


Larry D. Ehmen, County Recorder

Schmiedeskamp, Robertson

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR CAMELOT SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR CAMELOT SUBDIVISION (the "Declaration") is made this 1st day of November, 2002, by Roberts Quality 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 Camelot Subdivision (herein, "Camelot Subdivision" or "Camelot"), as shown and described on the Plat thereof recorded on October 28, 2002 in Book 610 of Plats at page 1398 in the Office of the Recorder of Deeds in and for the County of Adams and State of Illinois (the "Plat"); and

WHEREAS, Camelot Subdivision consists of the following described real estate:

Lots One (1) through Twenty-One (21) inclusive of Camelot Subdivision, being a subdivision of a part of the Northwest Quarter of Section Twenty-Seven (27), in Township One (1) 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 except as otherwise stated herein, 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 Camelot and established by the Declarant for the purpose of enhancing and protecting the value, desirability and attractiveness of Camelot 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").

(b) All structures must maintain a minimum of 7 inch rise per 12 inch run of roof slope or greater (referred to as 7/12 roof pitch).

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

(d) The Dwelling constructed on any Lot shall be completed within one (1) year from the date construction begins, unless prevented by weather or acts 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 the Real Estate.

(b) 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 of every Dwelling built on any Lot in the Subdivision shall be of standard construction materials and shall consist of either brick, stone, vinyl siding or the equivalent thereof as may be approved in advance by the Architectural Trustee. Any and all types of roll covering or asphalt siding are prohibited.

(b) Each Dwelling shall have a poured concrete driveway. Any sidewalks shall be of poured concrete, brick or stone. 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.

C-6. Easements. 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, except for those improvements for which a public authority or utility company is responsible. Each Lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.

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. Other Structures. No structures or Dwellings of a temporary character, partially completed Dwelling, trailer, mobile home, basement, tent, shack, or other outbuilding shall be used on any Lot at any time as either a residence, either temporarily or permanently, or, except as permitted by Section C-1, for any other purpose.

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. Without 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 without approval from the Architectural Trustee.

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; Lot Maintenance. 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 (but only with respect to the front one hundred thirteen (113) feet of any Lot), trimming shrubs and hedges, removing all garbage, rubbish and litter, and removing dead or diseased trees. The obligation to maintain the Lots as set forth in the preceding sentence shall be that of each Owner.

C-15. Water Supply; Sewage Disposal. No individual water supply system or sewage disposal system shall be permitted on any Lot other than an aerobic treatment or sand filter septic system for sewage disposal either of which must be installed in accordance with applicable law and health regulations.

C-16. 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-17. Towers and Antennas. No exposed or exterior radio or television transmitting or receiving antenna or mast, tower or support for same, satellite disc or dish exceeding 24" in diameter or similar television, radio or other reception apparatus or wires shall be erected, installed, placed or maintained on any Lot or Dwelling.

C-18. 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 for more than twenty-four (24) hours, except in an enclosed garage.

Part D. Architectural Control.

D-1. Architectural Trustee. The Architectural Trustee is David Roberts. The Architectural Trustee may designate a representative to act for him. In the event of the death, resignation or inability to act of David Roberts, Sharon Roberts shall then be the Architectural Trustee with full power to act. In the event of the death, resignation or inability to act of both David Roberts and Sharon Roberts, a successor trustee may be designated by a majority of the then Owners of the Lots determined as provided in Part H 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 Builder or any building plans or specifications within thirty (30) days after such Builder, 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 Restrictions shall be deemed to have been fully complied with.

D-3. Transfer to Association. At such time as a Dwelling is constructed on each Lot within Camelot, the continuing function of the Architectural Trustee shall transfer to the board of directors of the Camelot Homeowners Association.

D-4. Liability of Trustee, etc. Neither the Architectural Trustee nor any agent thereof, nor the Declarant nor the Association, 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 relating thereto.

Part E. The Association.

E-1. General Matters. There has been or may be created, under the laws of the State of Illinois, a not-for-profit corporation to be known as the "Camelot Homeowners Association", which is sometimes herein referred to as the "Association". Whether or not the Association is incorporated, every person who acquires and holds title (legal or equitable) to any residential Lot in Camelot shall be a member of the Association (a "Member"), except that only one (1) of any number of co-Owners of a Lot shall be a General Member; all other co-Owners will be Associate Members. The foregoing provisions requiring the Owners of Lots within Camelot to be Members of the Association is not intended to apply to those persons who hold an interest in such Real Estate merely as security for the performance of an obligation to pay money, e.g. mortgagees and land contact vendors. However, if such person should realize upon such person's security and become the Owner of a Lot within Camelot, the person will then be subject to all of the requirements and limitations imposed in these Restrictions on Owners of Lots within Camelot and on Members of the Association, including, but not limited to, those provisions with respect to the payment of an Annual Charge.

