

DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS and
DECLARATIONS FOR FIELDSTONE,
A SUBDIVISION

PIN # 19-0-0564-000 (split) &
19-0-0564-006 (split)

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Towne & Country Abstract

THIS DECLARATION, is made as of this 4th day of June, 1997 by John E. Campbell and Barbara G. Campbell, husband and wife and Jerry R. Brockmiller and Sondi L. Brockmiller, husband and wife, hereinafter referred to as the "Declarants".

WITNESSETH THAT:

WHEREAS, the Declarants are the owners of all of the lots contained in the area known as "Fieldstone, a Subdivision" (herein called "Fieldstone Subdivision") as shown and described on the plat hereof recorded on December 23, 1996, in Book 15 of Plats, at page 784, as Document Number 053648, in the Office of the Recorder of Deeds in and for the County of Adams, State of Illinois (herein called the "Plat"); and

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

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), and Fifteen (15) in Fieldstone, a Subdivision of a part of the South One-half of the Southeast Quarter of Section Twenty-eight (28) in Township One (1) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois.

WHEREAS, Declarants desire to subject and impose upon the Subdivision mutual and beneficial declarations, covenants, rules, conditions, easements, liens, and charges hereinafter referred to as the "Declarations" for the benefit and complement of all of the lots in the Subdivision and the future owners thereof;

NOW, THEREFORE, the Declarants hereby declare that the real property located within the Subdivision shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Declarations, all of which are declared and agreed to be in furtherance of a common plan for improvement of the Subdivision, established by the Declarants for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each lot and parcel situated thereon. All of these Declarations shall run with the land and shall hereafter be binding upon the Declarants and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereto (such persons being sometimes hereinafter referred to as "Owners").

1. RESIDENTIAL CHARACTER OF THE SUBDIVISION:

A. IN GENERAL: Every numbered lot in Fieldstone Subdivision is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said lots other than one (1) single family dwelling and an attached private garage. No outbuildings shall be located on any lot. An attached private garage must be provided for each lot. "Family", for purposes hereof, 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.

B. OCCUPANCY OR RESIDENTIAL USE OF PARTIALLY COMPLETED DWELLING HOUSES PROHIBITED: No dwelling house constructed on any of said lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the "Architectural Trustee" hereinafter described, and the decision of that Committee shall be binding on all parties concerned.

2. DECLARATIONS CONCERNING SIZE AND PLACEMENT OF DWELLING HOUSES AND OTHER STRUCTURES AND THE MAINTENANCE THEREOF:

A. MINIMUM LIVING SPACE AREAS: No dwelling shall be constructed on any lot in the Subdivision exceeding the height hereafter stated having less than the following minimum square footage of living space, exclusive of porches (whether or not enclosed by screens or otherwise), breezeways, terraces, garages, car ports and other buildings:

The dwelling located on any lot shall not exceed two and one-half (2½) stories in height. The ground floor area of the dwelling, exclusive of open porches, breezeways, terraces, garages, car ports and other buildings, if any, on Lots One (1) and Two (2) shall have a minimum of at least one thousand eight hundred (1,800) square feet. Dwellings on Lots Three (3) through Six (6) shall have a minimum of at least Two Thousand One Hundred (2,100) square feet and dwellings on Lots Seven (7) through Fifteen (15) shall have a minimum of Two Thousand Four Hundred (2,400) square feet. If a dwelling has more than one story there shall be a minimum of One Thousand Two Hundred (1,200) square feet on the ground floor. No minimum shall apply above the first story.

A garage shall be provided which contains at least five hundred (500) square feet.

B. SET-BACK REQUIREMENTS:

(i) **In General:** Except as may be otherwise provided in these Declarations or on the Plat, no dwelling house or above grade structure shall be constructed or placed on any numbered lot in the Subdivision (except fences or walls, the placement of which is provided for

hereinafter) nearer to any lot line than the minimum building setback lines shown on the recorded subdivision plat, or twenty-five (25) feet, whichever is more.

(ii) **Lake Side:** The minimum set-back line from the Fieldstone Lakes shall be forty (40) feet from the normal high water mark of said Lakes.

