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Tx:4024860

2012R-05599
GEORGIA VOLM
ADAMS COUNTY CLERK/RECORDER
ADAMS COUNTY, ILLINOIS
RECORDED ON
05/30/2012 11:10 AM
REC FEE: 31.00
GIS RECORDER FEE: 1.00
GIS COUNTY FEE: 19.00
RHSP HOUSING FEE: 10.00

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, Robert E. Short and Tami F. Short, husband and wife, owners of Lot A and B, Eric K. Smith and Tao C. Smith, husband and wife, owners of Lot C, Randall G. Greenwell and Julie A. Greenwell, husband and wife, owners of Lot D, Rick E. Jones and Amy L. Jones, husband and wife, owners of Lot E and Brent W. Bockenfeld, a married person whose spouse has no homestead interest, owner of Lot F, all of which said descriptions are attached hereto and fully made a part hereof, do hereby make and establish the following Protective Covenants which shall include and be binding upon those contiguous tracts of land, legally described in Lots A through F, attached hereto and fully made a part hereof, all situated in the County of Adams and State of Illinois, known commonly as to Lucinda Lane Subdivision. These Covenants shall take effect immediately upon recording hereof and shall be binding upon said Tracts A through F.

Said Covenants are hereby set forth in a Settlement Order entered August 1, 2011, by Robert K. Adrian, a copy of which is attached hereto and marked as Exhibit 1.

The invalidation of any one of these covenants by Judgment or Order of the Court of record shall in now way effect any of the other provisions herein contained.

IN WITNESS HEREOF, the undersigned owners of said tracts have executed this document on this 25th day of January, 2011.

LUCINDA LANE DEVELOPMENT

Covenants and Restrictions

Structures and materials:

In general, every lot is a residential lot and shall be used exclusively for single family residential purposes. No business is permitted to be operated on any lot.

No structure of a temporary character, trailer, modular or pre-manufactured home, single wide mobile home, whether or not located on a foundation, basement, tent, shack, garage, barn or other out building shall be used on any parcel at any time as a residence, either temporarily or permanently, nor shall trailer or mobile home parks be permitted on any tract.

Any permanent residential structure constructed on a parcel shall be at least 2,000 square feet in living area, and this does not include a basement, garage, breezeways, terraces, car ports or porches (whether or not enclosed by screens or otherwise). Only an above ground stick built home will qualify as a residential structure.

The finished exterior of every building constructed or placed on any lot shall be of material other than tar paper, rollbrick siding or any other similar material. The dwelling on any lot shall be of standard construction materials or goods. The front of the residential structure shall be predominantly brick or stone.

An attached private garage must be provided for each lot.

All driveways shall be concrete and maintained in good condition.

No outbuilding shall be constructed in the main view for the property unless it is designed to match the residential structure.

Lots may not be re-divided except to increase the size of adjoining lots. If re-divided, the appropriate adjoining lot combined with the re-divided lot shall thereafter be treated as a single lot with side yards and other setback lines considered appropriately altered.

Set Back Requirements:

In general, except as may be otherwise provided in these restrictions or on a plat, no dwelling, house, or above grade structure shall be constructed or placed on any numbered lot (except fences and walls, the placement of which is provided for hereafter) nearer to any lot line than thirty (30) feet and nearer to the road than forty (40) feet.

Front, side and rear yards shall be established in accordance with the minimum prescribed by the ordinances of the City of Quincy, Adams County, Illinois, or as shown on the Plat, if any, whichever applies and whichever is greater.

Fences or Walls:

No fence or wall shall be erected or constructed neared to the front lot line than the minimum building

setback lines shown on the recorded Plat or set forth herein. No fence or wall shall be erected or constructed between the building line and the curb, and no fence or wall shall exceed six feet in height.

Maintenance and upkeep:

No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the remaining tracts.

The owner of each lot shall at all times maintain said lot and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly, and specifically, such owner shall:

- Mow said lot as such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.
- Remove all debris or rubbish from such lot.
- Prevent the existence of any other condition that reasonably tends to detract from or diminish the appearance of said lot.
- Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance as to avoid their becoming unsightly.
- Keep and maintain driveways, entranceways, and parking areas for a lot dust free from and after not later than one (1) year following the initial occupancy of a dwelling.

General:

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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 construction and sales period.

No animals, livestock, swine, or poultry of any kind shall be kept, raised, bred or maintained on any lot except the usual household pets, provided they are not kept, raised, bred or maintained for commercial purposes, and provided further that they are not wild or dangerous or considered feral nature by law. Permitted pets shall not be allowed to roam freely.

No lot shall be used or maintained as a dumping ground for rubbish, garbage, or litter. Litter, trash, garbage, ashes or other waste or refuse shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Materials placed out for garbage collection, yard waste collection or recyclable collection shall be placed at the designated collection point no sooner than 24 hours before the scheduled collection day. All containers for curbside collection must be removed by the owners not later than 24 hours after scheduled collection.

No salvage yard or "junk yard" shall be permitted on any parcel, nor shall inoperable motor vehicles be kept on any tract.