E-2. Association's Purposes. The general purposes of the Association are:

(a) To provide for the maintenance, repair and replacement of entrance signs, boulevards and other amenities within or about Camelot for the general benefits of the Members.

(b) To provide a means for the promulgation and enforcement of all regulations necessary to govern the use and enjoyment of Camelot and to provide a means to provide and pay for all amenities for the benefit of the Members.

E-3. Association Membership. All Lot Owners within Camelot shall hold "General" memberships in the Camelot Homeowners Association. In addition to General Members, there shall be Associate Members in accordance with the articles of incorporation or bylaws of Camelot Homeowners Association. Only one adult person having a legal or equitable ownership in each Lot shall be a General Member of the Association, and all other co-Owners of the Lot or Members of the Family shall be Associate Members.

E-4. Association's Authority to Levy and Collect Charges and Impose Liens.

(a) The Association shall have all of the powers set forth herein or in its Articles of Incorporation, together with all other powers that belong to it by law, as well as the power to levy an Annual Charge or Special Charge (herein "Charge" or "Charges") against the Members of the Association. In each membership class, the Annual Charges shall be uniform. Special Charges shall relate only to individual Lots. The Charges shall be used only for services, items or matters benefitting the membership class. It is recognized that general services shall apply to the entire Subdivision. The Charges are imposed irrespective of whether a Dwelling has been constructed on the Lot.

No Charge shall be levied against the Association itself, or any corporation that may be created to acquire title to and provide services to Camelot. Further, no Charges shall be assessed against the Declarant as to any undeveloped and unsold Lots, but Declarant may voluntarily pay Annual Charges. The Annual Charge for all Members shall be established by the Association as

provided in the bylaws and shall be used for general services, items or matters, such as maintenance of easements, if any, and other related services.

The annual Charge for all memberships shall be approved by the board of directors of the Association or by the Members, in certain instances, in accordance with the bylaws of the Association consistent with these Restrictions.

The rights of Members of the Association as such Members shall be set forth in the bylaws of the Association.

(b) Every such Charge levied or assessed by the Association shall be paid by the Members in accordance with the bylaws commencing with the year 2003. The board of directors of the Association shall fix the amount of the Annual Charge per Member for the following calendar year by the first day of December of each year, or as soon thereafter as practicable, and written notice of the Charge so fixed shall be sent to each Member, so charged, within twenty-one (21) days after being established. The Association shall provide for the manner and method by which such Annual Charge shall be paid by the Members.

(c) If any Charge levied or assessed against any Lot subject to these Restrictions shall not be paid when due, it shall then, ipso facto, become a lien upon the Lot or Lots owned by the person owing such Charge or Charges, and shall remain a lien against said Lot or Lots until paid in full, together with interest as is herein provided, and such other Charges or costs which might become due as a result of non-payment, as is hereinafter provided. Such Charges as are provided for in these Restrictions shall bear interest at the judgment interest rate established by the State of Illinois until paid in full. If, in the opinion of the board of directors of the Association, such Charges have remained due and payable for an unreasonably long period of time, they can, on behalf of the Association, institute such proceedings, either in law or in equity, either by way of foreclosure of such lien or otherwise, to collect the amount of said Charge in any court of competent jurisdiction. In such case, the Owner of the Lot or Lots subject to the Charge shall, in addition to the amount of the Charge at the time such action is instituted, be obligated to pay any expenses or costs, including reasonable attorney fees, incurred by the Association in collecting the Charge. Every person who shall become the Owner of any Lot subject to these Restrictions, whether such ownership be legal or equitable, and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified and by acquisition of such interest, agrees that any such liens or Charges which may be extant upon said Lot or Lots at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot in Camelot is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all Charges that the Association shall make pursuant to these Restrictions.

(d) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association certifying that the assessments on a specified Lot have been paid or that certain assessments against said Lot remain unpaid, as the case may be. A reasonable Charge may be made by the board of directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.