C. FENCES OR WALLS: In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, all property lines shall be kept free and open one to another and no fences or walls shall be permitted on any lot or lot lines except where, in the opinion of the Architectural Trustee (as hereinafter described), a fence, wall or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area. In such cases, the Architectural Trustee shall determine the size, location, height and composition of the fence, wall or other enclosure.

D. CONSTRUCTION MATERIALS: The finished exterior of every building constructed or placed on any numbered lot in the Subdivision shall be of material other than tar paper, rollbrick siding or any other similar material. The dwelling and outbuildings located on any lot shall be of standard construction materials. Pre-fabricated structures, mobile homes and the like shall not be located on any lot.

E. DILIGENCE IN CONSTRUCTION: Within two (2) years of the date of obtaining title to any lot, the owner or owners thereof shall commence construction. The exterior of every building whose construction or placement on any numbered lot in the Subdivision is begun shall be completed within twelve (12) months after the beginning of such construction or placement, unless prevented by weather or Act of God or because of the size or nature of the construction project. 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.

F. PROHIBITION OF USED STRUCTURES: All structures constructed or placed on any numbered lot in the Subdivision shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any such lot.

G. MAINTENANCE OF LOTS AND IMPROVEMENTS: The owner of each lot in the Subdivision shall at all times maintain said lot and any improvements situated thereon in such manner so as to prevent said lot or improvements from becoming unsightly; and, specifically, such owner shall:

(i) Mow said lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon;

(ii) Remove all debris or rubbish from said lot;

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot;

(iv) Cut down and remove dead trees from said lot;

(v) Where applicable, prevent debris or foreign material from entering Fieldstone Subdivision Lakes; or

(vi) When such debris or foreign material has entered Fieldstone Subdivision Lakes from said lot, to remove the same immediately;

(vii) Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance as to prevent their becoming unsightly.

H. ALL DRIVEWAYS WILL BE CONCRETE.

I. MAILBOXES. Mailboxes shall be a permanent structure, built of either stone, brick or concrete or a combination thereof and must be approved by the Architectural Trustee.

3. GENERAL PROHIBITIONS:

A. IN GENERAL: No noxious or offensive activities shall be carried on on any lot in the Subdivision, nor shall anything be done on any of said lots that shall become or constitute an unreasonable annoyance or nuisance to any owner or owners of another lot in the Subdivision.

B. SIGNS: No sign of any kind shall be displayed for public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales periods.

C. ANIMALS: No animals, livestock, swine or poultry of any kind shall be kept, raised, bred or maintained on any lot in the Subdivision, except the usual household pets, provided they are not kept, raised, bred or maintained for commercial purposes, and provided further that they are not wild or dangerous or considered ferae naturae by law. Without limiting the scope of wild and dangerous animals, they specifically include snakes, bears and foxes.

D. DISPOSAL OF GARBAGE, TRASH AND OTHER LIKE HOUSEHOLD REFUSE: No owner of any lot in the Subdivision shall burn or permit the burning out of doors of garbage, trash or other like household refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot, except as may be permitted in subparagraph E, below.

E. CONCEALMENT OF FUEL STORAGE TANKS AND TRASH RECEPTACLES: Every tank for the storage of fuel that is installed outside any building in the Subdivision shall be either buried below the surface of the ground, or screened to the satisfaction of the Architectural Trustee, by fencing shrubbery or other means. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept so as not to be visible from any street or the lakes within the Subdivision at any time, except at the times when refuse collections are being made.

F. DECLARATIONS ON TEMPORARY STRUCTURES: No temporary house, trailer, garage or other outbuildings shall be placed or erected on any lot, but this shall not prohibit reasonable construction vehicles or trailers during the course of construction.

G. DOCKS, PIERS, ETC.: No pier, dock or other such structure may be constructed on or near the lakes without the prior written approval of the Architectural Trustee.

H. BOATING DECLARATIONS: Power boating activities on Fieldstone Subdivision Lakes is not permitted. Rowboats, canoes, and small sailboats (of the "day sailor" class) are permitted. No boat shall be equipped with facilities which will discharge any waste materials into the Fieldstone Subdivision Lakes.

I. DITCHES AND SWALES SHALL NOT BE OBSTRUCTED: It shall be the duty of every owner of every lot in the Subdivision on which any part of an open storm drainage ditch, stream or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably required to accomplish the purposes of this subsection.

