

-----[Space Above This Line for Recording Data]-----

RESTRICTIVE COVENANTS

The undersigned, (hereinafter referred to as the “Owner”) being the legal owner of the following described real estate, to-wit:

Part of the Southwest Quarter of Section 34, Township 1 South, Range 3 East of the Third Principal Meridian, Jefferson County, Illinois, Beginning at a right of way marker (found), marking the Northeast corner of the Southwest Quarter of Section 34, thence South 1° 20' 30" West, along the East line of the Southwest Quarter of said Section 34, a distance of 2651.90 feet to an iron pin (found), thence North 89° 23' 09" West, along the South line of the Southwest Quarter of Section 34, a distance of 1636.07 feet to an iron pin (set), thence North 2° 25' 13" East, a distance of 842.41 feet to a post (found), thence South 89° 56' 53" West, a distance of 634.95 feet to an iron pin (set), thence North 2° 01' 16" East, a distance of 1038.71 feet to a concrete monument (set), thence North 70° 20' 56" East, a distance of 337.23 feet to an iron pin (set), thence North 2° 01' 16" East, a distance of 264.84 feet to an iron pin (set), thence South 89° 05' 04" East, a distance of 660.00 feet to an iron pin (set), thence North 2° 01' 16" East, a distance of 384.87 feet to an iron pin (set) on the South Right of Way line of County Highway 2, the following 2 calls are along the South line of County Highway 2, thence South 89° 05' 04" East, a distance of 916.38 feet, thence in a Northeasterly direction along a curve to the left, an arc distance of 292.57 feet to the North line of the Southwest Quarter of Section 34 (said curve having a radius of 1186.30 feet, whose chord bears North 82° 59' 29" East, and having a chord distance of 327.40 feet), thence South 89° 09' 27" East, along the North line of the Southwest Quarter of said Section 34, a distance of 19.64 feet to the point of beginning (further reference being made to the subdivision plat of Jefferson Fields Subdivision, recorded at Book _____ Page ____ in the Jefferson County Recorder’s Office), situated in the County of Jefferson and State of Illinois.

(hereinafter referred to as the “premises”), does hereby establish and set forth the following restrictions covering the premises, to-wit:

RECITALS

Whereas, each and every one of these covenants, conditions, reservations and restrictions (which said terms in the context of this instrument shall be deemed interchangeable) is and all are for the benefit of each owner of each and every parcel or subdivided lot of the premises described herein, or any interest therein, and shall inure to and pass with each and every parcel or subdivided lot of said premises, shall run with the land, and shall bind the respective successors in interest of the present owner thereof; and;

Whereas, it is the intent of the undersigned to subdivide and develop the premises within the context of a general plan and scheme of development whereby persons may purchase one (1) acre or larger subdivided lots of the premises for construction and development of single family residences.

Now therefore, the following restrictions are hereby established:

RESTRICTIONS

1. Setback Lines: Any and all buildings and structures built on the premises shall be set back a minimum of 30 feet from the front lot line and 30 feet from any side or rear lot line.

This restriction shall not apply to fences.

2. Off Street Parking and Driveways: Off street parking shall be required in sufficient amount to allow a person owning a subdivided lot of the premises to park any and all motor vehicles reasonably anticipated to be regularly parked on such part of the premises. A person owning a subdivided lot of the premises shall provide a private driveway off of the private road to that person’s property for purposes of serving such subdivided lot. All private driveways shall, at

a minimum, be constructed of white gravel sufficient to support vehicular traffic; however, a person owning a subdivided lot may construct the private driveway serving such lot of concrete, asphalt or A-3 chip and oil materials.

3. Homes and Residential Structures: Any and all buildings and structures intended to be used for or actually used for residential purposes on the premises:

A. Shall not be constructed of asbestos siding, roll siding or concrete block.

B. Shall be completed within one (1) year of the commencement of construction of such building or structure;

C. Shall have a minimum square footage of fifteen hundred (1,500) square feet, which exclusive of porches, garages, basements, carports, storage buildings, and screened in porches.

