



RESTRICTIVE COVENANTS

STATE OF ILLINOIS)
) ss
COUNTY OF ADAMS)

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OWNER'S CERTIFICATE

J. Churchill Construction, Inc., an Illinois corporation (the "Present Owner"), being the legal owner of Stone Crest Subdivision, a Subdivision of a part of the Northwest Quarter of Section Eight (8) in Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, in Adams County, Illinois (the "Subdivision"), hereby provides that all conveyances of property hereafter made by the present or future owners of any of the lands included in the Subdivision shall be taken and understood as if incorporating in all such conveyances without repeating the same, the following restrictions and covenants:

RESTRICTIONS AND COVENANTS

The following restrictions and covenants apply to Lots 1 through 44 inclusive (the "Lots") of the Subdivision and to the owners of such Lots ("Owners"):

1. Land Use and Building Type. All lots will be known, described and used as single-family home residential lots. No structures shall be erected, except hereafter mentioned, altered, placed, or permitted to remain on any residential building lot other than one single family dwelling not to exceed two and one half stories in height, together with a private attached garage for not less than two cars. All construction, including landscaping, shall be completed within one year of commencement of construction. Only attached garages shall be permitted. All plans, specifications and blueprints of single family structures shall be submitted to the present owner for prior approval; and no construction shall commence unless and until such approval of plans and specifications is granted in writing and unless and until present owner has approved the lot lay out, the location of the dwelling house and other buildings upon the lot, the exterior style and the design of said dwelling and said other buildings. The use of exterior lights to illuminate the approaches to the house at night like decks, walkways, patio areas that are used for outdoor living are permissible as long as they do not interfere with the adjoining properties. Lawn ornaments, ornamental structures or fountains must be tasteful and must be in keeping with the architectural style of the neighborhood and must be used as an intricate part of landscaping of the house and lot. All holiday

ornamentation shall be placed no earlier than one month prior to the holiday and must be taken down no later than two weeks after the said holiday.

2. Building Location. All lots shall have thirty (30) feet minimum building setback lines from the street property line and fifteen (15) feet from side lot lines.

3. Building size. Except as provided in the next sentence, no one-story residence shall be permitted on any Lot of less than 2,000 square feet on the first floor, exclusive of attached porches (whether or not enclosed by screens or otherwise) or garages and basements, and no two-story residences shall be permitted on any Lot of less than 2,400 total square feet with at least 1,500 square feet on the main floor, exclusive of attached porches (whether or not enclosed by screens or otherwise) or garages and basements.

4. Diligence in construction. The work or construction of any residence shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed and no such residence shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as necessary for the construction of improvements shall be permitted. All trees are to be left except those that reasonably need to be cut and removed to accommodate the design and location of the residence on the Lot or for safety purposes and/or to avoid being in the way of construction. A permanent service electric meter must be installed during a time period not to exceed two years from the date appearing on the deed transferring ownership from the "present owner" to the buyer.

5. Materials: Approval of Plans. At least twenty-five percent (25%) of all exterior walls of each residence must be either brick, stone, or an exterior insulation finish system, i.e. dryvit (EIFS), or a combination thereof. The remaining portion of exterior walls of any residence can be any other material besides tar paper, rollbrick siding or similar material. All residences shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any Lot. At its option, the Present Owner may permit up to, but not more than, four (4) residences within the Subdivision to be constructed with exterior walls having a covering of less than twenty-five percent (25%) of either brick, stone, EIFS or a combination thereof.

6. Types of structures. No prefabricated, precut, manufactured or modular houses, mobile homes or like structures shall be permitted on any Lot.

7. Fences and Walls. No fences or walls shall be erected, placed or altered on any Lot nearer to any street than the minimum set-back line shown on the recorded Subdivision plat ("the Plat") and no fence or wall shall exceed six (6) feet in height. In addition, no fence or wall shall be placed or erected on a Lot, until after a residence has been constructed and fully completed on the Lot. Only wrought iron and vinyl fences shall be allowed on any Lot.

8. Business or Commercial Operations. No business or commercial enterprise shall be maintained or operated on any Lot; provided, however, that this provision shall not be construed to prevent or prohibit an Owner from maintaining a home occupation (as defined in Section 29.701 et seq. of the City of Quincy, Illinois Municipal Code) within such Owner's own residence or garage on any Lot or from maintaining thereon a personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring, on a limited basis, with business or professional associates, clients or customers.

