

PREPARED BY/RETURN TO:  
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copy

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MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
On 08-09-2000 At 02:29 pm.  
COVENANTS 24.00  
OR Book 597 Page 243 - 255

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE BENEFIT OF PRAIRIE PLACE ESTATES  
FIRST ADDITION

(Part of the Northeast Quarter of Section 33,  
in Township 9 North, Range 5 West of the  
Third Principal Meridian, City of Litchfield,  
Montgomery County, Illinois)

THIS DECLARATION made this 9 day of AUGUST, 2000,  
by PLUMMER DEVELOPMENT, INC., an Illinois Corporation,  
hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of all Lots in Prairie Place  
Estates - First Addition according to the plat thereof recorded  
on August 9, 2000, in Slide Record 283 as Doc. # 385949  
of the public records of Montgomery County, Illinois; and,

WHEREAS, Declarant intends to sell the above-described real  
property, restricting it in accordance with a common plan  
designed to preserve the value and residential qualities of said  
land for the benefit of its future owners;

NOW, THEREFORE, Declarant declares that said real property  
shall be held, transferred, encumbered, used, sold, conveyed,  
leased and occupied subject to the covenants and restrictions  
hereinafter set forth to run with the land expressly and  
exclusively for the use and benefit of said real property and of  
each and every person or entity who now or in the future owns any  
portion or portions of said real property.

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 (1)  
detached single-family dwelling, except that each lot may have  
one (1) detached garage of not more than 750 sq. ft. built upon a  
permanent concrete slab or foundation in addition to the single-  
family dwelling, provided such garage matches the single-family  
dwelling located upon such lot in color, style and type of  
construction material as determined and approved in writing by  
the architectural control committee (hereinafter "committee")  
provided in for in paragraph 14, below. No trailer, pre-

manufactured home, mobile home, tent, shack, barn, storage building, out-building, guest house or temporary building of any kind shall be erected, altered, placed or permitted to remain on any lot without prior approval in writing from the committee. All dwellings and any other permitted structure approved by the Committee shall be completed within 12 months from the date construction is started unless such time be extended by written approval of the Committee.

2. Dwelling Size. The fully enclosed ground floor of the dwellings constructed on said lots, exclusive of carport, garage, or open porches, shall be not less than 1,400 square feet for a one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one story, except upon prior approval in writing by the Committee.

3. Building Location.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building lines shown on the recorded plat. No building shall be located nearer than 35 feet to the rear lot line. No building shall be located nearer than 10 feet to an interior lot line. When 1 1/2, 2, or more lots are acquired as a single building site, the interior side lot lines shall refer only to the lot lines bordering the adjoining property owners.

(b) The requirements of this paragraph 3 may only be varied with the prior written approval of the Committee and of the Litchfield Zoning Board of Appeals.

4. Lot Area and Subdivision of Lots. No building site shall be less in area than the area of the smallest lot platted in the subdivision. No lot shall be divided into more than one building site without the prior written approval of the committee; however, a single lot together with contiguous portions of one or more other lots may be used for one building site. The subdivision of any lot shall also be governed by and subject to the provisions of the Litchfield Subdivision Ordinance as in force and effect from time to time.

5. Easements. Easements for installation and maintenance of utilities and drainage structures, storm water retention drains, ways or facilities are reserved as shown on the recorded plat. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels or storm water retention drains 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 those improvements for which a public authority or utility company is responsible. The City of Litchfield shall have the authority (but not the obligation) to perform maintenance and cleaning work in the drainage easement areas as shown in the final plat. All claims for damages, if any, arising out of the construction, maintenance, repair of utilities or on account of temporary or other inconvenience caused thereby against the Declarant, or any utility company or municipality, or any of its agents or servants are waived by the owners. The Declarant reserves the right to change, lay out a new, or discontinue any street, avenue or way shown on the plat not necessary for ingress or egress to or from an owner's premises, subject to the approval of the municipality, if approval is required.

6. Nuisances.

(a) No horses, cattle, swine, goats, livestock, animals, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose or enterprise.

(b) 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.

(c) No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon the premises, and no refuse pile, garbage, unused motor vehicles, or unsightly objects shall be allowed to be placed or to remain upon any lot.

(d) No above-ground swimming pool or similar structure shall be permitted on any lot; however, in-ground or below grade swimming pools installed in accordance with the requirements of all applicable local ordinances will be permitted, but only with the prior written approval of the Committee.

(e) In the event any owner shall breach any of the covenants of this paragraph 6, then the Declarant, or the Committee may enter upon the premises of such owner and abate such nuisance or remove the same at the expense of the owner, and such entry shall not be deemed a trespass. In the event of such removal a lien shall arise and be created in favor of the Declarant or the Committee, as the case may be, and against the owner's lot for the full amount chargeable to the lot, and such amount shall be due and payable within 30 days after the owner is billed for it.

