

**AMENDED DECLARATION OF PROTECTIVE COVENANTS  
for  
PANTHER CREEK WEST**

KNOW ALL MEN BY THESE PRESENTS THAT:

The Panther Creek Homeowners Association being a non-profit corporation comprised of the owners and residents of land described in Section I of this Declaration and J.C. Dowson, Inc., the Developer of a portion said land, being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the undersigned, their successors and assigns, hereby declares that the property described in Section I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth. These Amended Covenants, upon approval by the requisite persons, shall wholly replace the original Declaration of Protective Covenants for Panther Creek West, which were recorded with the Sangamon County Recorder of Deeds on March 8, 1995 as Document #95-06644 and amended by an Amendment to Declaration of Protective Covenants recorded October 31, 1995 as Document #95-37920.

**SECTION I**

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations, and charges with respect to the various portions thereof set forth in the several sections and subdivisions of this Declaration is more particularly described on Exhibit A, which is attached hereto and, by this reference, incorporated herein.

The above-described real estate will be known as Panther Creek West.

**SECTION II**

To insure the best use and most appropriate development and improvement of each lot; to protect the owners of each lot against such improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations hereof on each lot; to secure and maintain proper setbacks from streets and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of the lots therein, the real estate described in Section I hereof is hereby subject to the following conditions, restrictions, covenants, reservations and charges, to-wit:

1. No lot shall be used for other than single-family residence purposes. There shall not exist on any lot at anytime more than one single-family residence.
2. No residence shall contain, exclusive of basement, open porches and garages, a ground floor area of less than 2,000 square feet for a one-story dwelling, or a ground floor area of 1,200 square feet and a total of 2,400 square feet for a dwelling of more than one story. Each garage must, at a minimum, provide space for at least two cars and must be attached to the dwelling unless otherwise approved by the Architectural Control Committee.
3. Every residential unit, including attached porches or breezeways and garages, shall observe the following setback lines: The setback line from the front lot line that is shown in the recorded plat(s) of subdivision; 10 feet to either side of the lot line; 30 feet from the rear lot line; provided, however, that in the case of corner lots, the setback from the side street line shall not be less than 15 feet. Each residential dwelling shall face a subdivision street. Driveways shall have a minimum width of 18 feet to serve at least a two-car garage, except for driveways leading to rear or side entrance garages, which shall have a minimum width of 10 feet. For their entire length, all driveways shall be paved with concrete, blacktop or brick. There shall be no driveway access directly onto Cockrell Lane.
4. All utilities, including telephone, electric and television cables other than for temporary service during construction, shall be underground.
5. Each dwelling shall be connected to public sewer.

6. All homes constructed on the real estate described hereinabove must have brick, masonry, stucco or synthetic stucco, or cultured or cast stone on at least 50% of the front of the dwelling structure. Also, all fireplaces on exterior walls of dwellings must be brick, stucco or synthetic stucco, or cultured or cast, or stone on the exterior of the dwelling. The Architectural Control Committee may, upon proper application and consideration, recommend the waiver of the foregoing requirements to the Board of Directors of the Homeowners' Association. The Board may elect to waive, on a case by case basis only, the requirements of this paragraph 6.

7. Owners agree to use only the mailboxes approved by the Architectural Control Committee. If it is necessary to replace such mailboxes, owners agree to replace the mailboxes with the same type or similar mailboxes, which replacements if different from the originals must be approved by the Architectural Control Committee.

8.

(a) No dwelling shall be erected, driveway constructed, swimming pool or spa installed, satellite dish as described hereinbelow in these Protective Covenants installed, or transformers and distribution pedestals for main lines and house leader installed, or any of the same altered or relocated until the construction plans and front elevation, specifications and plot plan showing the location of such improvements or structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony and color of external design with existing structures and as to location with respect to topography and finished grade elevation. In an attempt to obtain harmonious exterior appearances, no dwelling may use the same exterior design or color scheme as any other dwelling located within 400 feet in any direction without the approval of the Architectural Control Committee. Grade lines shall be in conformity with the adjacent lots and Golf Course, as defined below, and shall not interfere with the drainage from the adjoining lots or Golf Course. No fence or wall shall be erected, placed or altered without the prior written approval of the Architectural Control Committee.

