

LINCOLNSHIRE FIELDS NORTH
A Subdivision in Champaign County, Illinois
Protective Covenants

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

OWNERS CERTIFICATE

JOSEF C. HALLBECK and HELEN M. HALLBECK being the legal owners of lands located as follows: Commencing at the intersection of the East Right-of-Way line of Byrnebruk Road and the North line of Lot 20 of Lincolnshire Fields West I, recorded as Document No. 72R3010 in Plat Book "X" at Page 85 in the Office of the Recorder of Champaign County, Illinois; thence proceed North 0°00'00" East (local bearing) 100.00 feet along the East Right-of-Way line of said Byrnebruk Road to the true point of beginning; thence North 1°26'02" West 3.00 feet; thence North 2°51'45" West 197.25 feet; thence North 90°00'00" East 100.00 feet; thence North 16°02'35 East 181.50 feet; thence North 67°56'03" East 334.25 feet; thence North 0°00'00" East 60.00 feet; thence North 71°48'00" West 235.44 feet; thence North 67°49'29" East 60.00 feet; thence North 78°46'30" West 185.15 feet; thence North 71°57'14" West 149.42 feet; thence North 70°06'16" West 60.00 feet; thence South 19°53'44" West 15.00 feet; thence North 70°06'16" West 120.00 feet; thence North 19°27'43" East 17.10 feet; thence North 5°45'53" East 25.63 feet; thence North 77°31'16" West 180.00 feet; thence around the arc of a curve to the right having a long chord with a course and length of South 14°26'06" West 35.85 feet, a central angle of 3°54'48", a radius of 525.00 feet for a distance of 35.86 feet; thence North 81°17'51" West 122.75 feet; thence South 33°41'24" West 522.80 feet; thence South 0°00'00" West; 130.00 feet, thence North 90°00'00" East 205.00 feet; thence South 63 25'46" East 469.64 feet, thence North 26°32'17" East 139.80 feet; thence North 90°00'00" East 157.50 feet; thence South 2°51'45" East 200.25 feet; thence North 90°00'00" East 60.00 feet to the true point of beginning encompassing 14.14 acres more or less situated in the West one-half of Section 21, Township 19 North, Range 8 East of the Third Principal Meridian, Champaign County, Illinois.

It is hereby provided that all conveyances of property hereinafter made in said Subdivision by the present or future owners of any of the lands described in said Surveyor's Certificate for said Subdivision shall, by adopting the above description of said land as platted, be taken and understood as if incorporating in all such conveyances without repeating the same, the following restrictions, as applicable:

DEFINITIONS

For the purpose of this declaration, certain words and terms are hereby defined.

Accessory Building: Separate building or buildings located on the same building site and which are incidental to the main building or to the main use of the premises.

Building Area: That portion of a building site within which the construction and maintenance of main buildings is permitted.

Building Site: A portion of the sub-division consisting of at least ninety-five percent (95%) of one entire lot, as platted.

Dwelling: Any building occupied or designed to be occupied by one or more dwelling units.

Dwelling Unit: A suite of two or more rooms in a building designed for or used by one family only.

Dwelling, Single Family: A detached dwelling containing only one dwelling unit.

Ground Floor Area: That portion of a dwelling which is built over a basement or foundation above surrounding grade but not over any other portion of the dwelling.

AREA OF APPLICATION

The proposed covenants below, in their entirety, shall apply to Lots 1 through 29, inclusive, as shown on the plat of said subdivision.

COVENANTS

1. Allowable Structures: No structure shall be erected, altered, placed, or permitted to remain on any building site other than one detached single family dwelling, a private garage for not more than three (3) cars, and other accessory buildings incidental to residential use.

2. Architectural Control:

a. Committee Membership: The Architectural Control Committee is composed of:

Josef C. Hallbeck
Keith Whitmer

A majority of the committee may designate a representative to make its report. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. For each ten (10) lots sold or contracted for sale, the lot purchasers, as a group, shall be entitled to name one of the two members of the Architectural Control Committee. At any time, the then record owners of a majority of the lots in Lincolnshire Fields North shall have the power, through a duly recorded written instrument, to change the membership of the committee.

b. Powers: It is the purpose of Architectural Control to promote the residential development of Lincolnshire Fields North subdivision, and to enhance property values therein; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted if they do not, in the committee's opinion, benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld.

The Architectural Committee shall have the power to reduce side-yard requirements by not more than twenty-five percent (25%) of the required side-yard and to reduce the front and rear yard requirements by not more than ten percent (10%) of the applicable required front or rear yard; the Committee shall have the further power to reduce minimum dwelling size requirements where the size, shape, and location of the lot warrants such variance in the opinion of the Architectural Committee.

(1) Building Plats, etc.: No building, dwelling, fence, or other structure or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to, the buildings and the grading plan of the building site shall have been submitted to and approved by the Architectural Committee, and until a copy of such plans and specifications, plot plan and grading plan, as finally approved, is deposited for permanent record with the Architectural Committee.

