

COVENANTS AND RESTRICTIONS

FOR

**“WHEATFIELD FARMS”**

(Greenville, Illinois)

KNOW ALL MEN BY THESE PRESENTS. That Whereas Wheatfield Farms, Inc., an Illinois Corporation is the owner of the following described real estate. To wit:

LEGAL TO GOVERN AS TO DESCRIBE ALL LOTS AND OUTLOTS IN SUBDIVISION.

NOW THEREFORE, in consideration of the premises and of the benefits accrued and to accrue to the undersigned by reason of the Covenants, Conditions, and Restrictions imposed upon said real estate as hereinafter set forth, and as part of a plan for the use, improvement, development, sale and purchase of said real estate; the undersigned do hereby stipulate, agree, and declare that they, their heirs, executors, administrators, successors, and assigns, do hereby subject and bind the aforesaid real estate to the following covenants, conditions, and restrictions, and do hold each and every Lot above described, or portion conditions, and restrictions, and do declare that no Lot or Lots above described, or portion thereof, shall be sold, sued, or conveyed by them, except subject to the following covenants, conditions and restrictions, whether expressly stated in the deed of conveyance or not, to wit:

1. TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS: These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them, until December 31, 2012, at which time said Covenants and Restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of the owners of at least 81% of the lots, agree to change said Covenants and Restrictions in whole or in part. These Covenants and Restrictions may be rescinded or amended at any time prior to December 31, 2012, by approving vote of all of the owners of at least 67% of the Lots, which shall be effective upon recording of said rescission or amendment, together with an affidavit certifying said vote by the secretary of the Homeowners Association, in the Recorder’s Office of Bond County, Illinois.

If the parties hereto, or any of them, or their heirs, successors, personal representatives, or assigns shall violate or attempt to violate any of the Covenants and Restrictions herein, it shall be lawful, and power and authority is hereby given, to any other person or persons owning any of the above described real property, or for the Homeowners Association, without further authority or direction, to enforce, or to prosecute any proceedings at law or in equity, to enforce these Covenants and Restrictions, or to prevent any violation

Doc. No. **075487**  
Hook 115 Page 197-205  
Filed & Recorded Oct 14 2 21 1993 at 11:30 A.M.  
Bond County Recorder of Deeds  
*Edwin S. Hall*

thereof, or to recover damages resulting directly or consequently from such violation, together with expenses, court costs, and attorneys' fees incurred in such proceedings. Invalidation of any one of these Covenants or Restrictions, or any portion thereof, by judgement or court order shall in no way affect any of the other provision which shall remain in full force and effect.

2. 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 stories in height, excluding the basement, plus an attached two car garage.

3. BUILDING LOCATION. No building shall be located on any Lot nearer than 25 feet to the front (street) property line, or be located nearer than 10 feet to an interior Lot line. No dwelling shall be located on any interior Lot nearer than 25 feet to the rear Lot line. For purposes of these Covenants and Restrictions: eaves, steps and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building, on a Lot, to encroach upon another Lot. All buildings and structures shall meet all requirements of the building codes, ordinances, and regulations of the City of Greenville.

4. PLANS AND SPECIFICATIONS. Plans and specifications for each dwelling to be constructed, showing location of the dwelling on the Lot, landscaping, all four exterior elevations, all exterior lighting, materials to be used on all exterior wall and roof surfaces and all other construction details and materials which, are the subject of these Covenants and Restrictions, shall be submitted to the Architectural Control Committee of "Wheatfield Farms" (hereinafter called the "Architectural Control Committee") for written approval, before construction is started.

