Program Fund Surcharge: \$ 10.00

FOURTH AMENDMENT TO
DECLARATION OF PROTECTIVE, COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR
THE PENINSULA AT EGYPT ISLE SUBDIVISION

THIS DECLARATION is made this 11th day of June, 2012, by Lake of Egypt Partners, LLC (hereinafter referred to as "The DECLARANT");

RECITALS:

1. DECLARANT is the Owner and Developer of that certain real property located in Johnson County, Illinois, to be known as THE PENINSULA AT EGYPT ISLE, and being shown and described on a plat by John H Crawford and Associates, PC dated September 22, 2008, and recorded in Plat Cabinet A, beginning at Slide 42 and continuing through Slide 52, and further described on the attached Exhibit "A" and hereinafter referred to as "Properties".
2. DECLARANT has subjected the property to the Declaration of Covenants Restrictions and Easements recorded in GR 680 at page 32 in the office of the Johnson County Clerk and has amended such Declaration from time to time as appears in the Registry of the Johnson County Clerk.
3. UNDER THE PROVISIONS of Article VII (B) the Declarant has the right and authority to amend the Declaration.

NOW THEREFORE, the DECLARANT hereby amends the Declaration referenced above as follows:

BY deleting Article II section B and restating the same to read as follows:

B. The DECLARANT will be the only entity that may unilaterally rearrange, move, subdivide or relocate any lots including any boundary line changes. Any owner of more than one contiguous lots may apply to the Association for written authority to combine such lots into one. If so authorized, then such owner shall cause a survey of the combined lots to be prepared and recorded. Thereafter only one payment of Association dues and assessments shall be required for such re-constituted lot, and only one vote shall be available for the owner or owners thereof. Similarly, setbacks for such re-constituted lot shall be modified to apply to only the outside boundaries, as if such re-constituted lot were originally platted as one. There shall be no leasing of any part of

a Lot.

IN WITNESS WHEREOF, the DECLARANT has executed this Fourth Amendment to Declaration on the day and date first above written.

DECLARANT:

Lake of Egypt Partners, LLC

By: [Signature]

Manager/Member

[Signature]

Witness Colt Thompson

STATE OF FL

COUNTY OF LEON

I, APRIL SHORES, a Notary Public for said County and State do hereby certify that James M. Rudnick, personally appeared before me this day and acknowledged that he is the Manager/Member of Lake of Egypt Partners, LLC, an Illinois limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 11th day of JUNE, 2012.

WITNESS my hand and notarial seal, this the 11th day of JUNE, 2012.

[Signature]
Notary Public

My Commission Expires: 2/23/2014