9. Nuisance and Lot Maintenance. No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Weeds on vacant Lots shall be cut during the summer months. The Owner or Owners of each and every Lot shall keep all weeds cut thereon, rubbish cleared and disposed of, dead trees removed to the end, so that each and every Lot is maintained in a presentable condition. No discharging of firearms shall be permitted on any Lot.

10. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, fence, plantings, or other materials shall be placed or permitted to remain which may change the direction or flow of water through drainage channels within the easements, or which may obstruct or retard the flow of water through the drainage channels in the easement. The easement area of each Lot, and all improvements on it, shall be maintained continuously by the Owner of the Lot, except for improvements for which a public authority or utility company is responsible.

11. Other Structures. No outbuilding, sheds or other structures shall be constructed, placed, erected or maintained upon any Lot; provided, however, that notwithstanding this prohibition: (i) a pool house not to exceed 450 square feet in size may be constructed, placed or erected on any Lot, and (ii) a gazebo may be constructed, erected or placed on any Lot. No structure of a temporary character, trailer, tent, shack, barn or outbuilding shall be used on any Lot at any time for a residence, either permanently or temporarily. No camper, recreational vehicle, trailer or boat may be maintained upon any Lot except as might be maintained entirely within the garage, and no such items shall be kept on the Subdivision's streets for more than 24 hours.

12. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the Lot for sale or rent, or signs used by a builder during the construction and sales period.

13. Satellite Dishes and Antennas. No satellite dishes or discs greater than twenty-four (24) inches in diameter shall be placed on any of the Lots or on the residences thereon. No antennas or other signal receiving devise of any kind may be located on the exterior of any building, residential or otherwise on any individual

lot within the subdivision without the expressed prior written consent of the present owner and then only of the smallest variety available.

14. Vegetable Gardens. No vegetable gardens for commercial use will be permitted within the subdivision. A garden for private use located behind the residence is permitted.

15. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary manner. Sewage disposal systems shall be public sewage facilities, all of which shall conform to and meet the requirements of the Adams County Board of Health. No septic systems shall be permitted or allowed to serve any Lot or the residence thereon.

16. 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.

17. Vehicle Repairs and Wrecks. No Lot or street within the Subdivision shall be used for commercial or private repair of any vehicle other than temporary repairs to vehicles owned by the Owner; provided, however, that the same can be completed within two (2) days. No wrecked, junk, disabled or non-useable vehicles shall remain on any Lot or on any street within the Subdivision for more than two (2) days.

18. Swimming Pools and Clothes Lines. Any swimming pool located on any Lot shall comply with all statutes of the State of Illinois and all local rules, regulations and ordinances of the City of Quincy pertaining thereto and shall be located only to the rear of dwelling constructed on said Lot and shall be appropriately screened from neighboring properties. No above ground pools, except for a child's size pool that can be drained daily, shall be allowed on any Lot. No clothes line poles of a permanent nature may be installed on any Lot.

19. Sports Equipment. There shall not be any basketball or any other type sports equipment placed in front of any home or in any driveway.

20. Drainageways. All existing ditches, easements and natural water drainage elevations shall be the responsibility of the property owner and the property owner shall not impede, obstruct, block nor alter the flow of water so as to be harmful or a nuisance to the adjoining property. The property owner, by the acceptance of a deed to property in Stone Crest, does agree that they shall maintain the existing ditches and natural flow of watercourses for themselves and fellow property owners.

21. Animals and Pets. No animals will be permitted, except dogs and cats as pets, and no fowl except birds that are caged as inside pets. No kennels are permitted and no more than two dogs, cats or birds per residence. If a pet becomes a nuisance and the majority of property owners within 500 feet of the pet's residence agree to have the pet removed, the pet owner shall be given 3 days to remove said pet from the property.

22. Storage on Lot. No building material of any kind or character shall be placed or stored upon the said property until the owner is ready to commence construction or improvements. Building material shall not be placed or stored in the street or between the curb and property line.

23. Driveways and Sidewalks. All driveways must be constructed of concrete and all homes must have front concrete walks extending from entrance of the house to the driveway or the street.

