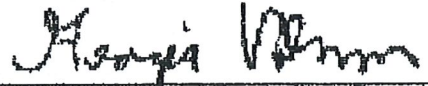


Aug 25, 2005 2:26 PM Fees \$41.00
Rental Housing Support Program
\$10.00 State Surcharge Paid Date: 08/25/2005



Georgia Volm, Adams County Clerk/Recorder

PREPARED BY AND RETURN TO:

HUTMACHER & RAPP, P.C.
James A. Rapp, Attorney
428 North Sixth Street
Quincy, Illinois 62301

HUTMACHER, RAPP

DECLARATION OF COVENANTS, CONDITIONS,

EASEMENTS AND RESTRICTIONS FOR

FRESE MEADOWS THIRD ADDITION

THIS DECLARATION, is made as of this 22nd day of August, 2005, by Robert J. Lansing and Marcia S. Lansing, husband and wife, hereinafter referred to as the "Declarants".

WITNESSETH THAT:

WHEREAS, the Declarants are the owners of all of the lands contained in the area known as "Frese Meadows Third Addition" (herein "Frese Meadows" or "Subdivision"), as shown and described on the plat thereof recorded August 17, 2005, in Book 705, at Page 8883, in the Office of the Adams County Clerk/Recorder in and for the County of Adams, State of Illinois (herein the "Plat"); and,

WHEREAS, Frese Meadows Third Addition consists of the following described real estate:

Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), and Fifteen (15) of Frese Meadows Third Addition, a Subdivision of part of the Southeast Quarter of Section Twenty-four (24), in Township One (1) South of the Base Line and in Range Nine (9) West of the Fourth Principal Meridian, in the City of Quincy, Adams County, Illinois, recorded in Book 705, at Page 8883, in the Office of the Clerk/Recorder of Adams County, Illinois; and,

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

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

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

The dwelling located on any lot shall not exceed two and one-half (2-1/2) stories in height. The ground floor area of the dwelling, exclusive of open porches, breezeways, garage and basement, if any, shall not be less than one thousand two hundred (1,200) square feet for a one (1) story dwelling. If more than one (1) story, there shall be a minimum of one thousand (1,000) square feet on the ground floor. No minimum shall apply above the first story. However, the dwelling with more than one (1) story shall have a total of at least one thousand eight hundred (1,800) square feet, exclusive of open porches, breezeways, garage and basement.

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

B. SET-BACK REQUIREMENTS:

(i) **In General:** Except as may be otherwise provided in these restrictions or on the Plat, no dwelling house or above grade structure shall be constructed or placed on any numbered lot in the Subdivision (except fences or walls, the placement of which is provided for hereinafter) nearer to any lot line than the minimum building setback lines shown on the recorded Subdivision Plat, the provisions set forth herein, or applicable building or subdivision codes or restrictions, whichever is more.

(ii) **Yards:** Front, side and rear yards shall be established in accordance with the minimums prescribed by the ordinances of the City of Quincy, Adams County, Illinois, or as shown on the plat, if any, whichever is greater.

C. FENCES OR 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.

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

3. **GENERAL PROHIBITIONS:**

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

B. **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 construction and sales period.

C. **ANIMALS:** No animals, livestock, swine or poultry of any kind shall be kept, raised, bred or maintained on any lot in the Subdivision, except the usual household pets, provided they are not kept, raised, bred or maintained for commercial purposes, and provided further that they are not wild or dangerous or considered ferae naturae by law.

D. **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 diseased trees.

E. **RESTRICTIONS ON TEMPORARY STRUCTURES:** No temporary house, trailer, garage or other outbuilding shall be placed or erected on any lot, but this shall not prohibit reasonable construction vehicles or trailers during the course of construction or where approved by the Architectural Trustee.

F. **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. Garage doors shall be kept closed except when in actual use.

G. **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.

Architectural Trustee is also authorized to provide interpretation of these covenants for the benefit of the subdivision.

B. ARCHITECTURAL TRUSTEE: 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, a successor trustee may be designated by a majority of the then owners of the lots determined as provided in paragraph 5, below. The designation of the trustee shall be recorded in the Office of the Adams County Clerk/Recorder's Office of Adams County, Illinois.

C. PROCEDURES: The approval or disapproval as required in the 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 or sixty (60) days after completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

D. LIABILITY OF TRUSTEE, ETC.: Neither the Architectural Trustee nor any agent thereof, nor the Declarants, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

5. TREASURE LAKE:

A. EASEMENTS:

1.) A lake, commonly known as Treasure Lake, and a related dam and appurtenances are located on a part of Lots Five (5), Six (6), Seven (7), Eight (8), and Nine (9) of said Subdivision.

2.) An easement is hereby established to install, construct, locate, maintain, replace, manage, operate, access and use a lake and appurtenances thereof on that part of each said lot constituting a part of what is commonly known as and herein referred to as Treasure Lake, the normal lake elevation of which is at an elevation of 616.97 feet above mean sea level; calculated 100-year high water elevation of 620.10 feet above mean sea level (reference preliminary drainage report dated August 8, 2005, by Klingner & Associates, P.C.), and which is generally depicted on the Plat of Frese Meadows Third Addition, recorded in Book 705, at Page 8883, in the Office of the Adams County Clerk/Recorder, Adams County, Illinois.

3.) An easement ten (10) feet wide is established for shoreline maintenance and control along that portion of each of the said lots contiguous to and adjoining the shoreline of Treasure Lake.

obligations and responsibilities include, but are not necessarily limited to, complying with any requirements for inspection established or imposed by the Illinois Department of Natural Resources, or successor agency, and provide maintenance or repair required. The costs of such inspection and maintenance will be assessed to owners of lots adjoining Treasure Lake by the Treasure Lake Homeowners Association. Neither the City of Quincy nor any other public agency has any responsibilities with respect to the lake or dam.

E. **PERMANENT:** The rights and obligations provided under this paragraph 5 are permanent and shall continue in effect notwithstanding the termination or expiration of any other provisions of the covenants.

6. **EXCEPTION:** These covenants do not apply in any respect to Lots One (1) and Two (2) of said Subdivision and such Lots shall not be considered for purposes of revoking, altering or otherwise changing these Restrictions. At any time, the owner or owners of said Lots may adopt these covenants in whole or in part and will thereupon be subject to such covenants adopted as if initially made subject to these covenants, subject to such exceptions as set forth in the adoption.

7. **DURATION:**

A. These covenants shall run with the land and shall be binding on the Declarants and all persons claiming under them for a period of twenty (20) 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 seventy-five percent (75%) of the then owners of the lots sign and record an instrument revoking, altering or otherwise changing said Restrictions in whole or in part. At any time, ninety percent (90%) of the then owners of the lots may sign and record an instrument revoking, altering or otherwise changing said Restrictions in whole or in part.

B. In determining the "then owners of the lots," each individual lot shall have a single right. If there are multiple owners of a lot, a majority in interest shall exercise the right of the lot. If there are two (2) owners having an equal interest, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first named in the deed or instrument conveying such lot shall exercise the right.

C. With respect to matters involving Treasure Lake or paragraph 5, above, only owners of lots that adjoin Treasure Lake within the Subdivision shall be considered. For all other purposes, all lots within the Subdivision shall be considered. Lots in adjoining subdivisions are not considered.

D. As stated in paragraph 5, the rights and obligations therein described are permanent.

8. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person, firm or corporation violating or attempting to violate any restriction