

DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS FOR
SOUTH 30TH AT THE WILLOWS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: Mark Lawrence Construction Company does hereby establish the following Protective Covenants for all of the lots in the subdivision known as South 30th At The Willows, which consists of the following described real estate;

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) of South 30th At The Willows A subdivision being part of Lot Nine (9) in B. I. Chatten's Subdivision of the Northwest Quarter of Section Eighteen (18), Township Two (2) South, of the baseline, Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, Being more particularly described as follows, commencing at a found P K Nail at the intersection of said Lot Nine (9) and the Centerline Payson Road; thence along centerline South 89 Degrees 47 Minutes 21 Seconds East 492.81 feet to the True Point of Beginning; thence leaving said centerline North 00 Degrees 30 Minutes 00 Seconds East a distance of 441.71 feet to a found iron pin; thence North 89 Degrees 45 Minutes 23 Seconds West a distance of 48.59 feet; thence North 00 Degrees 33 Minutes 56 Seconds East a distance of 165.90 feet to found iron pin; thence North 89 Degrees 14 Minutes 20 Seconds East 302.01 feet to a found iron pin on the West line of the L. G. Pottle Subdivision; thence along said West line South 00 degrees 07 minutes 22 seconds West a distance of 612.69 feet to the centerline of said Payson Road; thence along said centerline North 89 degrees 48 minutes 21 seconds West a distance of 260.21 feet to the True Point of Beginning containing 3.79 acres more or less and being subject to any easements and rights - of - way now of record or not of record.

Said Protective Covenants are adopted by the Developer of South 30th at The Willows, and shall apply to all said lots.

A-1 LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes.

- a) No building shall be erected, altered, placed or permitted to remain on any lot other than One (1) detached single family dwelling not to exceed two (2) stories in height and a private attached garage for not more than four (4) cars. All construction and improvements made on said lots, and the use of said lots,
- b) shall be in accordance with the laws of State of Illinois, the ordinances of Adams County and the City of Quincy and rules and regulations of all health departments having jurisdiction over the lots.
- c) No dwelling shall be erected or constructed on any lot which contains less than One Thousand Eight Hundred (1,800) square feet of living area, exclusive of the basement and garage area. At least 50% of the front exterior walls, excluding windows, must be of brick or stone.
- d) All outbuilding or shed plans must be presented and approved by the Architectural Committee prior to the start of construction. This, if approved, is limited to One (1) building per dwelling and shall not exceed One Hundred Forty-Four (144) square feet in size. The structure shall conform in construction and appearance to the house constructed on such lot and must be completed within six (6) months time after construction is commenced. No outbuilding may be allowed to remain in an unfinished or neglected state of repair.

A-2 ARCHITECTURAL CONTROL.

- a) No building shall be erected, placed or located on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade of elevation. It is intended that the Architectural Committee 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.

- b) The Architectural Control Committee is Mark Lawrence and Debra Lawrence. In the event of death or resignation of a member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee nor the designated representative shall be entitled to any compensation for services performed pursuant this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to any of its powers and duties. At such time as a dwelling is constructed on each lot within the Subdivision, (all lots having been developed) the Architectural Control function shall be given to the Association as described in section C-2.

The committee's approval or disapproval as required under these covenants shall be in writing. In the event that the committee, or its designated representative, fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, 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.

A-3 BUILDING LOCATION.

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. For the purpose of the covenant, porches and decks shall be considered as a part of a building.

A-4 FENCES AND 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 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.

A-5 EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material 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. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

A-6 NUISANCE.

- a) 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. No discharging of firearms shall be permitted.
- b) 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.

A-7 TEMPORARY STRUCTURES.

- a) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- b) Parking of vehicles, boats, commercial vehicles, campers or R.V.'s on street over 36 hours is not permitted. No camper, recreational vehicle, trailer or boat may be maintained upon the premises except as may be maintained entirely within the garage. 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.

- c) No lot or street shall be used for commercial or private repair or any vehicle and no wrecked, junked, disabled or non-use vehicle shall remain on any lot or street for more than 36 hours.
- d) No antenna, satellite disc or dish, or similar television, radio or other wave reception apparatus or wires shall be installed, attached or located on the exterior of any dwelling, building or structure or on a lot outside of any dwelling, building or structure without prior written permission of the Architectural Committee. In no event shall any antenna exceed the height of the dwelling or any disc or dish exceed a diameter of twenty-one (21) inches. Any such equipment shall be screened so as to reduce its visibility from the street.

