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Georgia Volm, Adams County Clerk/Recorder

Schmiedeskamp, Robertson

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR CADBURY RIDGE**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR CADBURY RIDGE (the "Declaration") is made this 14th day of September, 2005, by Dedert Construction, Inc., an Illinois corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all of the lands contained in the area known as Cadbury Ridge, a subdivision (herein, "Cadbury" or the "Subdivision"), as shown and described on the Plat thereof recorded on September 12, 2005 in Book 705 of Plats at page 9882, in the Office of the Recorder of Deeds in and for the County of Adams and State of Illinois (the "Plat"); and

WHEREAS, Cadbury consists of the following described real estate:

Lots One (1) through Thirty-Nine (39) of Cadbury Ridge, being a Subdivision of a part of the Northwest Quarter of Section Eight (8), in Township Two (2) South of the Base Line and in Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois (collectively, the "Real Estate" or "Lots", and each individual parcel a "Lot"); and

WHEREAS, it is the desire and intention of Declarant to develop and sell the Real Estate and to impose on it mutual and beneficial restrictions, covenants, conditions, easements, liens and Charges (the "Restrictions") under a general plan or scheme of improvement for the benefit of the Real Estate and the future owners of that Real Estate.

NOW, THEREFORE, the Declarant hereby declares that all of the Real Estate is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved

subject to the following Restrictions, which are declared and agreed to be in furtherance of a plan for the Subdivision and established by the Declarant for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and each Lot being a part thereof. All of the Restrictions shall run with the land and shall be binding upon the Declarant and upon all parties having or acquiring any right, title or interest in the Real Estate or any Lot being a part thereof (such persons being sometimes herein referred to as "Owners").

Part A. Preamble

The purpose of these Restrictions is to contribute to the establishment of the character of a neighborhood and to the maintenance of value levels through the regulation of type, size and placement of buildings, Lot sizes, reservation of easements, and prohibitions of nuisances and other land uses that might adversely affect the desirability of a residential area.

The following are the names and addresses of all parties involved:

Dennis M. Dedert - 211 Lexington, Quincy, Illinois

Dedert Construction, Inc. - 211 Lexington, Quincy, Illinois

Part B. Area of Application

The residential subdivision is known as Cadbury Ridge and these Restrictions shall apply to all Lots in said Subdivision, as legally described hereinabove.

Part C. Residential Area Covenants

C-1. Land Use and Building Type. No Lot in the Subdivision shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling ("Dwelling") not to exceed two and one-half stories in height and an attached private garage for at least two (2) but not more than four (4) cars. No outbuildings shall be located on any Lot. "Family" for purposes herein shall mean an individual or two (2) or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or a group of two (2) or more persons all of whom are related by blood,

marriage or adoption except that the group may include one (1) person not so related living together as a single housekeeping unit.

C-2. Provisions for Architectural Control. No Dwelling shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the Dwelling have been approved by the Architectural Trustee as to quality of workmanship and materials, harmony and external design with existing Dwellings, and as to location with respect to topography and finish grade elevation. It is intended that the Architectural Trustee when considering approval of plans and specifications may consider reasonable factors beyond those set forth in these Restrictions appropriate to the overall development of the Subdivision. The Architectural Trustee is also authorized to provide interpretation of these Restrictions for the benefit of the Subdivision. The designation of the Architectural Trustee, his procedures and duties shall be as provided in Part D.

C-3. Dwelling Cost, Quality and Size.

(a) No Dwelling shall be permitted on any Lot at a cost to a buyer or Owner of less than \$150,000.00 based upon cost levels prevailing on the date these Restrictions are recorded, it being the intention and purpose of this covenant to assure that all Dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Restrictions are recorded at the minimum cost stated herein for the minimum permitted Dwelling size. A Dwelling located on any Lot shall not exceed two and one-half stories in height. Each Dwelling, whether a one story or two story Dwelling, shall contain floor space, excluding open porches, breezeways, garages and basements, if any, of at least One Thousand Three Hundred (1,300) square feet. An attached garage shall be provided which contains at least Four Hundred (400) square feet.

(b) No pre-fabricated structures, pre-cut homes, manufactured or modular Dwellings, mobile homes or like structures shall be constructed or permitted on any Lot.

(c) The Dwelling constructed on any Lot shall be completed within one (1) year from the date construction begins, unless prevented by weather or act of God. Construction shall be considered to have begun on the date ground is broken for the construction of any portion thereof. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

C-4. Dwelling Location.

(a) No Dwelling shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum set back lines permitted for property zoned R1A.

