

LINCOLNSHIRE FIELDS WEST I
A Subdivision in Champaign County, Illinois
Protective Covenants

State of Illinois)
)
County of Champaign)

OWNER'S CERTIFICATE

LINCOLNSHIRE REALTY CO., a Delaware Corporation, authorized to transact business in the state of Illinois, and being the legal owner of lands located in the West Half of Section 21, Township 19 North, Range 8 East of the Third Principal Meridian, as is more particularly described in a Surveyor's Certificate and description, on the face of the plat of Lincolnshire Fields West I, to which these covenants are attached and which description is hereby incorporated by reference, and have caused the same to be surveyed by Paul T. Manahan, Registered Illinois Land Surveyor Number 1964, and have subdivided said real estate into lots, streets, and utility easements, as indicated on the annexed plat bearing the certificate of the said Paul T. Manahan, said Subdivision to be known as Lincolnshire Fields West I, a Subdivision in 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 subdivision consisting of at least ninety-five per cent (95%) of one entire lot, as platted.

Dwelling: The main building on a building site to be designed for and used exclusively for a residence and to be occupied exclusively by a single family.

Duplex Dwelling: The main building on a building site to be designed for, and used exclusively for, a residence and to be occupied by not more than two families.

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 I through 36, inclusive, as shown on the plat of Lincolnshire Fields West I; there is no lot 26 in this 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 of the premises. A duplex dwelling shall be permitted upon lots 1 through 4, inclusive, and lots 35 and 36, providing applicable zoning approval has been obtained.

2. Architectural Control:

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

Robert R. Shapland
John C. O'Byrne
George Sodemann

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 three members of the Architectural Control Committee. At any time, the then record owners of a majority of the lots in Lincolnshire Fields West I shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b. Powers: It is the purpose of Architectural Control to promote the residential development of Lincolnshire Fields West I and to enhance property values; 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 per cent (25%) of the required side-yard and to reduce the front and rear-yard requirements by not more than ten per cent (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 specification 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. The ground floor area above surrounding grade of the main structure, exclusive of open porches and garage, shall be not less than 1800 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 1000 square feet, and the total required floor area shall not be less than 2000 square feet, exclusive of open porches and garage.

For duplex dwellings permitted hereunder, the minimum requirement set forth above shall be increased by fifty per cent (50%), for the structure and reduced by twenty-five per cent (25%) per unit.

4. Building Location: No building shall be located on any lot nearer to the front street right of way than the front building set back line shown on the recorded plat; no part of a dwelling shall be located nearer to a side lot line than fifteen (15) feet, unless a different distance is set forth on the recorded plat, which platted distance shall control. Main structures on two adjacent lots shall be at least thirty (30) feet apart.

With respect to lots bordering upon the golf course or upon the lake, no structures or fences or planting shall be erected in the area between the rear building set back line, as shown on the plat, and the rear lot line, except with the permission of the architectural Committee. It is the intent of this covenant to provide a reasonable view of the golf course or lake to all owners of lots bordering upon the golf course or lake; it is not intended to prohibit all structures, fences, and planting, but merely to control the nature and extent.

Where a building site consists of more than one lot, the above provisions shall be applicable to the boundary lines of the building site rather than the platted lot lines. Accordingly, the Architectural Committee shall have the power to change the building lines 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, Sub paragraph (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 or width below ninety per cent (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 six, (6) 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 easement 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 systems 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 (30) per cent 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.

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 permission of a representative of Lincolnshire Realty Co. The intent of this covenant is to maintain and preserve a clean and neat appearance in the Subdivision at all times.

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 (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or Lincolnshire Realty Co., to advertise the property during the construction and sales period.

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 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 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 property lines and a line connecting them at points 30 feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. Further, none of the above described obstructions shall be placed or permitted to remain in the triangular area formed by a street property line, either edge of any driveway, and a line connecting a point thirty (30) feet outward from the edge driveway and a point on the edge of the driveway ten (10) feet from the street property 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 car-port for the number of automobiles in use by the resident on the property. All property owners or residents in the Subdivision owning or possessing trucks which they desire to park in the Subdivision shall provide and use an enclosed garage for the storage of same when not in use.

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 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 June 15, and again between September 1 and September 15 in each year. 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 \$25.00 annually. 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: Lincolnshire Realty Co. hereby grants and dedicates 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 Lincolnshire Realty Co., its 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 Lincolnshire Realty Co., its 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 West I 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.

26. Authority to Release Rights: The owners of legal title or record of eighty per cent (80%) of the building sites in Lincolnshire Fields West I 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. Homeowners Association: It is understood that all lot owners shall be members in Lincolnshire Fields Homeowners Association, a not for profit corporation organized under the laws of the State of Illinois. All lot owners in LINCOLNSHIRE FIELDS WEST I 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 Homeowners 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 the fire hydrant rental.

Accordingly, the Homeowners Association shall have the following powers:

- (a) Authority to enforce these covenants.
- (b) Authority to levy a fire protection assessment.

28. Lake Lincolnshire: With respect to Lake Lincolnshire, it is provided as follows:

- (a) Lake water shall not be used for ground watering purposes, except for watering the areas located within the boundaries of Lincolnshire

Fields golf course, which right is expressly reserved to the subdivider and his assigns.

(b) No pollutants shall be discharged into the lake; accordingly, owners shall be responsible for prohibiting the discharge of pollutant from their respective lots into the lake. A violation of provision shall subject the lot owner to a penalty of \$25.00 for each violation of this provision; with respect to a continuing violation, if any, the penalty shall be \$15.00 per day for each day that the lot owner permits the violation to continue to occur after notice thereof to the lot owner.

(c) Boats longer than fourteen (14) feet in length shall not be permitted upon the lake. No boats shall be equipped with mechanized power except an electric trolling type motor.

29. Tracts "A" and "B" shown on the plat of Lincolnshire Fields West I designates areas reserved for access purposes to and from the lake or golf course for lot owners whose property does not abut upon the golf course or lake.

30. Post Lantern: Each lot owner shall, upon actual occupancy of his lot, install and maintain a gas or 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 of seventy-five (75) watts.

31. 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 President and Secretary respectively of LINCOLNSHIRE REALTY CO., pursuant to authority granted to them by the Board of Directors of said corporation at a meeting duly called and held in accordance with the By-Laws of said corporation.

DATED at Champaign, Illinois, this 6th day of January, 1972

LINCOLNSHIRE REALTY CO., a Delaware Corporation

By: _____
R. R. Shapland, its President

ATTEST:

J. Michael O'Byrne, its Secretary

STATE OF ILLINOIS)
) ss
COUNTY OF CHAMPAIGN)

I, the undersigned, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. R. Shapland, personally known to me to be the

President of LINCOLNSHIREREALTY CO., and J. Michael O'Byrne, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 6th day of January, 1972.

Patricia Walker, Notary Public