Robert L. Plummer and Clay O. Winfield are hereby appointed the initial members of the Architectural Control Committee. The Architectural Control Committee shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these Covenants and Restrictions. The Architectural Control Committee shall serve without pay and, in discharging the duties imposed upon them hereunder, is hereby granted an easement prior to, and during construction of any structure, and in discharging their duties hereunder, to enter upon any Lot in the Subdivision and will not be deemed to be trespassers thereby, and may enter into contracts and employ agents, servants and counsel as they deem necessary in the performance of their duties. No member of the Architectural Control Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The above named initial members of the Architectural Control Committee shall hold office until all Lots in the Subdivision are sold, or until

their successors are elected by the Homeowners Association, whichever is later, and in the event of the death or resignation of either of said initial members while holding such office, the survivor of them shall have the right to name a replacement member. Commencing with the sale of the last of the Lots above described, the Homeowners Association shall elect the members of the Architectural Control Committee at its annual meeting. At the first such annual meeting, two members of the new Architectural Control Committee shall be elected, who hold office for respective periods, according to their election, for 1 and 2 year terms, and at subsequent annual meetings, their successors shall be elected for 2 year terms, to replace the member of the Architectural Control Committee whose term expires. The President of the Homeowners Association shall appoint a replacement member for any member of the Architectural Control Committee who fails to remain in office.

5. DWELLING SIZE AND MISCELLANEOUS.

Lots 1 - 18: No one-story dwelling shall be permitted on any Lot which has less than 1150 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies; no one-and-one half-story or two-story dwelling shall be permitted on any Lot which has less than 1250 square feet of such floor space, with at least 650 square feet of such space on the first floor.

Lots 19 - 34 and Lots 56 - 63: No one-story dwelling shall be permitted on any Lot which has less than 1350 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies; no one-and-one half-story or two-story dwelling shall be permitted on any Lot which has less than 1450 square feet of such floor space, with at least 750 square feet of such space on the first floor.

Lots 35 - 55 and Lots 64 - 73: No one-story dwelling shall be permitted on any Lot which has less than 1450 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies; no one-and-one half-story or two-story dwelling shall be permitted on any Lot which has less than 1550 square feet of such floor space, with at least 850 square feet of such space on the first floor.

The home which may be erected on a Lot shall be constructed of good quality, new materials, suitable for use in the construction of residences and no old building or buildings shall be placed on or moved to the premises. No tin, tar paper, composition paper, or similar materials may be used as the exterior covering of any building. No A-frame design, modular or mobile homes, or underground homes are allowed. The Architectural Committee may approve "front split-foyer" design which otherwise meet these restrictions. The front exterior wall surface (or surfaces) of all homes shall be constructed of brick or brick veneer or stone over at least twenty five percent (25%) of the area (excluding windows and doors). The balance of the exterior walls may be natural wood siding, finished masonite type siding, aluminum siding, vinyl

siding, or a combination thereof approved by the Architectural Committee. All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit, undereave, overhang and porch areas.

All dwellings will contain basements where feasible. Where basements are not feasible, the dwellings will be built over crawl space and not slabs according to generally accepted construction practice.

No recreational apparatus will be permitted in any front yard or side yard, next to a platted street. Recreational apparatus, including swing sets, swimming pools, basketball courts, satellite dishes, playground equipment or similar devices shall not be located at any point toward the front Lot line, past a line drawn parallel with and intersecting the back of the dwelling structure. Above ground pools shall be permitted with wood skirting to be approved by the Architectural Control Committee. The Architectural Control Committee shall have absolute discretion to approve or disapprove of any recreational construction or apparatus pursuant to these Covenants and Restrictions.

No noxious or offensive trade activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No Lot or driveway, outside the exterior walls of the main residential structure or garage, shall be used for the purpose of blocking or jacking automobiles or other vehicles for repair, or for repairing any one or more automobiles, for any extended period of time of more than 1 week.

No shed, trailer, recreational vehicle, tent, shack, garage, barn, basement, or outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No trucks, trailers, or commercial vehicles will be allowed to stand upon any Lot, other than service vehicles making deliveries and light pick-up and panel trucks. No campers, boats, trucks, mobile equipment, disabled vehicles, motor homes, or recreational vehicles will be permitted to be stored at the dwelling except in the garage on any Lot in the Subdivision.

Any accessory parking will be restricted to operable automobiles, and such parking space will be provided in the rear yard of the Lot, or the side yard of the Lot if the garage and accessory parking and turnaround is in the side yard.

Each lot shall have a garage fully capable of housing a minimum of two automobiles. All buildings, including garages, shall be attached to the dwelling structure. (A minimum two car attached garage is required.)