(b) In no event shall any owner install or maintain a swimming pool with a water surface above the surrounding grade, or a spa, hot tub or other self-contained pool larger than 64 square foot of floor space and 3 feet above the surrounding grade. No satellite dish larger than 24" in diameter shall be permitted.

(c) With respect to lots bordering upon the Panther Creek Country Club Golf Course (the "Golf Course"), no structure, fence, wall or planting shall be erected in the rear 30 feet without the permission of the Architectural Control Committee. It is the intent of this covenant to provide a reasonable view of the Golf Course to all owners of lots bordering upon the Golf Course, and it is not intended to prohibit all structures, fences, and planting, but merely to control the nature and extent thereof.

(d) Solar panels may only be installed and maintained upon prior written consent of the Architectural Control Committee. Said panels may only be installed on the roof of a residence.

(e) The Architectural Control Committee is to be composed of five persons appointed by the Board of Directors of the Homeowners Association. One member of the committee shall be a director of the HOA and two members shall be nominated by the developer. A majority of the Committee may designate a representative to act for them. In the event of the death or resignation of any member of the Committee, Board of Directors shall have full authority to designate successors. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event said Committee, or its designated representative, fails to approve or disapprove, in writing, any request required to be submitted to the Committee, within thirty days of the submittal of said plans, such approval will not be required and this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to any violation of the requirements of Paragraphs 1 through 9 of these Protective Covenants). In the event that a lot owner commences construction of an improvement that required approval under this paragraph 8 and said lot owner either failed to seek approval or said approval was denied, the Panther Creek West Homeowners Association shall have thirty (30) days from receipt of actual knowledge of such construction to commence a lawsuit to enjoin such construction. If such lawsuit is not commenced within such period, the provisions of this paragraph 8 will be deemed to have been complied with. All submissions under this paragraph shall be in writing and submitted to the President of the Homeowners Association, or such other place as they may designate from time to time.

9. All construction must be diligently pursued to completion within a reasonable period but in no case to exceed one year. No building shall be occupied for living purposes which is not functionally complete in detail as to the exterior, nor shall any building materials, paint or building equipment be exposed to the public view if occupied as a dwelling. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any building site at any time as a residence either temporarily or permanently.

10. No lot owner or occupant shall permit any trailer including without limitation, cargo trailer, camper, boat trailers, house trailers, mobile homes, or carryalls to be parked or stored on the lot, in the driveway, or in the street in front of or along side of the lot for more than 48 hours. No lot owner shall permit any vehicle licensed by the Secretary of State as a commercial vehicle to be parked or stored on a lot, on a driveway or on the street adjacent to the lot for more than twenty-four hours. This shall not prevent the lot owner or the occupant from storing a commercial vehicle owned by such owner or occupant or used by him in his business in the garage on the premises.

11. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any lot for the facilitation and carrying of any trade, business or industry.

12. The owner of any vacant lot shall cut the grass, weeds or other ground cover to a height not to exceed ten (10) inches and maintain the same in a proper condition.

13. Easements for installation and maintenance of utilities, storm sewers and drainage facilities are reserved as shown on the recorded plat(s). Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility, by virtue of the plat(s) of said subdivision, has assumed that responsibility. An easement is hereby reserved for telephone, cable television, gas and electric lines and any other utilities to extend underground which shall be located on the utility easement or on the public highway across any property in the subdivision to serve improvements on other properties in the subdivision.

14. In regard to the easements referred to in Paragraph 13 above, said easements shall be maintained by the respective owners of said lots and/or building sites, and the existing grade and elevation shall not be altered, nor shall bushes, trees, fences or other improvements be installed that interfere with said easements.

15. The topography and finished grade elevation of each home site must be consistent with the grade line and elevation of the other homesites in any addition to Panther Creek West and the Golf Course. Final determination as to the first floor elevation shall be made by the Architectural Control Committee.