7. Signs. Without the prior written approval of the Committee, no signs of any kind shall be displayed to the public view upon any lot except one sign of not more than five square

feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period. Declarant may erect and display one or more signs advertising the availability for sale of subdivision lots, generally, as Declarant may determine in its sole discretion.

8. Commercial Vehicles. No trucks, except pickup trucks or similar size vans or recreational vehicles, and no commercial type vehicles shall be stored or parked upon any lot unless in a closed garage, nor parked in any residential street in the subdivision unless engaged in transporting to or from a residence in the subdivision.

9. 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.

10. Walls and Fences. No boundary wall or fence of any material, natural or manmade, shall be constructed or permitted to grow to a height in excess of six feet. No wall or fence of any height shall be constructed on any lot until after the height, type, design, and approximate location are approved in writing by the Committee. The height or elevation of any wall, fences, or boundary line hedge or shrubbery shall be measured from the existing elevations of the property at or along the applicable points or lines, and the decisions of the Committee as to such heights or elevations shall be conclusive. No boundary wall or fence shall be erected, placed, or altered on any lot nearer to any street than the minimum building set back line unless approved in writing in advance by the Committee.

11. Enforcement. For a violation or a breach of any of these covenants, conditions and restrictions by any person claiming by, through, or under the Declarant or the Committee, or by virtue of any judicial proceedings, the Declarant, the Committee, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity for an injunction to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In any such action the enforcing party shall also be entitled to judgment for such party's reasonable attorney's fees and court costs. In addition to the foregoing right, the Declarant or the Committee, as the case may be, shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where the violation of these covenants and restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The

failure promptly to enforce any of the covenants, conditions and restrictions shall not bar their subsequent enforcement.

12. Severability. The invalidation of any one or more of the reservations, covenants and restrictions contained herein by any court of competent jurisdiction in no wise shall affect any of the other reservations, covenants and restrictions, but they shall remain in full force and effect.

13. No Reversion or Forfeiture. No breach or violation of the covenants and restrictions herein set forth shall work a reversion or forfeiture of title, remedies for such breach or violation being set forth above in paragraph 11.

14. Architectural Control Committee.

(a) Until January 1, 2015, the Architectural Control Committee shall consist of Terry W. Plummer of Litchfield, Illinois. In the event of the death or resignation of Terry W. Plummer, prior to January 1, 2015, the owners of a majority of the lots in the subdivision shall elect and designate a new committee of three members through a written instrument duly recorded in the Office of the Montgomery County Recorder of Deeds. Thereafter, the owners of a majority of the lots in the subdivision shall have the power through a duly recorded written instrument to change the membership of the committee when a vacancy shall occur. The majority of the Committee may designate a representative to act for it. For purposes of this subparagraph the term "the subdivision" shall mean all additions to Prairie Place Estates then platted at the time of reference.

(b) The Committee's approval or disapproval as required under these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plans or specifications within 30 days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(c) Whether or not specifically stated in any conveyance of a lot made by the Declarant, the owner or occupant of each and every lot, by acceptance of title or by taking possession, covenants and agrees that no building, wall, or other structure shall be placed upon the lot unless and until the plans and specifications therefore and plot plan have been approved in writing by the Committee. Each building, wall, or structure shall be placed on the premises only in accordance with the approved plans and specifications and the approved plot plan. Refusal to approve plans and specifications by the Committee may be based on any ground, including purely aesthetic grounds which,

in its sole and uncontrolled discretion, the Committee shall deem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If no committee exists, or if the Committee shall fail to approve or disapprove the plans and specifications within 30 days after written request, then approval shall not be required providing that no building or other structure shall be erected which violates any of the covenants and restrictions contained in this instrument.

15. Term. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years each unless a majority of the then owners of the lots sign and record an instrument revoking, altering, or otherwise changing said covenants and restrictions in whole or in part. Any amendment to these covenants and restrictions shall be in accordance with the procedures and requirements of paragraph 17, below.

16. Storm Water Management Area. Lot 1A shown on the recorded plat is designated a storm water management area upon which there shall be located a sanitary sewer lift/pump station and storm water retention and collection area. Said Lot 1A has been or will be conveyed to the Prairie Place Estates Homeowner's Association, an Illinois not-for-profit Corporation, (hereinafter "the Association") described below in paragraph 18, which shall have the authority to maintain same and for that purpose to enter upon all drainage easement areas reserved and shown in the recorded plat for the purpose of maintenance, cleaning, repairs, etc. Notwithstanding the grant of authority to the Association with regard to maintenance of any drainage easement area shown or reserved on the recorded plat, the lot owners shall be primarily responsible for such maintenance to the extent that the drainage easement areas lie within the boundaries of each owner's lot as set forth in paragraph 5, above.

17. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended by instrument in writing duly signed and acknowledged by two-thirds of all owners of record of lots in the subdivision. In determining the number of owners of record necessary to effect such amendment, mortgage interests are not to be included as owners, and where there are more than two owners of record of a particular lot or parcel a majority of such owners may sign an amendatory document for that parcel. Such written instrument of amendment shall be effective when recorded in the Office of the Recorder of Deeds of Montgomery County, Illinois.

18. Homeowners' Association.

a. Definitions. The following words, when used in this paragraph 18 (unless the context shall prohibit) shall have the following meanings:

(1) "Developer" shall mean and refer to Plummer Development, Inc., an Illinois corporation, having a principal place of business in Litchfield, Illinois, its successors and assigns.

(2) "Owner" shall mean and refer to the record owner (whether one or more persons or entities) in fee simple in any lot which is part Prairie Place Estates Subdivision (including any addition thereto) excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

(3) "Association" shall mean and refer to Prairie Place Estates Homeowners' Association, a non-profit corporation organized and existing under the laws of the State of Illinois, its successors and assigns, whether or not organized at the date hereof.

(4) "Member" shall mean and refer to any person who is a member of the Association.

(5) "Lot" shall mean and refer to any plot of land to be used for single-family residential purposes and so designated on any subdivision plat or survey of the Prairie Place Estates Additions which shall be a public record.

(6) "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the properties and which is recorded in the Office of the Recorder of Deeds for Montgomery County, Illinois.

(7) "Common Areas" shall mean and refer to any and all real property owned by Developer and transferred to Association, including, but not necessarily limited to, Lot 1A in Prairie Place Estates - First Addition and Lot 1B in Prairie Place Estates - Second Addition as storm water management areas together with such other storm water management areas as may be created in any future additions to Prairie Place Estates.

b. Association Membership and Voting Rights.

(1) Membership.

(a) Every person or entity who is an owner of record of or a contract purchaser of, a fee interest in any lot shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-laws, rules and regulations. The foregoing is not intended to include persons or

entities who hold an interest in any lot merely as security for the performance of an obligation. Ownership of such lots shall be the sole qualification for membership.

(b) No membership or initiation fee shall be charged nor shall members be required to pay at any time any amount to carry on business of the Association except to pay, when due, the charges, assessments and special assessments levied upon a Member's Lot as specified in the Declaration, the By-laws or as Members of the Association may from time to time hereinafter adopt.

(2) Voting and Voting Rights. The Owner or Owners of each Lot as designated on the survey plat encompassing the Association shall be entitled to one (1) vote. The Developer will be initially entitled to one (1) vote for each Lot in the Prairie Place Estates platted additions, but as each Lot is sold and conveyed, the purchasers thereof will be entitled to one (1) vote, and the Developer will thereupon lose one (1) vote for each Lot so sold and conveyed.

(3) By-Laws. The Association shall adopt such By-laws as it may from time to time deem advisable in carrying out its duties and responsibilities hereunder.

c. Covenants for Maintenance and Assessments.

(1) For each Lot within the subdivision, every Owner covenants, and each subsequent Owner of any such Lot by acceptance of deed or other transfer of title therefor, whether or not it is so expressed in such deed or transfer, is deemed to covenant and agree to pay to the Association an annual assessment or charge for the creation or continuation of a maintenance fund, and such special assessments as may be levied as hereinafter provided.

(2) Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine or for the benefit of its members, which purposes may include maintenance, improvements, landscaping and beautification of the Common Areas. Funds may also be used to provide other services for the Association's Members to promote the health, safety and welfare of the residents of the community and, in particular, for the acquisition, improvement, maintenance of properties, services and facilities related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and addition thereto; the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys and accountants; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise. The Developer shall pay the cost of the initial construction and installation of improvements to the



Common Areas, but thereafter all costs for maintenance, management, taxes and improvements for the Common Areas will be borne by the Association through assessments to the Lot Owners. Each Lot Owner will be assessed pro-rata based upon the ratio of the number of Lots owned by such Owner to the total number of Lots in the then-platted additions to Prairie Place Estates. The Developer shall be considered the Owner of all unsold Lots in the platted additions to Prairie Place Estates, and shall be responsible for Developer's pro-rata share of assessments for such unsold Lots in the same manner as any Owner. The Developer shall not be liable for nor be required to furnish funds for any maintenance reserve or similar account for the benefit of the Association or the Common Areas.

