

88-405

No. 56991 Filed on the 19th day of April 1988 at 3:20 P.M.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 5th day of April, 1988, by Robert J. Lansing and Marcia S. Lansing, husband and wife, Dale L. Cannady and Kim S. Cannady, husband and wife, Edward L. Durst, Jr. and Karen S. Durst, husband and wife (hereinafter referred to as "Declarants").

WITNESSETH THAT:

WHEREAS, Declarants (collectively) are the owners of certain real estate described as follows:

All of Lots One (1) through and including Lot Seventy-seven (77) of Cannonball Lakes, commonly known as Robins Glen, a Subdivision, being a part of Section Twenty-eight (28) in Township One (1) South of the Base Line and Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois, all as set forth in a Plat of Survey recorded in the Recorder's Office of Adams County, Illinois, on March 3, 1978, as Document Number 11108, in Book 13 of Plats, at page 1357, and the revision of the Plat of said Subdivision, showing changes in street names recorded on March 29, 1988, as Document Number 56442 in Book 14 of Plats, at page 786,

and,

WHEREAS, Declarants intend to sell the above described property and lots thereof, restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land, for the benefit of its future owners; and,

WHEREAS, the parties desire to cancel and rescind those protective covenants previously made applicable to said real estate.

NOW, THEREFORE, Declarants declare that the said real property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who or which now or in the future owns any portion or portions of said real property.

1. LAND USE: No lot shall be used except for residential purposes.

2. DIVISION OF 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. Where a redivision is made, utility easements may be encroached upon with the written consent of the Architectural Trustee, if then serving, and those utility authorities or companies then utilizing such easements.

3. DWELLING QUALITY AND SIZE: The dwelling and garage located on any lot shall be of standard construction materials. Pre-fabricated structures, mobile homes and the like may not be located on any lot.

Each dwelling unit located on any lot shall not exceed two and one-half (2-1/2) stories in height. Each dwelling unit shall not be less than one thousand two hundred (1,200) square feet.

An attached garage shall be provided for each dwelling unit which contains at least four hundred (400) square feet.

4. BUILDING LOCATION: No building shall be located on any lot nearer to the street than twenty-five (25) feet. No dwelling shall be located on any lot nearer than thirty (30) feet to the rear lot line.

For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. COMPLETION: A dwelling and garage constructed on any lot shall be completed within one (1) year from the date of beginning construction. Construction shall be considered to have begun on the date ground is broken for the construction of any portion thereof.

6. EASEMENTS: Easements for installation and maintenance of utilities and accessories, for drainage, and for access are reserved as shown on the recorded subdivision plat. Within these easements, subject to paragraph 2, no building, structure, planting or other improvement 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 in the easements. Subject to paragraph 11, below, and provided drainage is not adversely affected, a fence or a brick, stone or masonry wall may be placed along a property line and on the easement if

not more than two (2) feet in width, but an area adjacent to the easement of a width identical to the wall width may then be used for utility purposes. The easement area of each lot and adjoining public areas between a lot and street shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority, utility company or Robins Glen Homeowners Association is responsible. "Utilities" for purposes hereof shall include, but not be limited to, water, sewer, gas, electric, cablevision or community antenna service, 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. Without limiting the scope of "utilities", it shall include the sewage treatment facilities and appurtenances of the Robins Glen Homeowners Association.

7. **NUISANCES**: 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.

8. **TEMPORARY STRUCTURES**: No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

9. **PARKING**: Trucks, trailers, boats, motorized recreational vehicles, attachable vans, mobile campers and similar equipment of eight thousand (8,000) pounds or less each may be kept in the subdivision, provided they are kept in the attached garage provided for a dwelling except for temporary periods only not exceeding thirty-six (36) continuous hours. Trucks, trailers, boats, motorized recreational vehicles, attachable vans, mobile campers and similar equipment exceeding eight thousand (8,000) pounds each may not be kept in the subdivision.

10. **SIGNS**: No sign of any kind shall be displayed to the 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 the construction and sales period.

11. **FENCES AND WALLS**: No fence or wall shall be erected or constructed nearer to the front lot line than the minimum building setback lines shown on the recorded subdivision plat and no fence or wall shall exceed six (6) feet in height.

12. **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.

13. LIVESTOCK AND POULTRY: No animals, livestock, swine or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other usual and customary household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and provided further that they are not wild, dangerous or considered ferae naturae by law. Without limiting the scope of wild and dangerous animals, they specifically include snakes, reptiles, bears and foxes.

14. GARBAGE AND REFUSE DISPOSAL: 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, cutting grass and weeds, removing all garbage, rubbish and litter, and removing dead or discarded trees.

15. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, 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 lines extended. 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.

16. UTILITIES AND OTHER APPARATUS: All utility lines and apparatus provided to or in the subdivision, including, but not necessarily limited to, water, sewer and gas pipes, telephone, cablevision and power lines and conduits, shall be buried below ground, except utility pedestals, transformers, or other appurtenances required to be above ground. No antenna, satellite disc or dish or similar television, radio or other wave reception apparatus or wires shall be installed on the exterior of any dwelling and garage. A satellite disc or dish may, however, be located within setback lines in a rear yard.