16. There shall be installed and planted upon each lot and/or building site, and maintained by each lot and/or building site owner, landscaping as may be approved by the Architectural Control Committee. Said landscaping shall have a retail, installed cost (exclusive of sod) equal to or exceeding 3% of the sale price of the building lot. Owner shall not destroy any trees that exist on the lot unless trees hinder construction of the residence being constructed. If no trees exist on the lot, the owner shall plant at least two trees on the lot, of which at least one tree shall be planted in the front yard. Said trees shall be of a species with a mature height of no less than 15 feet. Owner shall sod front and side yards and shall seed or sod back yards within 30 days of the conclusion of construction of the residence on the lot or as soon as weather permits such seeding or sodding, whichever date is earlier.

17. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

18. No sign of any kind shall be displayed to the public view on any building site, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

19. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

20. No animals, livestock or poultry of any kind shall be raised bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not bred, kept or maintained for any commercial purposes. No dogs shall be kept on any lot until such lot is improved with a habitable dwelling.

21. No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

22. Notwithstanding the provisions of Paragraph 16 above, no lot owner shall cut or remove any living and healthy tree having a diameter of four inches or more measured at a point twelve inches above the ground, without the approval of the Architectural Control Committee.

23. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

24. No one shall alter the flood plain as it is shown on the final recorded plat.
25. The Architectural Control Committee shall have the power to reduce side-yard requirements by not more than 25% of the required side-yard and to reduce the rear yard requirements by not more than 10% of the applicable required front or rear yard. The Architectural Control Committee shall have the further power to reduce minimum dwelling size requirements where the size, shape and location of the lot warrants such variance in the opinion of the Committee.
26. During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Architectural Control Committee, or any agent of such Committee, shall have the right to enter upon and inspect, during reasonable hours, any building site on the above-described real estate and the improvements thereon for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.
27. The approval of the Architectural Control Committee of any plans and specifications, plot plan, grading or other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the said Committee nor any member thereof, nor the present owner of said real estate shall be in any way responsible or liable for the loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof or the present owner of said real estate.
28. Where a building site consists of more than one lot, the above provisions of these Protective Covenants shall be applicable to the boundary lines of a building site, rather than the platted lot lines. Accordingly, the Architectural Control Committee shall have the power to increase the side yard requirements to a minimum of 15% of the width of the building site at the building setback line where the building site consists of more than one lot, this power is in addition to the power of the Architectural Control Committee set forth in Paragraph 25 of this Section H.
29. All buildings erected on any building site shall be constructed of material of good quality, suitably adapted for use in the construction of residences, and no old building shall be placed on or moved to said premises. Accessory buildings or any other accessory structure built with solid walls shall not be erected, constructed or maintained on a lot or building site.
30. During the course of construction, all materials and equipment shall be stored only on the lot on which construction is underway. Debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or shall be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning of debris shall take place upon the premises. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times. A lot owner or lot purchaser violating this covenant individually or through his contractor may be assessed by the Developer or the Homeowner's Association up to \$100.00 per day for violations, if any, occurring after notice is given of any violation.
31. No person, firm, or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.
32. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by extending a line from and to a point on each lot line adjacent to the street right-of-way, which points are 20 feet distant from the intersection of said lot lines. Further, on all lots and/or building sites, none of the above-described obstructions shall be placed or permitted to remain in the triangular area formed by a street right-of-way line, either edge of any driveway and a line connecting a point 30 feet outward from either side of a driveway and a point on the edge of the driveway toward the building 15 feet from the street right-of-way line.
33. In no event shall the permanent residents of any site own and maintain on the site more than four (4) vehicles in excess of the number of enclosed garage spaces constructed and maintained on the lot. All property owners or residents in the subdivision owning or possessing trucks, trailers, campers, boats, motorcycles or motor homes which they desire to park on the above-described real estate shall provide and use an enclosed garage for the storage of same when not in motion. This covenant shall not be construed as allowing more than one attached garage on each lot or building site.

34. No antennas, transmitting, receiving or broadcasting equipment, appurtenances thereto or similar equipment shall be placed, stored, kept or used upon any lot at any time, either temporarily or permanently.

