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## RESTRICTIVE COVENANTS

STATE OF ILLINOIS       )  
                                      ) SS.  
COUNTY OF ADAMS       )

## OWNER'S CERTIFICATE

Dale Koontz-Builder, Inc., an Illinois corporation (the "Present Owner"), being the legal owner of Tuscany Fields 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 26 inclusive (the "Lots") of the Subdivision and to the owners of such Lots ("Owners"):

1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than "one detached single-family dwelling" not to exceed two (2) stories in height, excluding basement or foundation, and a garage for not less than two (2) cars, which shall be attached to the residence, but which garage may be in the basement.

2. Building Location. All Lots shall have thirty (30) feet minimum building set-back lines from 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 2,200 total square feet with at least 1,300 square feet on the main floor, exclusive of attached porches (whether or not enclosed by screens or otherwise) or garages and basements. No garage shall be permitted of less than 600 square feet.

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. 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.

5. Materials; Approval of Plans. At least fifty (50%) of all exterior walls of each residence must be either brick, stone, fiber cement siding 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 fifty percent (50%) of either brick, stone, fiber cement siding, 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. No chain link 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 on 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, 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 easements. 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. Water Detention Areas. An easement or right-of-way to install, establish, construct, reconstruct, operate and maintain certain water detention basins (including inlets I-3, I-4, I-5 located at the rear of lots 19, 20, 21, 22, 24, and 25 together with connecting piping) in the Subdivision (the "Water Detention Areas") for the benefit of the Lots has been retained, as shown on the Plat (the same being marked thereon as "Detention Areas"). No permanent structures, such as a house, inground swimming pool, etc. shall be constructed on or in a Water Detention Area. By means of these restrictions and covenants, the obligation to operate, repair, maintain and reconstruct the Water Detention Areas, following the construction thereof by the Present Owner, shall transfer to the Subdivision Homeowners' Association and to the respective Owners of the Lots who, jointly and severally, assume hereby and are responsible for, such use, reconstruction, operation, repair and maintenance. All responsibility shall lie with the then current Owners of the Lots, regardless of whether or not the responsibility or obligation arose prior to or subsequent to any such Owner or Owners acquiring an interest in the Lots. In fulfilling this obligation, the following standards of maintenance and upkeep shall be observed and followed at all times: (a) the Water Detention Areas shall be landscaped with trees acceptable for such areas; (b) the Water Detention Areas shall be sown over in grasses and shall be mowed, cut and/or trimmed as often as is reasonably necessary to maintain a neat and clean appearance; (c) the Water Detention Areas shall not be allowed to grow over in weeds or in any unsightly or unkept manner. Each Owner whose Lot includes a Water Detention Area shall be responsible, at such Owner's cost, for mowing, trimming and regularly maintaining such Water Detention Area within his Lot. However, the cost of repairing and reconstructing the Water Detention Areas as well as any extraordinary maintenance required with respect thereto shall be borne equally by all Owners.

12. Other Structures. No outbuildings, 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 225 square feet in size may be constructed, placed or erected of 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, boat, wave runner or jet ski 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.

13. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot or 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.

14. Satellite Dishes. 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.

15. Vegetable Gardens. No vegetable gardens, either for private or commercial use, will be permitted within the Subdivision, except a garden for private use located behind the residence.

16. 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.

17. 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.

18. 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-usable vehicles shall remain on any Lot or on any street within the Subdivision for more than two (2) days.

19. Swimming Pools and Clothes Lines. In-ground swimming pools can be constructed or installed on any Lot; however, no above ground swimming pools may be placed or installed on any Lot. No clothes line poles of a permanent nature may be installed on any Lot.

20. Restrictions on Builders or Contractors. The Present Owner's principal business is constructing or building custom homes. As such, the Present Owner has developed the Subdivision primarily for the purpose of constructing or building custom homes on the Lots for the Owners thereof. Accordingly, all of the residences on the Lots must be constructed by or under the direct supervision of the Present Owner, or its successor or assign. No other general contractors or builders, including, without limitation, any Owners are authorized or permitted to construct a residence on any Lot or to directly supervise such construction on any Lot, i.e. to act as a general contractor.

21. Present Owner's Right of First Refusal. The Owner of each Lot, upon acceptance of the deed to such Lot from the Present Owner, hereby covenants that if such

Owner elects not to develop or build a residence upon said Lot, but rather decides to resell the Lot undeveloped, that such Owner shall first offer the Lot for sale to the Present Owner, or its successor or assign, at the original purchase price paid by such Owner when the Lot was purchased from the Present Owner. The Present Owner shall have seven (7) business days from the date of receipt of a written notice of intent to sell the Lot from such Owner in which to notify such Owner of its election to repurchase the Lot. The written notice of intent to sell shall be delivered by such Owner to the Present Owner either personally or by registered or certified mail, return receipt requested, and shall be considered received on the date personally delivered or upon the date mailed, whichever is applicable. In the event the Present Owner sends such Owner a timely notice of its election to repurchase, the closing of such repurchase shall occur within twenty (20) days thereafter. In the event the Present Owner fails to send such Owner a timely notice of its election to repurchase, such Owner can then sell the Lot free and clear of this restriction. This restriction shall apply only to vacant Lots and only with respect to the original purchaser or Owner of the Lot who acquires title to the Lot directly by deed from the Present Owner.

22. The Homeowners' Association.

A. There has been or may be created, under the laws of the State of Illinois, a not-for-profit corporation to be known as the "Subdivision Homeowners' 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 maintain the Water Detention Areas (including inlets I-3, I-4, I-5 located at the rear of lots 20, 21, 24, and 25 together with connecting piping), in the manner prescribed in Section 11 hereof;
- (2) 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.

- (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 articles of incorporation, together with all other powers that belong to it by law, as well as the power to levy an annual Charge or special Charge (herein "Charge" or "Charges") against the Members of the Association. In each membership class, the annual Charges shall be uniform. Special Charges shall relate only to individual Lots. The Charges shall be used only for services, items or matters benefitting the membership class. It is recognized that general services shall apply to the entire Subdivision. The Charges are imposed irrespective of whether 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, such as maintenance of the Water Detention Areas, 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 Members 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 2008. 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 2007, 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 attorneys' 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 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 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.

23. 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 21 shall automatically expire with respect to each Lot, ten (10) years after the initial conveyance thereof from the Present Owner to the 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 in part. In determining the "then Owners of the Lots", each individual Lot shall have a single right or vote.

24. 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 attorneys' 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.

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

26. 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 applied 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.