24. The Homeowner's Association.

A. There has been created or may be created under the laws of the State of Illinois, a not-for-profit corporation to be known as "Stone Crest Homeowner's Association", which is sometimes referred to as the "Association". Whether or not the Association is incorporated, every person who acquires and holds title (legal or equitable) to any Lot in the Subdivision 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 the Subdivision to be Members of the Association is not intended to apply to those persons who hold an interest in such Lot merely as security for the performance of an obligation to pay money, e.g. mortgages and land contract vendors. However, if such person should realize upon such person's security and become the Owner of a lot within the Subdivision, the person will then be subject to all of the requirements and limitations imposed herein on Owners of Lots within the Subdivision and on Members of the Association, including , but not limited to, those provisions with respect to the payment of an annual Charge.

B. The general purposes of the Association are:

(1) To provide for the maintenance, repair and replacement of entrance signs and for landscaping or plantings of any common areas within the public streets traversing the Subdivision.

(2) To provide for the maintenance and repair of the detention area associated with the Stone Crest Subdivision. This area, located

on part of lots 6,7,16, and 17 is designed as a dry pond, which will be allowed to fill in with sediment resulting in a detention basin conducive to the growth of willow trees causing a natural straining, purification and restriction of storm water causing the detention area to remain virtually maintenance free.

(3) To provide such other services to the Members within the Subdivision for the general benefits of the Members, as the Association shall determine from time to time.

C. (1) The Association shall have all of the powers set forth herein or in its article 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 benefiting the membership class. It is recognized that general services shall apply to the entire Subdivision. The Charges are imposed irrespective of whether or not a Member has constructed a residence on his Lot.

No Charge shall be levied against the Association itself, or any corporation that may be created to provide services to the Subdivision. Further, no Charges shall be assessed against the Present Owner as to any undeveloped and unsold Lots, but the Present Owner 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 and other related services as set forth in subsection B above.

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 herewith.

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

(2) Every such Charge levied or assessed by the Association shall be paid by the Members in accordance with the bylaws commencing with the year 2006. The board of directors of the Association shall fix the amount of the annual Charge per Member for the following year by the first day of December of the then current year, beginning in 2006, 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.

(3) If any Charge levied or assessed against any Lot subject hereto shall not be paid when due, it shall then, ipso facto, become a lien upon the Lot or Lots owned by the Member 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 herein shall bear interest at the judgment interest rate established by the State of Illinois from the date the Charge or Charges are due 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 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. 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 attorney fees, incurred by the Association in collecting the same. Every person who shall become the Owner of any Lot, 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 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 hereto.

(4) The Association shall, upon request, 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 fee may be assessed 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.

D. Notwithstanding any other provision contained herein, the board of directors of the Association shall have the right to suspend the

voting rights (if any) of any General Member or Associate Member: (1) for any period during which any Charge due from such General Member or Associate Member remains unpaid; (2) during the period of any continued violation of the covenants and restrictions for the Subdivision, after the existence of the violation shall have been declared by the board of directors; and (3) because of any violation of the bylaws or regulations, if any, of the Association.

25. Terms: Amendments. These restrictions and covenants shall run with the land and shall be binding upon all parties and persons claiming through them for a period of thirty (30) years from the date these restrictions and covenants are recorded and shall be automatically extended for a successive period of ten (10) years; provided, however, that the restrictions set forth in Section 20 shall automatically expire with respect to each Lot, ten (10) years after the initial conveyance thereof from the Present Owner to Owner. These restrictions and covenants shall continue and remain unaltered unless at any time an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to terminate, change or amend these restrictions and covenants, in whole or part. In determining the "then Owners of the Lots", each individual Lot shall have a single right or vote.

26. Enforcement. Enforcement of these restrictions and covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages brought by either the Association, the Present Owner, the Owners or any other party for whose benefit these restrictions inure. The prevailing party in such proceeding shall be entitled to recover all reasonable attorney fees and costs incurred in connection with such proceeding. However, neither the present Owner nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these restrictions.

27. Severability. The invalidation of any one or more of these restrictions and covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

28. Miscellaneous. The captions preceding the various sections of these restrictions and covenants are for convenience and reference only, and none of them shall be used as an aid in the construction or interpretation of any provisions hereof. Whenever and wherever applicable, the singular form of any word 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, as the context may require. These restrictions and covenants shall be construed under the laws of the State of Illinois.

29. Exemption. Present Owner to be exempt from these provisions.