

This instrument prepared by and after  
recording should be returned to:

Michael D. Hughes, Esq.  
HUGHES & ASSOCIATES, P.C.  
19815 Governors Hwy., Suite 11  
Flossmoor, IL 60422  
708-799-3700

**LAURIE MCPHILLIPS 4P R 2005227820**  
**Will County Recorder Page 1 of 4**

**RAD Date 12/27/2005 Time 14:44:48**  
**Recording Fees: 18.00**  
**IL Rental Hsng Support Prog: 10.00**

**SUNSET LAKES SUBDIVISION,**  
a subdivision of Manhattan, Illinois

**COPY**

(For Recorder's Use Only)

**ADDITION OF PROPERTIES SUBJECT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
SUNSET LAKES HOMEOWNERS, SUNSET LAKE NO. 2**

**ADDITION OF PROPERTIES SUBJECT TO THE DECLARATION** made by **SUNSET LAKES DEVELOPMENT, LLC**, an Illinois limited liability company (hereinafter referred to as the "Developer"), the title holder of record and developer of the real estate located in the Village of Manhattan, commonly known as **SUNSET LAKES**, and legally described in Exhibit A attached hereto, which is hereby incorporated herein and made a part hereof.

**WHEREAS**, the Developer of Sunset Lakes Subdivision of Manhattan heretofore declared certain Lots lying adjacent and contiguous to Sunset Lake No. 2 to be subject to the covenants, restrictions, easements, and servitudes set forth in the Declaration of Covenants and Restrictions for Sunset Lakes Homeowners, Sunset Lake No. 2, dated July 18, 2005, and recorded in the Office of the Recorder of Deeds, Will County, Illinois, on July 19, 2005, as Document No. R2005-120832 (hereinafter referred to as the "Declaration"); and

**WHEREAS**, pursuant to Paragraph 3.2 of the Declaration, the Developer reserved the right to add any additional properties which are contiguous or adjacent to, or within the immediate vicinity, of the property subject thereto, namely Sunset Lake No. 2, and which is owned or developed by the Developer, and to subject such additional properties to the covenants, conditions, restrictions, easements and servitudes contained in the Declaration; and

**WHEREAS**, the Developer has subdivided into Lots and developed additional property lying adjacent to Sunset Lake No. 2, and desires to subject said additional property to the covenants, conditions, restrictions, easements and servitudes contained in the Declaration, for the purposes set forth therein.

**NOW, THEREFORE,** pursuant the power and authority aforesaid, the Developer hereby declares additional property to be subject to the Declaration, as follows:

1. ***Incorporation of Recitals & Definitions.*** The above and foregoing recitals are hereby incorporated into and made a part of this instrument. All capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to them in the Declaration.

2. ***Declaration.*** The Developer hereby declares that the real estate described in Exhibit A (hereinafter referred to as the "Additional Lots"), being a part of the Development known as Sunset Lakes, is hereby made subject to, and shall hereafter be held, improved, used, occupied, transferred, sold and conveyed subject to the covenants, restrictions, easements and servitudes set forth in the Declaration, each and all of which shall be deemed appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Developer, the Lakeowners, the Association, and their respective grantees, heirs, personal representatives, successors and assigns, and all persons claiming by, through and under them. The provisions hereof are intended to create mutual equitable servitudes upon each Lot subject to the Declaration, including the Additional Lots, in favor of each and all other such Lots and the Association; to create privity of contract and estate between the grantees of such Lots and Additional Lots, and their respective heirs, personal representatives, successors and assigns; and to operate as covenants, restrictions, easements and servitudes, all running with the land for the benefit of each and all such Lots and Additional Lots subject hereto, the respective owners of such Lots and Additional Lots, present and future, and the Association comprised of such owners as provided in the Declaration.

3. ***Incorporation of Covenants.*** All of the terms and provisions set forth in the Declaration are hereby incorporated herein and made a part hereof, as if set forth herein in its entirety.

4. ***Acceptance by Grantees.*** Acceptance of a deed conveying any Additional Lot made hereby subject to this Declaration shall be deemed acceptance by the grantee(s) of title thereto upon and subject to each and all of the covenants, conditions, restrictions, easements and servitudes contained in the Declaration, and by such acceptance each grantee covenants and agrees for himself, his heirs, personal representatives, successors, assigns, subsequent grantees and lessees, to keep, observe, comply with and perform all of said covenants, conditions, restrictions, easements and servitudes.

5. ***Construction.*** The terms and provisions of this instrument shall be governed by and construed in accordance with the laws of the State of Illinois. The headings in this instrument are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this instrument.

IN WITNESS WHEREOF, the Developer, as title holder of record, has caused this instrument to be executed by its legally authorized officers, whose signatures are hereunto subscribed.

Dated: December 27, 2005

SUNSET LAKES DEVELOPMENT, LLC

By: \_\_\_\_\_

Jack A. Fugett, Member

By: Charles S. Crescenzo

Charles S. Crescenzo, Member

STATE OF ILLINOIS    )  
                                      ) SS  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **JACK A. FUGETT and CHARLES S. CRESCENZO**, as Members of **SUNSET LAKES DEVELOPMENT, LLC**, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Members, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27<sup>th</sup> day of December, 2005.

Michael D. Hughes  
Notary Public



**EXHIBIT A**

**The Additional Lots are legally described as follows:**

LOTS 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106 AND 107, IN SUNSET LAKES PHASE THREE, BEING A RESUBDIVISION OF PART OF OUTLOT D IN SUNSET LAKES PHASE ONE, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 2005 AS DOCUMENT NO. R2005 227817, IN WILL COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 14-12-10-200-001 & -003 (a part thereof)

Address(es) of Real Estate: Sunset Lakes Subdivision, Baker Road, Manhattan, Illinois 60442

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