35. Series 1000 Lots, as depicted on the Plat, will be constructed by the Developer to be used for common area spaces, drainage and storm water retention. Said Series 1000 Lots and any and all islands located in or being part of the right of way of any street in any addition to the subdivision (hereinafter referred to as "the traffic islands") will initially be maintained by the Developer, including mowing, weed control, cleanliness and other such maintenance and payment of real estate taxes. Upon formation of the Homeowner's Association, as described in Section III herein below, said Association shall maintain said Series 1000 Lots and the traffic islands.

36. The failure of the Architectural Control Committee, any building site owner or the present owner of the above-described real estate to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property or any part thereof is subject shall, in no event, be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation lien or charge.

### SECTION III

In order to maintain the common areas (including, but not limited to, Series 1000 lots and traffic islands) in each addition to Panther Creek West, including all future additions, and in order to enforce the Protective Covenants for all Additions to Panther Creek West, including all future additions, a Homeowners' Association has been formed. The Homeowners' Association shall govern all of the lots and/or building sites in all of the additions to Panther Creek West. Membership in the Association is mandatory for each lot owner in any addition to Panther Creek West, and each such lot owner shall have one (1) vote; however, the Developer shall be entitled to four (4) votes for each lot of which it is the record owner, (including lots shown on the Preliminary Plan of Panther Creek Subdivision, but not, as yet, platted of record), as voting rights are set out in the Articles of Incorporation and Bylaws of Panther Creek West Homeowners' Association. The Board of Directors of the Homeowners' Association shall be selected and elected in the manner set forth in the Bylaws of the Association. The Board of Directors of the Homeowners' Association shall determine the annual dues to be paid by each member, the initial membership fee, and any special assessments needed for care and maintenance of common areas in the manner set forth in the Bylaws of the Homeowners' Association. If any lot owner and/or building site owner fails to pay the annual dues within thirty (30) days of the due date, the Board may file a lien against such owner's real estate and bring suit to enforce collection. The powers of the Board of Directors, the manner of assessment and rights of members shall be governed by the Bylaws of the Homeowners' Association. The Board of Directors shall operate pursuant to its Bylaws. Any time after the formation of the Homeowners' Association, at the Developer's election, Developer may convey to the Homeowners' Association any or all common areas (including, but not limited to, the Series 1000 Lots and/or the traffic islands), if the same are deemed to be owned by the Developer, in any addition of the subdivision.

### SECTION IV

A. In order to amend any provision of these Protective Covenants, such amendment must be approved by 70% of the Class A and Class B votes of the members of the Homeowners' Association, (as said members are described in the Bylaws of the Homeowners' Association). Such amendment shall then apply to all Panther Creek West additions.

B. Developer intends to impose these Protective Covenants upon future additions to Panther Creek West, which may be developed on the real estate which is described in Exhibit A attached hereto and incorporated herein. As each future addition of Panther Creek West is developed and the plat thereof recorded, Developer shall record a document imposing these Protective Covenants upon the lots in such future plat. These Protective Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Protective Covenants are recorded, after which time said Covenants shall be automatically extended for the successive period of ten (10) years, unless an instrument approved by seventy percent (70%) of the Class A and Class B votes of the members of the Homeowners' Association (as said members are described in the Bylaws), agreeing to change said Protective Covenants in whole or in part.

SECTION V

All lot owners voluntarily assume all risks of accident or damage to their person or property and that of their family and guests resulting from golf balls struck by golfers utilizing the facilities of Panther Creek Country Club, which Golf Course adjoins a portion of Panther Creek West on the East. Such lot owners agree to hold harmless the Homeowners Association, its members, officers, directors and, its successors and assigns, from any claim, liability or demand of any kind for or on account of any such personal injury or property damage or loss of any kind which they, their family or guests, may sustain.

SECTION VI

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event that the Homeowners Association elects to retain attorneys to prosecute any violation, and such prosecution is substantially successful, the person violating these covenants shall reimburse the Homeowners' Association for all attorney fees and costs incurred.

SECTION VII

Invalidation of any one of these Protective Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Panther Creek West Homeowners Association, has caused its name to be affixed hereto this 21st day of September, 1994, pursuant to authority of its Board of Directors.

**PANTHER CREEK WEST  
HOMEOWNERS ASSOCIATION**

**J.C. DOWSON, INC.**

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its President