17. ARCHITECTURAL CONTROL:

A. GENERALLY: No building shall be erected, placed or altered 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 is also authorized to provide interpretation or reasonable variances of these covenants for the benefit of the subdivision.

B. ARCHITECTURAL TRUSTEES: The Architectural Trustee is Robert J. Lansing. The Architectural Trustee may designate a representative to act for him. In the event of the death, resignation or inability to act of Robert J. Lansing, Marcia S. Lansing shall then be the Architectural Trustee with full authority to act. In the event of the death, resignation or inability to act of both Robert J. Lansing and Marcia S. Lansing, a successor trustee may be designated by a majority of the then owners of the lots determined as provided in paragraph 19, below. 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 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.

D. TERMINATION: The function of the Architectural Trustee shall terminate upon the completion of a dwelling on each lot of each block within the subdivision.

18. ROBINS GLEN HOMEOWNERS ASSOCIATION:

A. GENERALLY: There has been or will be created, under the Laws of the State of Illinois, a not-for-profit corporation to be known as the "Robins Glen Homeowners Association" which is sometimes referred to as the "association". Every person who acquires title, legal or equitable, to any residential lot in the subdivision shall be a member of the association except that only one of any number of co-owners of a lot shall be a member; all other co-owners will be associate members. The foregoing provision requiring that owners of residential lots within the subdivision 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 contract vendors. However, if such person should realize upon such persons' security and become the real owner of a residential lot within the subdivision, he, she or it will then be subject to all of the requirements and limitations imposed in these restrictions on owners of residential lots within

the subdivision and on members of the association, including those provisions with respect to the payment of an annual charge.

Declarants recognize that membership in the Robins Glen Homeowners Association may include, in addition to those who are members by virtue of ownership of lots subject to these protective covenants, any of those owners of Lots excluded by virtue of paragraph 21, hereafter, if they (or any of them) shall elect to become members, and also any of the owners of lots which may be included or further developed in all or any part of the real estate acquired by Robert J. Lansing and Marcia S. Lansing, by deed recorded in the Recorder's Office of Adams County, Illinois, on February 17, 1987, in Book 509 of Deeds, at page 1512, not included in the subdivision, again if they (or any of them) shall elect to become members. Where so elected, the additional lots shall be deemed to be included within the term "Cannonball Lakes," "Robins Glen" or "subdivision" for purposes of these covenants. No special or additional fee shall be required of such owners electing to become members.

B. PURPOSES OF ASSOCIATION: The general purposes of the association are (or will be):

(1) To own, operate, maintain, repair and replace, the sewage or disposal systems or treatment facilities, including but not necessarily limited to the lagoon, sewer lines or mains and any or all fixtures, equipment or appurtenances associated therewith, constructed or to be constructed in or in connection with the subdivision Cannonball Lakes, commonly known as Robins Glen or any other real estate conveyed to Robert J. Lansing and Marcia S. Lansing by deed recorded in the Recorder's Office of Adams County, Illinois, on February 17, 1987, in Book 506 of Deeds, at page 1512 (herein all included in the term "Subdivision");

(ii) To conform to and abide with all laws, rules, regulations or orders of any duly constituted authority of any federal, state or local authority, which aims or objectives are to protect and preserve the environment;

(iii) To promote the collective and individual interest and rights of members;

(iv) To acquire, own or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes;

(v) To provide a means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of the sewage treatment or disposal systems or facilities.

C. POWER OF ASSOCIATION TO LEVY AND COLLECT CHARGES AND IMPOSE LIENS:

(i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, as well as the power to levy a uniform annual charge against the members of the Association. Such charge shall be at least Fifty Dollars (\$50.00) per year. However, if the Board of Directors of the Association acting in accordance with By-Laws of said Association shall, after consideration of the financial requirements of the Association, so determine, the annual charge may be greater than Fifty Dollars (\$50.00).

No charge shall ever be levied against the association itself, or any corporation that may be created to acquire title to and operate services to the Subdivision.

(ii) Every such charge so made shall be paid by the member of the Association on or before the date prescribed by the Association.

(iii) 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 persons owing such charge or charges, and shall remain a lien against said lot or lots until paid in full, together with interest as is hereinafter provided and other charges or costs which might become due as a result of non-payment, or as is hereinafter provided. Such charges as are provided for in these restrictions shall bear interest at the judgment interest rate then 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 may, on behalf of the Association, institute such procedures, 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. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obligated to pay any expenses or costs, including attorneys' fees, incurred by the Association in collecting the same. 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 the Subdivision 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.

(iv) 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.

Notwithstanding anything herein to the contrary, no charges or assessments may be made against Robert J. Lansing and/or Marcia S. Lansing, or any descendant of them, or any lots or lands owned by them, including but not necessarily limited to, charges or assessments for any sewage treatment or disposal facilities, except as to any lot sold or transferred to a third person or improved by a dwelling.