J. INSTALLATION OF UTILITY SERVICES:

(i) All utility lines and apparatus provided to or in the Subdivision, including, but not necessarily limited to, water, sewer and gas pipes, telephone, cablevision, community antenna services, and power lines and conduits, shall be buried below ground, except utility pedestals and transformers required to be above ground.

(ii) Sanitation systems serving properties, whether sewer or septic systems, shall conform to all federal, state and local laws and ordinances.

K. OIL AND MINING OPERATIONS: 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 upon any lot.

L. TRUCKS, BOATS AND MOTORS, ETC. RESTRICTIONS: Trucks of any size, boats, trailers of any kind, motorized recreational vehicles, attachable vans, mobile campers, or similar equipment may not be kept in the subdivision, which includes streets and lots, unless kept in a permanent off-street, fully enclosed shelter (attached garage), and such equipment shall not be kept outside thereof for a period of twenty-four (24) hours. The only exception to this will be allowed when trucks or storage equipment are necessary and utilized during building construction.

4. ARCHITECTURAL CONTROL:

A. POWERS:

(i) **Generally:** No building, building structure or improvement of any type or kind may be constructed or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Trustee as to quality of workmanship and materials, harmony of external design with existing structures, compliance with these covenants, 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 covenants appropriate to the overall development of the subdivision. The Architectural Trustee shall be the exclusive Builder of all buildings, building structures or improvements of any type or kind unless permission is granted by the Architectural Trustee for another builder or builders as to each lot.

(ii) **Power to Grant Variances:** The Architectural Trustee may allow reasonable variances or adjustments of these Declarations where literal application thereof would result in unnecessary hardship, provided, however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these Declarations and also, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the Subdivision.

B. ARCHITECTURAL TRUSTEE: The Architectural Trustee is Jerry R. Brockmiller. The Architectural Trustee may designate a representative to act for him. In the event of the death, resignation or inability to act of Jerry R. Brockmiller, Sondi L. Brockmiller shall then be the Architectural Trustee with full authority to act. In the event of the death, resignation or inability to act of both Jerry R. Brockmiller and Sondi L. Brockmiller, a successor trustee may be designated by a majority of the then owners of the lots. The designation of the trustee shall be recorded in the Recorder's Office of Adams County, Illinois.

C. PROCEDURES: The approval or disapproval as required in these Declarations covenants shall be in writing. In the event the Architectural Trustee, or the Trustee's designated representative, fails to approve or disapprove any plans or specifications within thirty (30) days after such plans and specifications have been submitted to the Trustee, 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.

5. **EASEMENTS:**

The Declarants create and reserve unto themselves, their successors and assigns, certain easements along, across, over, under and upon the real estate that constitutes the Subdivision. The easements so reserved by the Declarants are described as follows:

A. **UTILITY:** Easements for location, construction, establishment, maintenance and operation of all utilities and accessories and for other purposes are reserved as shown on the recorded Subdivision Plat. Within these easements, no permanent building, structure, planting or other improvement shall be placed or permitted to remain which may damage or interfere with the installation, location, maintenance and replacement 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 in the easements. The easement area of each lot and adjoining public areas, if any, 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 thereof shall include, but not be limited to, water, sewer, gas, electric, cablevision, community antenna services and similar services provided to lots and any pipelines, conduits, wires, pedestals, transformers or other items and accessories necessary to conduct or provide such utilities.

B. **STABILIZATION:** Lots 11 and 12 shall further be subject to an easement for the repairs, maintenance and permanent stabilization of the dams and dam slopes. Financial responsibility for such maintenance, repairs and stabilization shall be shared equally among the owners of each of the lots in the Subdivision, with the exception of Lots One (1) through Six (6). Lot owners Seven (7) through Fifteen (15) shall each pay an equal share of the total costs of maintaining the dams and dam slopes.

C. **ACTION:** No owner of any lot in the Fieldstone Subdivision shall have any claim or cause of action against Declarants, their successors, assigns, or licensees, either in law or in equity, and arising out of the exercise of any easement reserved hereunder, excepting in cases of willful or wanton negligence.