No structure of any kind shall be allowed on any Lot, except the dwelling house and attached garage, and nothing shall be stored in the open, outside said dwelling or garage, with exception of neatly stacked firewood for use in the residence on that Lot, except during the period of construction of the dwelling house, it being the intent that, among other things, no lawn buildings, garbage cans, or storage sheds be allowed.

All homes will tap on the City of Greenville sewer system.

All exterior lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby Lot owner, and shall be subject to approval of the Architectural Control Committee.

No business of any kind shall be permitted in the Subdivision, except any such home occupation as is permitted under the ordinances of the City of Greenville.

No wall, fences, or fencing of any kind shall be allowed in the front yard of any Lot. No wall, fences or fencing over 5 feet in height shall be allowed on any Lot. All walls, fences and fencing shall be wood construction and be compatible with the natural surroundings, subject to the conditions hereinbelow set out for materials. No chain link, wire, or metal wall, fence or fencing shall be permitted, (except that professionally constructed wrought iron fences may be approved). All walls, fences, and fencing must be submitted to and approved by the Architectural Control Committee prior to construction, and must be continually maintained to present an attractive appearance, or such walls, fences and fencing will be removed at the expense of the Lot owner.

All roofs shall be covered with heavyweight architectural grade shingles or better. Shingles must have an textured design and appearance, and constructed of fiberglass, asphalt shingle, or wood materials. No three tab shingle allowed.

The Building Contractor or Lot Purchaser shall be required to construct a sidewalk along the entire frontage of the lot before occupancy of the dwelling shall be permitted. The sidewalk shall be four feet wide and built to the specifications of the City of Greenville.

All lots will be required to install matching mailboxes and front yard light and post which will be furnished by the Developer on the initial installation. Any additional mailboxes and lights must match and will purchased by the Lot Owner.

Each lot owner shall comply strictly with the set-back and building lines shown on the aforesaid Plat of the Subdivision.

The undersigned, and the Homeowners Association, shall have the right, but not the obligation, to install amenities in the Subdivision, including, but not

limited to, tennis, badminton, volleyball, racquetball, and handball courts, swimming pools, picnic tables, and landscaping.

The following is a minimum building requirement in regards to material and style:

**Minimum Building Specifications**

- 2 X 10 #1 yellow pine floor joists
- 2 X 4 stud walls
- 3/4" tongue and groove plywood floor (or 3/4" T&G OSB)
- R-13 exterior wall
- R-30 ceiling - house; R-19 ceiling - garage
- 1/2" plywood roof (or 15/32 OSB)
- 250# heavyweight architectural grade roof shingles
- 6/12 minimum roof pitch for trusses
- insulated windows (vinyl, wood, or aluminum)
- steel garage doors (no fiberglass)
- steel entrance door
- vinyl siding or colorlok
- 25% brick on front elevation - first floor
- aluminum soffit
- aluminum gutters
- two-car attached garage
- two car off street parking minimum
- basements where possible
- two full bathrooms minimum
- three bedrooms minimum
- shutters on front of home minimum, where applicable
- sidewalks by builder or lot buyer
- garage interiors must be completely drywalled
- matching mailboxes (\$125.00 value) included in lot price
- yard light (\$60.00 value) included in lot price

6. **LIVESTOCK AND PETS.** No animals of any kind may be kept, bred, or maintained for any commercial purpose.

7. **CONSTRUCTION OF RESIDENCES, MAINTENANCE OR PROPERTY.** During the construction, maintenance or refurbishment of any dwelling house or Lot, any littering or damage to the public and private roadways and easements in the Subdivision, and any cleanup of them, shall be the responsibility of the owner of any Lot upon which such work is being performed.

Each property owner shall be responsible for mowing and landscape maintenance of such owner's Lot up to the property line of such Lot, and up to the street curb or curbs, in such a manner that the Lot will always present a neat and attractive appearance.

The burning of any material outside any dwelling house shall be prohibited, except the burning of leaves in conformity with the Statutes of the State of Illinois and Ordinances of the City of Greenville.

8. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, gas storage, quarrying or mining operations of any kind for any mineral or minerals, shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals be erected, maintained or permitted on any Lot.

9. GARAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, rubbish and garbage, other wastes, shall not be kept except in sanitary containers located inside the garage of a dwelling house, except on collection days, when said sanitary containers may be placed near the platted streets for collection.

10. SIGNS. No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than six square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales of Lots and residences, or signs used by the undersigned to identify the Subdivision and to advertise sales of Lots and residences in the Subdivision. House numbers on homes or mail boxes are permitted.

11. EASEMENTS. Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities including retention basins are reserved, as shown on the above mentioned recorded plat of the Subdivision. No building or any other structure of any kind shall be placed on, in, or over any such easement; any such building or structure shall be removed at the expense of the Lot owner.

12. LANDSCAPING. Each lot owner is responsible upon completion of construction of home to seed and straw their lot and place landscaping on front elevations equal to \$400.00:

13. ASSESSMENTS. Annual and special assessments may be established or levies against each Lot and its owners for maintenance of street and entrance landscaping, Subdivision fence, berms, detention basins, drainage and entrance improvements, any amenities in the Subdivision for the use of the Lot owners, and for any other duties, powers, and responsibilities of the Homeowners Association. Annual assessments shall be established by majority vote of the Lot owners, each Lot having the vote to be cast in the aggregate

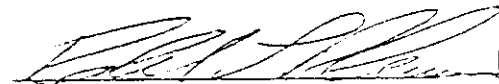
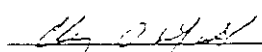
or in fractions as agreed by and between the owners of that Lot, at the first meeting of the Homeowners Association. Any unpaid assessment against a Lot shall be the personal obligation of each owner of that Lot at the time of assessment, jointly and severally, and shall also become a lien against that Lot upon filing of a notice thereof in the Recorder's Office of Bond County, Illinois; if such notice is not so filed on or before March 1 of the following year, said right to a lien shall expire. Any purchaser, lender, or title company shall have the right to rely upon any statement or assurance by any officer of the Homeowners Association, of the amount or payment status of any such lien.

14. HOMEOWNERS ASSOCIATION. After 75% of the total Lots in the Subdivision have been sold by the undersigned or after ten (10) years from date of beginning of dwelling occupancy, the "Wheatfield Farms Homeowner's Association" shall be established as a not-for-profit corporation, herein called the "Homeowners Association", which shall be vested with all powers, duties, and responsibilities of that Homeowners Association set out in these Covenants and Restrictions and as provided by law: the title to all amenities, landscaping, Subdivision fences, entrance improvements, easements, and Subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association. The owners of each Lot shall collectively own one share in the Homeowners Association. The Homeowners Association shall from time to time adopt bylaws for its constitution, operation and deliberations, in conformity with these Covenants and Restrictions. The Homeowners Association has the right to assess dues for maintenance of the Subdivision. It shall be the duty of the Homeowners Association to enforce these Covenants and Restrictions, majority rule shall prevail except as otherwise set out herein, and Roberts Rules of Order are hereby adopted for conducting any and all meetings of the Homeowners Association, except as set out herein or in the bylaws adopted by the Homeowners Association.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in the foregoing.

IN WITNESS WHEREOF the undersigned have set his hand  
22 day of October, A.D. 1993.

WHEATFIELD FARMS, INC.

By  By   
Robert L. Plummer Clay O. Winfield



STATE OF ILLINOIS        )  
                                  ) ss.  
COUNTY OF Madison    )

I, the undersigned, a Notary Public in and for the County and State aforesaid,

DO HEREBY CERTIFY THAT

Robert L. Plummer and Clay O. Winfield personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of said WHEATFIELD FARMS, INC., for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notary Seal this 22 day of October 19 93.

Linda Brunnworth  
Notary Public

Prepared by:

Sherrill Associates, Inc.  
20 Edwardsville Professional Park, Suite C  
Edwardsville, Illinois 62025

"OFFICIAL SEAL"  
LINDA BRUNNORTH  
NOTARY PUBLIC - STATE OF ILLINOIS  
MADISON COUNTY, IL.  
MY COMMISSION EXPIRES MAR. 21, 1997