A-8 SIGNS.

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

A-9 LIVESTOCK AND POULTRY.

No animals, livestock, swine, or poultry of any kind shall be raised, bred or kept on any lot for any commercial purpose. Domestic animals shall be limited to two dogs and two cats which shall be confined at all times in the house, garage, basement, or confined by chain to the rear of the house, provided further that they are not wild, dangerous or considered ferae nature by law. Without limiting the scope of wild and dangerous animals, they specifically include snakes, reptiles, pigs, bears and foxes. No kennels of any kind are permitted.

A-10 GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, grass clippings, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be placed and kept as not to be visible from any street, except at times when refuse collections are being made.

A-11 WATER SUPPLY.

No individual water supply system shall be permitted on any lot.

A-12 SEWAGE DISPOSAL

Each lot will contain their own sewage disposal system, which will be maintained by the homeowners in accordance with all state, county and city codes. (For additional details refer to Section C-1 South 30th at The Willows Homeowners Association.)

A-13 SLOPE CONTROL AREAS.

Slope control areas are reserved as shown on the recorded subdivision plat. Within these slope control areas no structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

No dirt shall be removed from the subdivision. Disposal of surplus dirt shall be arranged through the Architectural Control Committee.

In order to preserve the natural quality of the Subdivision, natural stands of trees shall not be removed or materially modified without the approval of the Architectural Committee. Routine maintenance and upkeep of such areas that do not damage trees is not prohibited.

A-14 UNDERGROUND UTILITIES.

All underground utilities shall be constructed prior to any bituminous concrete surface course construction. After the street surface is constructed, no openings in the pavement shall be made for a period of 5 years. All underground house services such as gas and water services shall be bored or tunneled and shall be sand backfilled to insure no street settlement. Permits for street openings made prior to the above period of 5 years shall be obtained from the appropriate city office.

A-15 VEGETABLE GARDENS/YARD MAINTENANCE.

No vegetable gardens of any kind are permitted. Flower gardens are permitted as long as the total garden area does not exceed 200 square feet exclusive of the primary landscaping.

All lots/yards must be kept mowed to a height of 8" or less. Plantings, trees, and shrubs must be maintained in a presentable condition.

PART B - GENERAL PROVISIONS

B-1 TERM.

These restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of five (5) years unless at least five-sixths (5/6) of the then owners of the lots subject hereto sign and record an instrument revoking, altering or otherwise changing said restrictions in whole or in part. At any time, at least five-sixths (5/6) of then owners of the lots may sign and record an instrument revoking, altering or otherwise changing said covenants in whole or in part.

B-2 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, by the Architectural Committee or by the South 30th At The Willows Homeowners Association.. 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.

B-3 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.

PART C - SOUTH 30TH AT THE WILLOWS HOMEOWNERS ASSOCIATION

C-1 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 "South 30th at The Willows 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., mortgages 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 or members of the association, including those provisions with respect to the payment of an annual charge.

C-2 PURPOSES OF THE ASSOCIATION:

The general purposes of the association are (or will be):

- a) To own, operate, maintain, repair and replace, the sewage or disposal systems including but not necessarily limited to the 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 commonly known as South 30th at The Willows. Additionally, the association will maintain all storm water detention basins to ensure the proper flow of water drainage. Each homeowner within the subdivision known as South 30th at The Willows will maintain their own sanitary sewer lift station system which will consist of a pumping station and pressurized sewer line leading to the curb easement. Once this sewer line reaches the easement, the maintenance then becomes the responsibility of the association.
- b) 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.
- c) To promote the collective and individual interest and rights of members.

- d) 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.
- e) To provide 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-3 POWER OF ASSOCIATION TO LEVY AND COLLECT CHARGES AND IMPOSE LIENS:

- a) 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.
- b) Every such charge so made shall be paid by the member of the Association on or before the date prescribed by the Association.
- 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 persons owing such charge or charges, and shall remain a lien against said lot or lots until paid in full together with interest as it 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 the 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 certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Notwithstanding, anything herein to the contrary, no charge or assessments may be made against Mark S. Lawrence and/or Debra A. Lawrence, 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.

C-4 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 easements containing such sewage waste lines and water detention areas.

C-5 SUSPENSION OF PRIVILEGES OF MEMBERSHIP

- a) 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.

- b) For any period during which any association charge owed by the member or associate member remains unpaid; and
- c) 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
- d) Because of any violation of the By-laws or regulations of the association.