6. **RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER:**

A. **MULTIPLE LOTS:** Whenever two (2) or more contiguous lots in the Subdivision shall be owned by the same person or persons who desire to use two (2) or more of said lots as a site for a single dwelling house, the person or persons shall apply in writing to the Architectural Trustee for permission to so use said lots. If written permission for such a use shall be granted, the lots constituting the site for such single dwelling house shall be treated as two lots for the purpose of applying these Declarations to said lots.

B. REDIVIDED LOTS: Lots may not be redivided except to increase the size of adjoining lots. If redivided, the appropriate adjoining lot combined with the redivided lot shall thereafter be treated as a single lot with side-yard and other setback lines considered appropriately altered.

7. OWNERSHIP, USE AND ENJOYMENT OF THE FIELDSTONE LAKES:

The Subdivision has located two (2) lakes called Fieldstone Lakes. The Fieldstone Lakes are and shall remain private, and neither Declarants execution or recording of the Plat nor the doing of any other act by the Declarants is, or is intended to be, or shall be construed as, a dedication to the public of the Lakes or other amenities.

8. MAINTENANCE OF FIELDSTONE SUBDIVISION LAKES, SEPTIC COLLECTION LINES, LANDSCAPING, SUBDIVISION SIGN AND STREET LIGHTING:

All owners of the fifteen (15) lots, shall share equally, on a per lot basis, the expenses to maintain, repair, upkeep and replace, landscaping, subdivision sign and street lighting. All owners of Lots Seven (7) through Fifteen (15) shall share equally on a per lot basis, the expense of maintaining and repairing and for the upkeep of the Fieldstone Lakes. All owners of Lots One (1) through Six (6) shall share equally, on a per lot basis, the expense to maintain, repair, upkeep and replace the septic collection lines. (If the owners cannot reach an agreement concerning such expenses, the decision as to such expenses shall be determined by a majority of the then owners of the respective involved lots. In determining a majority of the then owners, the owners of each lot shall have an equal obligation and vote on a per lot basis.)

9. ACTION:

If the owners hereto or any of their successors in title shall violate or attempt to violate any of the provisions herein contained or fails to pay their proper share of any costs or expenses as provided for herein, it shall be lawful for any other person or persons owning any lot or lots or parcel or parcels within the Subdivision to prosecute appropriate proceedings in law or in equity against the person or persons violating or attempting to violate this agreement and to recover damages for violation or violations thereof, including reasonable attorney fees and costs. Nothing herein provided shall limit the remedy or remedies that may be sought against noncomplying lot owners.

10. EFFECT OF OWNER'S ACCEPTANCE OF DEED, ETC.:

A. SUBJECT TO DECLARATIONS: The owner of any lot subject to this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarants or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every covenant, declaration, easement and Declarations herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Declarants with respect to these

covenants, conditions, declarations, and easements, and also, for themselves, their heirs, personal representatives, successors and assigns, they do covenant and agree and consent to and with the Declarants, and to and with the grantees and subsequent owners of each of the lots affected by these Declarations to keep, observe, comply with and perform all such Declarations herein contained.

B. **LAKES:** Each such person also agrees, by such acceptance of a deed or execution of a contract for the purchase of a lot, to assume, as against the Declarants, their successors and assigns, all of the risks and hazards of ownership or occupancy attendant to such lot including, but not restricted to its proximity to Fieldstone Lakes.

11. **TITLES, ETC.:**

The title preceding the various paragraphs and subparagraphs of the Declarations are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision. Whenever and wherever applicable, the singular form of any work shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

12. **DURATION:**

These Declarations shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Declarations are recorded, after which time said Declarations shall be automatically extended for successive periods of five (5) years unless at least four-fifths (4/5) of the then owners of the lots sign and record an instrument revoking, altering or otherwise changing said Declarations in whole or in part. Based on fifteen (15) lots, owners of twelve (12) lots would thus be required. At any time, at least four-fifths (4/5) of the then owners of the lots may sign and record an instrument revoking, altering or otherwise changing said covenants in whole or in part. Based on fifteen (15) lots, owners of the twelve (12) lots would thus be required.

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 or instrument conveying such lot shall exercise the right.

13. **SEVERABILITY:**

Each one of these Declarations are hereby declared to be independent of, and severable from, the rest of the Declarations and of and from every other one of the Declarations, and of and from every combination of the Declarations. Therefore, if any of the Declarations shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Declarations.