

DECLARATION OF COVENANTS AND RESTRICTIONS

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots in the Dimmick Fields, the following conditions, restrictions and covenants shall run with the land and thereby be in affect in perpetuity and insure to the benefit of the heirs, executors, administrators and assigns of their Grantees. Invalidity of any one of these covenants or restrictions either by judgment or by order of decree of court shall in no way effect any of the other provisions, all of which shall remain in full force and effect.

GENERAL PROVISIONS

These Bylaws are established to provide for administration of common areas for park and recreational use of all the property owners (and their guests) in Dimmick Fields and to allow the Associations to provide for a uniform administration of garbage and refuse removal services.

Furthermore, this Declaration is intended to subject the "Dimmick Fields and Common Areas", and the lots located therein, to the covenants, conditions and Restrictions set forth below for the purpose of protecting the value and desirability of the Property and the Lots, and for the purpose of distributing among the lot owners the cost of maintaining and operating the Common area located within the Subdivision and any improvements constructed thereon.

ARTICLE I BUILDING REQUIREMENTS

1. A closed garage must be built attached to the dwelling, not less than two car nor more than four.
2. No dwelling erected on any lot in said subdivision shall exceed two stories in height. No old homes or any type of old building shall be moved upon said described properties for building or remodeling.
3. No abandoned or inoperable vehicles are to be allowed on the premises. Any vehicle that cannot be driven for a period of seven (7) days is hereby declared inoperable. Any vehicle stored in a closed garage at all times shall not be considered inoperable or abandoned.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot of the foresaid tract shall at any time be used as a residence or living quarters temporarily or permanently, nor shall any structure of a temporary character be used as a residence or living quarters.
5. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes, and shall not be kept except in sanitary containers. Equipment for the disposal and storage of such material shall be kept in a clean and sanitary conditions at all times.
6. No excess excavated earth shall be removed from the development unless written approval is obtained from Dimmick Fields. All such material shall be deposited at a location within the development as may be designated by Dimmick Fields.
7. John Pohar III, hereinafter referred to as Developer, must approve all building plans.
8. MINIMUM LIVING AREA – The gross interior living space of the house must meet the following minimum area requirements. Portions of the house, which are below the finished grade elevation or are unfinished, will not be included within the minimum area calculation. Garages, porches and balconies will not be included within the minimum living area calculation.

One Story – 1700 Square Feet
Other than One Story – 2400 Square Feet
9. Exterior of the residence must be complete within nine (9) months of excavation start. All driveways shall be paved with concrete, bituminous paving or decorative brick. Driveways and landscaping must be completed within one year. All foundations shall be designed to conform to finished ground elevations and a maximum of six (6) inches of exposed foundation shall be visible in the front from the street. The brick ledge should be set or nailer strips provided to assure that the siding materials conforms to this.
10. All of the lots are to be known as residential lots, and no building shall be erected or maintained thereon unless it be a dwelling house equipped for occupancy as a private residence by a single family only.
11. No business of any kind shall be conducted on any residence, provided however, a home occupation as herein defined shall not be construed as a business. Home occupation shall be defined as an occupation carried on only by members of the family residing

on said lot within a residential building and shall not include the use of any mechanical equipment other than that which is usual for purely domestic or hobby purposes and further shall not include exterior display or exterior signs. There shall be no exterior storage of equipment or materials used in such home occupations. Home occupations shall not include any wholesale or retail businesses unless conducted entirely by mail or telephone which do not involve the sale, receipt or delivery of merchandise on the premises and shall further not include any manufacturing business, any service establishment of any kind operating on or from the premises, any clinic, hospital, barber shop, public stable, dog kennel, restaurant, veterinary or animal hospital nor any other activity which produces noxious matter, as a public hazard or nuisance or in any manner depreciates the value of surrounding property.

12. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs and shall be completed within ten (10) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.
13. All utilities served from public easements are to be located underground.
14. Drainage swales shall be constructed along the side and rear lot lines as required to provide positive surface drainage from each lot.
15. No homeowner shall maintain an exterior radio, television aerial or antenna or satellite dish without written approval of the developer. Approval will require good appearance, small size or screening.
16. Containers for fuel, garbage or other refuse shall be underground or in a screened sanitary enclosure which must be compatible in appearance and location to the previously constructed main dwelling unit. Any such screened enclosure must exceed in height by at least one (1) foot any containers placed or to be placed therein. Regular use of garbage incinerators is not permitted.
17. The Developer may modify these restrictions prior to the time all lots are sold as may be required to meet the requirements of governmental agencies, lending institutions, or for any other reason deemed by the Developer to be in the best interest of Dimmick Fields property owners. After all lots are sold, any modification will require the written approval of at least 75% of the property owners (one vote per lot).
18. No boat, boat accessories, boat trailers, U-hauls, recreations vehicles, trucks over 3/4 ton, or similar items shall be allowed to be stored or parked outside on said premises for more than two (2) weeks each year, unless in a closed storage building, or concealed behind an ornamental fence, away from the general view. Motorcycles, snowmobiles or dune buggies must not be parked outside, but only in a closed garage.
19. No animals (domestic or wild), livestock or poultry of any kind shall be raised, bred or kept on said parcel, except dogs, cats and other household pets may be kept provided that they are not kept or maintained for any commercial purposes. Pets are to be kept on the owner's property at all times, but not confined to any kind of pen or continually chained to one area. Pets not to exceed two per lot owner. Exceptions approved by the developer.
20. 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.
21. Grass, weeds and vegetation shall be kept mowed at regular intervals so as to maintain the grounds in a neat and attractive manner.
22. No vacant lot shall be sold by the owner without first submitting to the Developer the name of the prospective purchaser and the terms of contract of sale. The Developer shall, within ten (10) days of receipt of said intended sale, either elect to purchase said property on the terms and conditions as set forth in said contract for sale or approve the sale. Failure on the part of the Developer to make such election within said ten (10) days shall be deemed an approval of said sale.
23. No initial construction or alteration to the exterior of any existing building of any type shall take place without the prior written approval of the Developer. Approval will be given only after construction plans have been submitted to the Developer, which specifically define the:
 - a. Size of building
 - b. Exterior design, color and finish, all colors are to be wood tones, earth tones (subdued browns, golds, grays, greens). These being preferred or harmonious brick or white.
 - c. Location of lot.
 - d. Elevation of the building.