(2) Approval by Architectural Committee: The Architectural Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the Committee fails to approve or reject any plan or matter requiring approval within thirty (30) days after plans or specifications have been submitted to it, or in any event if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.

(3) Right of Inspection: During any construction or alteration required to be approved by the Architectural Committee, any member of the Architectural Committee, or any agent of such Committee, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within said Subdivision and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

(4) Waiver of Liability: The approval by the Architectural Committee of any plans and specifications, plot plan, grading, or other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the said Committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for the loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof, or the present owner of said real estate.

(5) Constructive Evidence of Action by Architectural Committee: Any title company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in such Subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Committee and such

certificate shall fully protect any purchaser or encumbrancer in good faith in acting thereon.

3. Minimum Dwelling - Quality and Size: It is the intent and purpose of these covenants to assure that all dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. For single family dwellings, the ground floor area above surrounding grade or the main structure, exclusive of open porches and garage, shall be not less than 1900 square feet, for a dwelling of less than two stories ; in the event the main structure is a two-story dwelling, the ground floor area, exclusive of open porches and garage, shall be not less than 1,000 square feet, and the total required floor area shall not be less than 2,000 square feet, exclusive of open porches and garage.

4. Building Location: No building shall be located on any lot nearer than thirty-five (35) feet to the front street right-of-way or nearer than thirty-five (35) feet to the rear lot line except Lots 66, 67 and 68 shall be located not nearer than twenty-five (25) feet to the front street right-of-way; no part of a dwelling shall be located nearer to a side lot line than twelve (12) feet unless a different distance is set forth on the recorded plat. With respect to all lots, no structures or fences shall be, erected in the front set back lines. With respect to lots bordering upon the golf course, no structures or fences or planting shall be erected in the rear thirty-five (35) feet thereof except with the permission of the Architectural Committee. It is the intent of this covenant to provide a reasonable view of the golf course to all owners of lots bordering upon the golf course; it is not intended to prohibit all structures, fences, and planting, but merely to control the nature and extent thereof.

Where a building site consists of more than one lot, the above provisions shall be applicable to the boundary lines of a building site rather than the platted lot lines. Accordingly, the Architectural Committee shall have the power to increase the side yard requirements to a minimum of fifteen percent (15%) of the width of the building site at the building set, back line where the building site consists of more than one lot; this power is in addition to the power of the Architectural Committee set forth in Paragraph 2, Subparagraph (b) above.

5. Dwellings per Building Site: Only one dwelling structure shall be constructed per building site; no replatting or subdividing of these lots shall be permitted, the effect of which would be to reduce the area and width below ninety percent (90%) of the area and width as platted.

6. Easements: Easements for installation and maintenance of underground utilities and drainage facilities are reserved as noted on the recorded plat and also upon the front ten (10) feet of all lots. NO building or outside facility within the Subdivision shall be supplied with utility service lines above the surface of the ground. Each lot owner shall grant a written casement for such underground service upon request of the interested utility. No structures, walls, fences, plantings, or any materials shall be placed, planted, or permitted to remain within the platted easements or public ways which may damage or interfere with the installation, operation, or maintenance of the utilities. All utilities serving this subdivision and all connections made thereto shall be located beneath the surface of the ground, excepting there from transformer installations and service pedestals.

Required above ground appurtenances to the underground utility system shall be located within six (6) feet of the side lot lines.

7. Percentage of Lot Coverage: All buildings on a building site, including accessory buildings and the additional area enclosed by a fence, the nature of which obstructs view through it, shall not cover a total of more than thirty percent (30%) of the building site, except with the prior express written approval of the Architectural Committee.

8. Permissible Building - Order of Construction: All buildings erected on any building site shall be constructed of material of good quality suitably adapted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. Accessory buildings shall not be erected, constructed, or maintained prior to the erection or construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.

9. Non-Occupancy and Diligence during Construction: The work of construction of any building or structure 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 building or structure 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 is necessary for the construction of improvements shall be permitted. No partial construction shall be suspended for more than twenty (20) working days.

10. Maintenance of Lot Site during Construction: During the course of construction all materials and equipment shall be stored only on the lot on which construction is underway; debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning shall take place, of debris, upon the premises except with the permission of a representative of Lincolnshire Fields Development Co. The intent of this covenant is to maintain and preserve a clean and neat appearance in the Subdivision at all times. A lot owner or lot purchaser violating this covenant individually or through his contractor may be assessed by the subdivider or the Homeowner's Association up to \$10 per day for violations, if any, occurring after notice is given of any prior violation.

11. Temporary Structures: 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.

12. 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, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder during construction which are attached to the building, or signs of the Developer.

13. 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, and no oil wells, tanks, tunnels, mineral

excavations or shafts shall 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.

No person, firm, or corporation shall strip, excavate, or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.

14. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than two dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

15. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, grass, or other cuttings and other waste shall be kept only in sanitary containers and shall not be dumped upon any other lot in the subdivision. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored in a manner either inside a garage or other building or below ground so as not to be visible from other property.

16. Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements in compliance with an approved architectural plan and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected.

17. Street Sight Line Obstruction: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines extended. Further, none of the above described obstructions shall be placed or permitted to remain in the triangular area formed by a street right-of-way line, either edge of any driveway, and a line connecting a point thirty (30) feet outward from either side of a driveway and a point on the edge of the driveway towards the building fifteen (15) feet from the street right-of-way line.

18. Sewerage System: A sanitary sewer system has been installed in the subdivision and, therefore, no individual Sewage disposal system shall be installed or maintained on any lot.

19. Off-street Parking: All property owners shall provide either a garage or carport for the number of automobiles in use by the residents on the property. All property owners or residents in the Subdivision owning or possessing trucks, trailers, campers, boats, motorcycles or motor homes which they desire to park in the Subdivision shall provide and use an enclosed garage for the storage of same when not in motion.

20. Sidewalks and Driveways: Each property owner shall repair and maintain in good condition any sidewalk provided for his respective lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Driveways between public walk and residence must be paved with concrete or asphalt. Driveways between the sidewalk and street shall be paved with concrete or asphalt, or Portland Cement, minimum of five (5) inch thickness.

21. 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; weeds on vacant lots shall be cut between June 1 and October 1 in each year whenever the length of such weeds exceeds twelve (12) inches. If the lot owner fails to do so the Architectural Committee may cause weeds to be cut and a lien may be filed against the property for weed mowing, not to exceed \$25 per cutting. Lot owners shall endeavor to keep lots clean of debris and waste materials so as to preserve a neat appearance in the Subdivision.

22. Waiver: The failure of the Architectural Committee, any building site owner or the present owner of said Subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation lien or charge.

23. Dedication: Josef C. Hallbeck and Helen M. Hallbeck hereby grant and dedicate for the use of the public as streets, drives, and sidewalks, all of the streets, drives, and sidewalks shown on said plat, and each of said streets and drives shall be hereafter known by the respective names designated thereon reserving, however, unto Josef C. Hallbeck and Helen M. Hallbeck and their successors and assigns, permanent easements as set forth above, and also across or under all streets, drives, and sidewalks shown on said plat for the installation and maintenance of storm drains, sanitary sewers, tile, water, and gas mains, and electric and telephone lines; provided further that no person or member of the public shall at any time in the future use any part of the streets, drives, or sidewalks for the purpose of running any sewer or sanitary tile on, under, or across said streets or drives without the written permission of Joseph C. Hallbeck and Helen M. Hallbeck and their successors and assigns.

24. Term: Except as provided in Paragraph 26, these covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a person or persons then owning a majority of the platted lots in Lincolnshire Fields North has been recorded, agreeing to change said covenants in whole or in part.

25. Enforcement: Enforcement shall be by proceedings 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. The Homeowner's Association shall also have the power to seek appropriate remedy for the enforcement of these covenants.

26. Authority to Release Rights: The owners of legal title of record of eighty percent (80%) of the building sites in Lincolnshire Fields North shall have the authority at any time to release all or, from time to time, any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth applicable to such area and upon the recording of such waiver or release in the Recorder's Office of Champaign County,

Illinois, such restrictions, conditions, covenants, reservations, liens, or charges shall no longer be required under the provisions herein set forth.

27. Homeowner's Association: It is understood that all lot owners shall be members of the Lincolnshire Fields Homeowner's Association, a not for profit corporation organized under the laws of the State of Illinois. All lot owners in Lincolnshire Fields North agree to accept membership in said association and to abide and be bound by the reasonable rules and regulations of said association and to maintain membership therein so long as such lot ownership is retained. Each owner-member shall be subject to assessment for annual dues to the association not to exceed \$25.00 unless a larger amount is approved by the owners of 80% of the lots. It is further specifically understood that fire service protection shall be contracted for the subdivision through the Homeowner's Association and that each lot, when improved with a residence, will be subject to an assessment for its pro rata share of the expense of the contract with the fire department and for fire hydrant rental commencing with the beginning of construction.

Accordingly, the Homeowner's Association shall have the following powers:

(a) Authority to enforce these covenants.

(b) Authority to levy a fire protection assessment and to have the assessment collected as part of real estate taxes.

(c) Authority to levy dues assessments.

28. Post Lantern: Each lot owner shall, upon actual occupancy of his lot, install and maintain an electric post lantern within ten (10) feet of the intersection of his driveway and street right-of-way. The lantern shall be illuminated during the hours of darkness and shall be equipped with an automatic control device for this purpose. The lantern shall be equipped with appropriate lights having an equivalent minimum of seventy-five (75) watts.

29. Construction: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens, or charges herein provided, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens, or charges, or any part thereof, shall be thereby affected or impaired.

IN WITNESS WHEREOF, this instrument has been executed by the Developers of Lincolnshire Fields North.

DATED at Champaign, Illinois, this day of March, 1978.

Joseph C. Hallbeck

Helen M. Hallbeck