(b) Except as otherwise approved by the Architectural Trustee, no Dwelling shall be located nearer than ten (10) feet to an interior Lot line. No Dwelling shall be located on any interior Lot nearer than thirty (30) feet to the rear Lot line.

(c) For the purposes of these Restrictions, eaves, steps and open porches shall not be considered as a part of a Dwelling, provided, however, that this shall not be construed to permit any portion of a Dwelling on a Lot to encroach upon another Lot.

C-5. Materials.

(a) The finished exterior side walls of every Dwelling built on any Lot in the Subdivision shall be of materials other than tar paper, roll brick or any similar material unless otherwise approved in advance by the Architectural Trustee.

(b) Each Dwelling shall have a poured concrete driveway. Any sidewalks shall also be of poured concrete. Driveways of gravel or asphalt are prohibited.

(c) All Dwellings shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any Lot.

(d) The front elevation of all Dwellings shall be brick, stone or dryvit with a possible small percentage of siding unless otherwise approved by the Architectural Trustee.

C-6. Easements.

(a) Easements for installation and maintenance of utilities and accessories and for drainage are reserved as shown on the Plat. Within these easements, no building, Dwelling, structure, planting or other improvements shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels and easements. The easement area of each Lot shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. "Utilities" for purposes hereof shall include, but not be limited to, water, sewer, gas, electric, cablevision and similar services provided to Lots and the pipelines, conduits, wires, pedestals, transformers or other items and accessories necessary to conduct or provide such utilities. Each Lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.

(b) An easement or right-of-way to establish, construct, reconstruct, operate and maintain certain water retention ponds, lakes or basins (the "Water Retention Areas") for the benefit of the Real Estate is reserved as shown on the Plat (Lots 36 through 38). By means of this Declaration, the obligation to reconstruct, operate and maintain the Water Retention Areas shall transfer to the respective Owners of the Lots who, jointly and severally, assume hereby and are responsible for such use, reconstruction, operation, repair and maintenance. Such responsibility shall lie with the then current Owners of the Lots, regardless of whether or not such responsibility or obligation arose prior or subsequent to any such Owner or Owners acquiring an interest in the Lots. In fulfilling this obligation, the following standards of maintenance and upkeep shall be observed and followed at all times:

(1) The Water Retention Areas shall be sewn over in native grasses and shall be mowed, cut and/or trimmed as often as necessary to maintain a neat and clean appearance.

(2) The Water Retention areas shall not be allowed to grow over in weeds or in any unsightly or unkempt manner.

(3) The terms of said easement shall be complied with.

C-7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done there which may be or become an annoyance or nuisance to the neighborhood.

C-8. Temporary Structures. No structures or Dwellings of a temporary character, partially completed Dwelling, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

C-9 Signs. No sign of any kind shall be displayed to the public view on any Lot except either (i) one (1) professional sign of not more than four (4) square feet advertising the Lot for sale or rent or (ii) one (1) sign of not more than five (5) square feet used by a builder to advertise the Lot during the construction and sales period.

C-10. Pets, Livestock and Poultry. No livestock, poultry, or other animals, wild or tame, of any kind shall be raised, bred or kept in any dwelling or on any Lot, except that the Owner or occupant of each Dwelling may have two dogs, cats or other common domestic household pets provided that they are (i) not kept, bred or maintained for any commercial purpose; (ii) not wild, dangerous or considered ferae naturae by law, or (iii) kept and housed inside and not outside, any such outside dog houses, kennels, pens or fenced areas for pets being prohibited. With limiting the scope of wild and dangerous animals, they specifically include snakes, bears and foxes.

C-11. Fences and Walls. No fence or wall shall be erected or constructed on any Lot nearer to any street than the minimum set back line shown on the Plat and no fence shall be constructed unless it is a prefinished fence approved by the Architectural Trustee. In addition, no fence or wall shall be placed or erected on any Lot until after a residence has been constructed and fully completed on the Lot. No fence shall be more than six (6) feet in height. No chain link or wire fences are permitted.

C-12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, excavation or shafts be permitted upon or in a Lot. No derrick or other structure

designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

C-13. Business or Trade Use. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of any Lot. A builder who may have occasional visitors reviewing plans, prices, sites or other matters is considered permissible and shall not be in violation of this covenant.

C-14. Garbage and Refuse Disposal. No Owner of any Lot shall burn or permit the burning out of doors of garbage, trash, or other like household refuse. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or litter. Trash, garbage, litter, ashes or other waste or refuse shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All Lots shall be kept in good and neat appearance, including but not limited to, mowing grass and cutting weeds, trimming shrubs and hedges, removing all garbage, rubbish and litter, and removing dead or diseased trees.