(3) Creation of the Lien and Personal Obligation of the Assessment. In order to secure payment at and after the due date as each assessment becomes due, there shall arise a continuing lien and charge against each Lot, the amount of which shall include costs and reasonable attorneys' fees to the extent permissible by law. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be a personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to successors in title unless expressly assumed by them, provided such assumption shall not relieve such Owner of such obligation if the same is not paid when due by the successor assuming it.

(4) Exempt Property. The assessments, charges and liens created under this paragraph 18 shall not apply to the Common Areas. Any Lot which Developer may designate for common use as part of the Common Areas or otherwise shall be exempt from the assessment and charges created therein.

(5) Annual Maintenance Assessment. The annual assessment shall be fixed by the Association's board of directors, and shall be in an amount which will be sufficient in the judgment of the board to provide funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year.

(6) Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have the approval of 2/3 of the members.

(7) Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate and to the extent allowed by law. The Association, its agents and representatives, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot to which the assessment relates, and interest, costs and reasonable attorneys' fees for

such action or foreclosure shall be added to the amount of the assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his Lot.

(8) Subordination to the Lien of Mortgages. The liens provided for herein shall be subordinate to the lien of any mortgage on any Lot if, but only if, all assessments with respect to such Lot having a due date on or prior to the date of such mortgage as filed for record have been paid. The lien and permit charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgage property pursuant to a sale under power contained in such mortgage. The sale or transfer of any Lot shall not affect any assessment lien. The sale or transfer of any Lot which is subject to any mortgage pursuant to a foreclosure thereof or under a power of sale or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. The Association shall have a lien upon the proceeds from the foreclosure or of sale junior only to the aforesaid foreclosed first mortgage but senior to the equity of redemption of the mortgage owner. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions the day and year first above written.

PLUMMER DEVELOPMENT, INC.

(CORPORATE SEAL)

ATTEST: Jerry Plummer  
Its Secretary

BY: Jerry Plummer  
Its President

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF MONTGOMERY )

I, a Notary Public in and for said County and State aforesaid, do hereby certify that TERRY W. PLUMMER, personally known to me to be the President and Secretary of PLUMMER DEVELOPMENT, INC., a Corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary, he signed and delivered the said instrument in writing 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 his 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 notarial seal this 9 day of AUGUST, 2000.

  
Notary Public



MORTGAGEE CONSENT

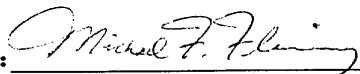
Litchfield National Bank, a National Banking Association, holder of a note or notes secured in part by certain mortgages hereinbelow described, secured by Prairie Place Estates First Addition, hereby consents to the execution and recording of the above and foregoing Declaration of Covenants, Conditions and Restrictions for the benefit of Prairie Place Estates First Addition, and hereby submits said mortgages to the provisions of the above and foregoing Declaration of Covenants, Conditions and Restrictions for the benefit of Prairie Place Estates First Addition. The mortgages held by Litchfield National Bank are described as follows:

First Mortgage in the amount of \$100,000.00 dated April 6, 1999, recorded April 7, 1999 in Book 491, page 269 as Document Number 376681, Second Mortgage in the amount of \$16,000.00 dated October 13, 1999, recorded October 25, 1999 in Book 537, page 304 as Document Number 380707, Third Mortgage in the amount of \$17,059.00 dated April 17, 2000, recorded April 18, 2000, in Book 573, page 249 as Document Number 383936, Fourth Mortgage in the amount of \$16,058.00 dated June 14, 2000, recorded June 19, 2000, in Book 586, page 224 as Document Number 385041, Fifth Mortgage securing a Letter of Credit dated July 5, 2000, recorded on July 20, 2000, in Book, 593, page 190 as Document Number 385598, and Sixth Mortgage in the amount of \$250,000.00 dated July 5, 2000, recorded July 20, 2000 in Book 593, page 191, as Document Number 385599.

IN WITNESS WHEREOF, said Litchfield National Bank, a National Banking Association, has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Litchfield, Illinois, on this 9th day of August, 2000.

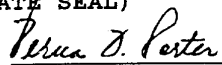
LITCHFIELD NATIONAL BANK, a  
National Banking  
Association

BY:

  
Its Vice President (Michael F. Fleming)

(CORPORATE SEAL)

ATTEST:

  
Its Secretary (Verna F. Porter)

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF MONTGOMERY )

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Michael F. Fleming, personally known to me to be the            Vice            President of the Litchfield National Bank, a National Banking Association, and Verna F. Porter, personally known to me to be the            Secretary of said banking association, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such            Vice            President and            Secretary, they signed and delivered the said instrument of writing as            Vice            President and            Secretary of said banking association and caused the corporate seal of said banking association to be affixed thereto, pursuant to authority given by the Board of Directors of said banking association, as their free and voluntary act, and as the free and voluntary act and deed of said banking association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of August, 2000.

Michelle D. Sweet  
Notary Public