D. Shall not be duplexes, triplexes, or other multiple-dwelling unit structures;

E. Shall be supplied with proper sanitary and sewage facilities, public utilities, and public water service; and,

F. Shall be property landscaped and seeded to grass.

4. Sanitary Sewer Service: Each subdivided lot of the premises, at a minimum, shall be served by proper sanitary and sewer services as follows:

A. A sand filter capable of adequately treating the sewage anticipated to be produced on the subdivided lot of the premises, excluding sewage or waste created by animals, to a standard of noncontaminated water as defined by the Illinois Environmental Protection Agency.

B. Appropriate service lines and sewage system allowing the discharge from the sand filter to flow into an open ditch or drain. Said ditch or drain shall carry such discharge away from the residential structures in to the natural drainage of the premises.

C. Septic tanks shall not be placed on the premises.

D. Sewage and waste created by animals shall be properly disposed of in a conservationally sound manner, and pending disposal, shall be kept in compost piles at least seventy-five (75) feet from any subdivided lot line.

E. No mobile homes shall be allowed on the premises. Except as allowed under Paragraph 14 below, no prefabricated residential structures or modular homes shall be allowed on the premises. No temporary structure, camper, motor home, tent, garage, or outbuilding shall be used as a residence for longer than ten (10) days. No basement (in earth) homes shall be constructed on the premises.

5. **Lot Size.** The premises shall not be subdivided into lots or parcels of a total area of less than one (1) acre.

6. **Drainage:** No person shall alter or unreasonably restrict or unreasonably increase the natural flow and drainage of surface water runoff. This provision is not intended to restrict the reasonable and conservationally sound construction of ponds, drains, drainage ditched, or other water reservoirs.

7. **Use of the Property:** The premises shall be used only for:

A. Single-Family Residential purposes, which shall be defined as a group of 8 or fewer persons living in a single structure.

B. A person owning a subdivided lot of the premises on which a single family residential structure has been constructed may also construct a maximum of two (2) accessory buildings, exclusive of a garage attached to the residential structure. Such accessory building(s) shall not exceed three thousand six hundred (3,600) square feet in the aggregate, and no single accessory building shall exceed two thousand four hundred (2,400) square feet in size.

C. The premises shall not be used for commercial or business purposes.

8. Livestock and Animals: No animals, swine, poultry or other livestock shall be allowed on the premises, except:

A. Four (4) or fewer domestic pets (dogs, cats and similar domesticated pets) or any breed per subdivided lot of the premises;

B. Two (2) or fewer horses or any breed per one (1) acre of the premises, whether or not subdivided, provided that the horses are properly stabled in outbuildings or barns, and are property fenced in pastured areas. However, in no event shall the number of horses per subdivided lot of the premises exceed twelve (12) regardless of the area, size or acreage of the subdivided lot.

9. Garbage. No person shall dump, place, fill, or allow to accumulate for longer than thirty (30) days any garbage, refuse, trash, junk, debris, junk, unmovable or inoperable motor vehicles. All garbage, trash or refuse shall be kept in sanitary containers pending removal from the premises. Any and all incinerators or disposal equipment shall be kept in a clean and sanitary condition. No person shall operate a landfill, private or public, for the disposal of waste materials, garbage, debris or refuse whether generated on the premises or elsewhere. No person shall allow the growth of noxious weeds. With regard to yards immediately surrounding homes and other structures, no person shall allow grass to grow in excess of twelve (12) inches in height.

10. Severability: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

11. Term: These covenants shall run with the land and shall be binding on all parties owning subdivided lots or parcels within the premises, and all persons claiming under them, for a term of 25 years from the date of recording, at which time said covenants shall be automatically extended

for successive periods of ten years unless, by a vote of at least seventy (70%) percent of the owners of subdivided lots or parcels within the premises, it is agreed to change, release or amend said covenants in whole or in part. Any changes in the provisions of this indenture shall be evidenced in writing and by the recording of the same in the proper office.

12. Remedies and Enforcement: Any person benefitted hereunder shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them or to recover damages for such violation. The prevailing party in any such suit brought in a court of competent jurisdiction for purposes of enforcement of these covenants shall be entitled to recover his costs and attorney fees incurred in such suit, whether such person is the defendant or the plaintiff.