- e. Landscaping plans.
- f. Drainage plans.
- g. Driveway.

24. The developer shall have the right to refuse or require modification to any building plans on any grounds, including purely aesthetic considerations. To be approved, building plans must be in keeping with the overall development concept of Dimmick Fields and specifically adhere to the following:

a. Construction

- i. All buildings shall be constructed of new and durable materials though non-new materials may be used for decorative purposes only.
- ii. No building shall exceed two stories in height, not counting basement.
- iii. Metal roofs are not permitted.
- iv. Single, unbroken roofs covering the entire structure are not recommended.
- v. No prefabricated housing allowed.
- vi. No roll paper or imitation brick or shingle exterior or asphalt or granular composition is allowed.

Paragraphs iii, iv, v and vi above are examples of aesthetic considerations to be taken into account in approval of plans.

- vii. Two or more adjacent lots may be used as a single building site. However, such a site may not be subsequently subdivided without the prior written consent of the Developer. No single lot may be subdivided under any circumstances.
- viii. The owner of each individual lot to avoid any habitual use of on-the-street parking shall provide adequate off-street parking spaces. The driveway may be counted in computing such off-street parking.

25. No outbuilding, which contains more than five hundred (500) square feet, shall be constructed on any lot. The aforesaid outbuilding must be constructed of the same exterior materials as used in the main dwelling on said lot, and said outbuilding must be in architectural harmony with the main dwelling on said lot no more than one (1) outbuilding may be constructed on any one (1) lot. Outbuilding plans must be approved by the developers or their heirs or agent prior to erecting.

26. Driveways are to be constructed so as not to change the contour or drainage pattern of the area.

27. All mailboxes will be uniform in size, shape and material and approved by the property owners.

28. Individual Treatment Systems:

- a. Individual sewage disposal systems shall conform to the "Private Sewage Disposal Licensing Act and Code," State of Illinois, Department of Public Health 2003 or latest version thereof. The work shall also conform to the applicable county regulations.

29. All entrance culverts shall be new corrugated steel culvert pipe according to the standard specifications for road and bridge construction. The Dimmick Township Highway Commissioner should be contacted for culvert diameter and length prior to any culverts being placed in the ditch.

30. The developer may modify these restrictions prior to the time all lots are sold as may be required to meet the requirements of governmental agencies, lending institutions, or for any other reason deemed by the Developer to be in the best interest of property owners. After 18 of the 20 lots are sold, an Association will be developed between the Developer and the landowners. Any modifications thereafter will require written approval of the Association.

31. After Lots 280, 284, 288, 3273, 3275 and 3283, hereafter "lake lots" are sold a Lake Lot Association will be developed between the Developer and the owners of the lake lots. The Lake Lot Association shall be responsible for any and all dredging, weed control, aeration, stocking, chemical treatment and rules and regulations concerning use and maintenance of the lake. The Lake Lot Association shall also be responsible for all storm sewer pipes, drainage structures and drainage ditches located on the lake lots and not located within the right-of-way of any public roadway. No builder or owner of any lake lot shall in any way allow, permit or do any filling or alteration of the drainage easements shown on the recorded plat of subdivision, nor alter any storm sewer pipe or structure within the drainage easements, nor shall any structure be built thereon, permanent or temporary.

32. Drainage tiles or curtain drains were installed by the Developers along the backs of all lots to reduce the impact of the seasonal high water table on the sewage disposal systems. These drain tiles shall be for ground water and connection of sump pump discharges only and no sewage disposal systems shall drain into these tiles.
33. No surface discharges of treated effluent from private sewage disposal systems will be allowed from lots in the development. All effluent from aerobic treatment plants must discharge to a subsurface absorption area, which meets all county and state requirements.
34. The Developer has designated specific locations on each lot for the installation of private sewage disposal systems. The sewage disposal systems must be installed in the designated areas. These designated sewage disposal areas shall be maintained so that they are free from encroachment by driveways, accessory buildings, swimming pools, parking areas, buried lawn sprinklers, underground utilities, patios, slabs, additions to the original structure or any structure which reduces the available space for or limits free access to the system for maintenance, servicing or proper operation.
35. The required subsurface seepage field for all Lots in Diminick Fields shall be comprised of a minimum of 290 square feet per bedroom.

These covenants are to be considered supplementary to all other applicable ordinances and laws. In cases where other ordinances or laws are more restrictive than these covenants, the other ordinances or laws shall apply.