C-15. Water Supply. No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the local public health authority. Approval of such system as installed shall be obtained from such authority.

C-16. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the local public health authority. Approval of such system as installed shall be obtained from such authority.

C-17. Sight Distance at Intersections. No hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case

of a rounded property corner from the intersection of the street property line extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-18. Towers and Antennas. No exposed or exterior radio or television transmitting or receiving antenna or mast, tower or support for same, satellite disc or dishes or similar television, radio or other reception apparatus or wires shall be erected, installed, placed or maintained on any Lot; provided, however, that a satellite disc or dish not greater than twenty-four (24) inches in diameter may be installed, placed or maintained on any Lot; provided, further, that the exact location thereof on any Lot must be approved by the Architectural Trustee.

C-19. Boats, Trailers, Recreational Vehicles and Trucks. No truck or van of greater than one ton capacity, nor any unlicensed motor vehicle, trailer, boat, camper, craft or other properly licensed recreational vehicle of any type shall be parked overnight, kept or stored on any street or on any part of the Real Estate except in an enclosed garage.

C-20. Sodding and Landscaping. Each Owner of a Lot shall (i) sod with grass the front yard of his Lot and (ii) landscape his Lot with plants, shrubs and flowers, in such manner as the Lot Owner deems appropriate; provided, however, that such landscaping shall be at a cost of not less than Two Thousand Dollars (\$2,000.00) based upon cost levels prevailing on the date these Restrictions are recorded; and provided, further, such sodding and landscaping shall be completed by an Owner within sixty (60) days following the completion of his Dwelling, unless the Architectural Trustee, upon request, grants a longer period of time to the Owner, for good cause such as, but not limited to, adverse weather or other conditions beyond the Owner's control.

C-21 Dirt. No dirt shall be removed from the Subdivision without the approval of the Architectural Trustee. Should any Owner of a Lot have dirt to be removed from the Lot, the dirt

shall be moved, at such Owner's expense, to another location within the Subdivision approved or designated by the Architectural Trustee.

Part D. Architectural Control.

D-1. Architectural Trustee. The Architectural Trustee is Dennis M. Dedert. The Architectural Trustee may designate a representative to act for him. In the event of the death, resignation or inability to act of Dennis M. Dedert, a successor trustee shall be designated by a majority of the then Owners of the Lots determined as provided in Part G below.

D-2. Procedures. The approval or disapproval as required in these Restrictions shall be in writing. In the event the Architectural Trustee, or his designated representative, fails to approve or disapprove any plans or specifications within thirty (30) days after such plans and specifications have been submitted to him, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

D-3. Liability of Trustee, etc. Neither the Architectural Trustee nor any agent thereof, nor the Declarant, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done supporting thereto.

Part E. Effect of Owner's Acceptance of Deed. The Owner of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of any such Lot, shall accept such deed and execute such contract subject to each Restriction and agreement herein contained. Further, by acceptance of such deed or execution of such contract, such person or persons acknowledge the rights and powers of the Declarant with respect to these Restrictions and also, for themselves, their heirs, personal representatives, successors and assigns, and they do covenant and agree and consent to and with the Declarant, and to and with the grantees and subsequent Owners of each of the Lots affected by these Restrictions, to keep, observe and comply with and perform such Restrictions and agreements.

Part F. General Provisions.

F-1. Enforcement. Enforcement shall be by proceedings at law or in equity against any person, firm or corporation violating or attempting to violate any Restriction either to restrain violation or to recover damages. Any action may be brought by a person, firm or corporation having any interest in a Lot in the Subdivision. If a violation is established, the violator or violators shall be liable for the attorney's fees and costs of the person, firm or corporation seeking enforcement.

F-2. Severability. Every one of these Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every condition of the Restrictions. Accordingly, the invalidation of any one (1) of these Restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

F-3. Captions; References. The captions preceding the various sections and subsections of these Restrictions are for convenience and reference only, and none of them shall be used as an aid in the construction or interpretation of any provisions of these Restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or applied to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter, as the context may require.

Part G. Term and Amendment.

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them. The restrictions established hereby may be amended by a duly recorded instrument properly signed and acknowledged by the then Owners of eighty percent (80%) or more of all Lots in the Subdivision.

In determining the "then Owners of the Lots," each individual Lot shall have a single right. If there are multiple Owners of a Lot, a majority in interest shall exercise the right of the Lot. If there are two (2) Owners having an equal interest, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first named in the deed conveying such Lot to said

Owners shall exercise the right. The consolidation or redividing of Lots, even if consistent with these Restrictions, shall not affect the Lots entitled to vote.