13. Architectural Committee: An Architectural Committee is hereby formed for the purpose of maintaining compliance with these restrictions and maintaining the general character of the premises. Said Architectural Committee shall review and approve or deny any and all site plans for the construction of any structure, home, building, garage, accessory building or outbuilding. The Architectural Committee shall initially consist of three (3) members who shall serve for a term of three (3) years from the date of recording of this instrument in the Jefferson County Recorder's Office. The initial members shall be Thomas York, William York and Amy Pyle. At the end of said three (3) year term, the owners of the premises may convene after mailing written notice to each record owner of the premises (addresses to be determined by the last available tax bill on file with the Jefferson County Supervisor of Assessments Office), and at such meeting may elect new members by simple majority vote of those owners present to the Architectural Committee, who shall serve for a period of three (3) years, after which this process shall repeat.

14. Site Plan Approval: Prior to any construction of any building, home, or structure, a person desiring to construct any such building, home, or structure, whether a house, building, barn, garage, or out-building, such person shall file a site plan with the Architectural Committee for review. Said site plan shall depict:

- A. northpoint;
- B. scale;
- C. date;
- D. Boundaries of the property involved;
- E. Location of all public and private easements and utility and water lines, and existing streets;
- F. Topography of the project area with contour intervals of five feet or less unless waived by the Architectural Committee;
- G. Location of culverts, drains, ditches and other drainage mechanisms;
- H. Location of sanitary/sewer lines; and,
- I. Location, size, and character of proposed project and proposed structures; and,
- J. The name, telephone number and address of the person proposing the site plan.

The Architectural Committee shall review the site plan and shall hold a hearing within twenty (20) calendar days of receiving the site plan, and shall serve certified mail notice stating the date, time and place of such hearing upon the person proposing the site plan at that address stated on the site plan as required under subparagraph J above, which such notice shall be the only notice required. The person proposing the site plan shall appear before the Architectural Committee and submit himself or herself for questions. Failure to appear shall result in denial of the site plan. The Architectural Committee shall, in its sole discretion, approve or deny the site plan within ten (10)

days of said hearing. Said approval or denial of such site plan shall be in writing, unless waived by the person proposing the site plan, and shall explain the reasons for the denial or approval. An approval or denial shall be based on the site plan's conformance with these restrictions, the general health, safety, and welfare of the owners of the subdivided lots of the premises, and the conformance of the site plan with the general character of the surrounding properties.

The Architectural Committee shall deny any and all site plans proposing the construction of prefabricated or modular homes unless the person proposing the site plan adequately demonstrates to the satisfaction of the Architectural Committee:

- A. That the prefabricated structure conforms to the standards of "stick built" wood homes; and
- B. That the prefabricated structure will not depreciate the general character of the surrounding properties; and
- C. That the prefabricated structure will not materially diminish the value of the surrounding properties.

IN WITNESS WHEREOF, this Restrictive Covenants document has been executed on the date set forth below.

The undersigned, Thomas L. York, President of Compass West, Inc., an Illinois corporation, being the managing member of Compass Field, LLC., being first duly sworn, hereby affirm that as of the _____ day of _____, 2003 and is the sole owner of the premises described herein.

Compass Field, LLC.

By: _____
Thomas L. York, President of Compass West, Inc., an Illinois corporation, its sole member

STATE OF ILLINOIS)
 :SS
COUNTY OF EFFINGHAM)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do
HEREBY CERTIFY THAT Thomas L. York , personally known to me to be the President of
Compass West, Inc., an Illinois Corporation, who is the sole member of the Grantor, Compass
Field, LLC, and personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and severally acknowledged that as
such Member, he signed and delivered the said instrument as Member of said company, as the free
and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2003.

Notary Public

This instrument prepared by:
TAYLOR LAW OFFICES, P.C.
122 E. Washington
P.O. Box 668
Effingham, Illinois 62401

U:\Matt\Real Estate\TRANSACTION\Tom York\Compass Fields LLC\Restrictive Covenants.wpd-**lh**