D. PURPOSE OF THE ASSESSMENTS: The charge or assessments levied by the Association shall be used exclusively for the Association's purposes, and in particular, for the improvements and maintenance of the properties owned or operated by the Association, such as the sewage treatment or disposal facilities.

E. SUSPENSION OF PRIVILEGES OF MEMBERSHIP: Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights (if any) and the right to use the facilities or services of the Association may be terminated of any member or associate member:

(i) For any period during which any Association charge owed by the member or associate member remains unpaid; and,

(ii) During the period of any continuing violation of the restrictive covenants for the Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the Association; and,

(iii) Because of any violation of the By-Laws or Regulations of the Association.

19. TERM: These covenants 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 covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless sixty percent (60%) of the then owners of the lots sign and record an instrument revoking, altering or otherwise changing said covenants in whole or in part. At any time, seventy-five percent (75%) 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.

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 shall exercise the right.

20. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person, firm or corporation violating or attempting to violate any covenant either to restrain violation or to recover damages. An 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 attorneys' fees and costs of the person, firm or corporation seeking enforcement.

21. **PRIOR COVENANTS:** Those certain protective covenants, or amendments thereto, recorded in the Recorder's Office of Adams County in Book 84 of Miscellaneous Records, at page 1811, and Book 84 of Miscellaneous Records, at page 1832, are hereby rescinded and cancelled and shall be of no further force or effect. These are intended as of the date hereof to be the only covenants applicable to any of the real estate to which the covenants apply.

22. **EXCEPTIONS:** Except for paragraph 21, above, whereby all previous protective covenants are cancelled and rescinded, this Declaration of Covenants, Conditions and Restrictions shall not otherwise apply to Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Thirty-four (34), Thirty-five (35), Thirty-six (36), Forty-four (44), Forty-five (45), Forty-six (46), Forty-seven (47), Forty-eight (48) or Forty-nine (49). However, the owner or owners of said lots may elect to be subject to these covenants and such others as may be established by said lot owner or owners.

23. **SEVERABILITY:** Invalidation of any one (1) of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarants have duly executed this Declaration of Covenants, Conditions and Restrictions the day and year first above written.

DECLARANTS

ROBERT J. LANSING AND MARCIA S. LANSING, husband and wife,

Robert J. Lansing
Robert J. Lansing

Marcia S. Lansing
Marcia S. Lansing

DALE L. CANNADY AND KIM S. CANNADY, husband and wife

Dale L. Cannady
Dale L. Cannady

Kim S. Cannady
Kim S. Cannady

EDWARD L. DURST, JR. AND KAREN S. DURST, husband and wife

Edward L. Durst, Jr.
Edward L. Durst, Jr.

Karen S. Durst
Karen S. Durst

ACKNOWLEDGEMENTS

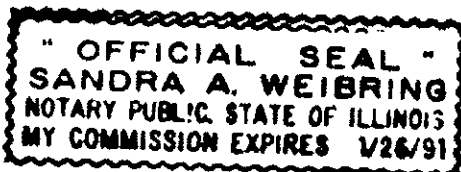
STATE OF ILLINOIS)

COUNTY OF ADAMS)

SS.

I, Sandra A. Weibring, a Notary Public in and for said County and State aforesaid, do hereby certify that Robert J. Lansing and Marcia S. Lansing, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and wavier of the right of homestead.

Given under my hand and official seal, this 5th day of April, 1988.



Sandra A. Weibring
Notary Public

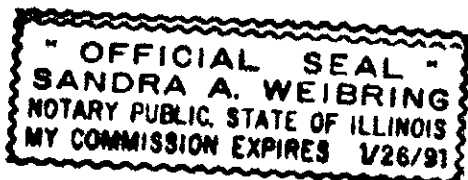
STATE OF ILLINOIS)

COUNTY OF ADAMS)

SS.

I, Sandra A. Weibring, a Notary Public in and for said County and State aforesaid, do hereby certify that Dale L. Cannady and Kim S. Cannaday, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and wavier of the right of homestead.

Given under my hand and official seal, this 5th day of April, 1988.



Sandra A. Weibring
Notary Public

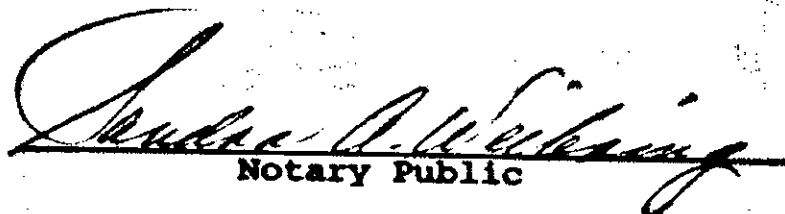
STATE OF ILLINOIS)

COUNTY OF ADAMS)

SS.

I, Sandra A. Weibring, a Notary Public in and for said County and State aforesaid, do hereby certify that Edward L. Durst, Jr. and Karen S. Durst, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and wavier of the right of homestead.

Given under my hand and official seal, this 5th day of April, 1988.


Notary Public