Trucks, trailers, boats, mobile campers, and recreational vehicles must be stored or parked (a) in the attached garage or (b) in a permanent off street covered structure which meets the outbuilding requirements set forth here in, or (c) one low profile vehicle such as a trailer or small boat (excludes mobile homes, campers, buses, trucks, construction equipment, or large boats) may be kept on a

concrete pad out of the main view of the property, or they are otherwise prohibited, except while being used for a temporary purpose not to exceed 72 hours may be parked on the driveway of the lot.

Lake:

Lot owners, residents, or guests accompanied by a lot owner will have access and use of the lake for recreational and other purposes including placement of geothermal heating and cooling system lines and water drainage. Such access will be limited to the west side of the lake.

Debris or foreign material should be prevented from entering lake property. When such debris or foreign material has entered the lake, owner of the property from which it came should remove same immediately. No material or drainage shall be allowed to enter the lake other than natural water runoff.

Power boating activities on the lake will be limited to outboard type boats powered by electric motors only. Horsepower of boats powered by electric motors to be limited to five horsepower. No watercraft or boat may be stored on lake property other than by lake owners.

Effective Date:

These changes are effective on the date this agreement is filed. All structures completed prior to this date are exempt from the requirements herein.

Term and Amendment:

These covenants shall run with the land and shall be binding upon all the parties and persons claiming under them for a period of thirty years from the date these restrictions are recorded, at which time said covenants shall be automatically extended for successive periods of ten years unless by agreement of 80% of all the then owners of the above described real estate, it is agreed to change said covenants in whole or part. These covenants shall not be changed or modified for a period of not less than four years after filing date at which time 80% of the then owners of the lots may agree to change said covenants in whole or in part. In determining the owners of the lots, each owner shall have a single right whether the owner of one of more lots or a lot created by subdividing an adjoining lot. If there are multiple owners of a lot, a majority in interest shall exercise the right of the lot. If there are two owners having an equal interest, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first named in the deed or other instrument conveying such lot shall exercise the right.

Violation and Enforcement:

If anyone affected hereby shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning any parcel of said real estate subject hereto to prosecute any proceeding at law or in equity against any party violating or attempting to violate any such covenant to prevent that party from so doing or to recover damages for such violation or violations or for such other legal or equitable relief as may be allowed. In addition, the party found to be in violation of any covenant shall be liable to the person or persons prosecuting such violations for the expenses of such prosecution including reasonable attorney's fees and other litigation expenses incurred. Any judgment against any party found to be in violation shall include the amount of such expenses in favor of the person or persons prosecuting such violation. The rights and responsibility for enforcement of these covenants is with each property owner.

Signatures:

Lot A:

Robert Short
Robert Short

Lot B:

Robert Short
Robert Short

Lot C:

Eric K Smith
Eric Smith

Lot D:

Randall Greenwell
Randall Greenwell

Lot E:

Rick Jones
Rick Jones

Lot F:

Brent Bockenfeld
Brent Bockenfeld

Tami Short
Tami Short

Tami Short
Tami Short

Tao Smith
Tao Smith

Julie Barry
Julie Barry

Amy Jones
Amy Jones

[Signature]

Lot A & B:

Robert E. Short
Robert E. Short

Tami F. Short
Tami F. Short

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

I, Bruce R. Sampson, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Robert E. Short and Tami F. Short, husband and wife, each in his and her own right, and each as the spouse of the other, respectively, 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of October, A.D. 2011.

Bruce R. Sampson
Notary Public

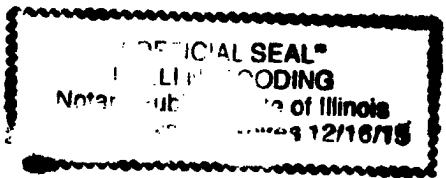


Lot C:

Eric K. Smith
Eric K. Smith

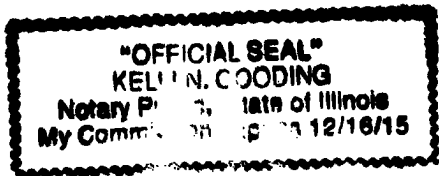
Tao C. Smith
Tao C. Smith

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)



I, Kelli N. Gooding, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Eric K. Smith and Tao C. Smith, husband and wife, each in his and her own right, and each as the spouse of the other, respectively, 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25 day of January, A.D. 2011.



Kelli N. Gooding
Notary Public

Lot D:

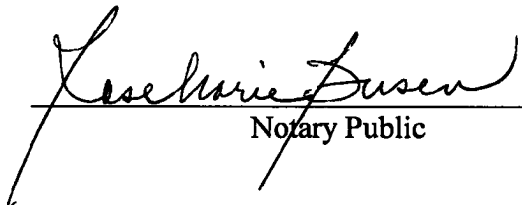

Randall G. Greenwell


Julie A. Greenwell

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

I, Rose Marie Busen, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Randall G. Greenwell and Julie A. Greenwell, husband and wife, each in his and her own right, and each as the spouse of the other, respectively, 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10 day of Sept., A.D. 2011.


Notary Public



Lot E:

Rick E. Jones
Rick E. Jones

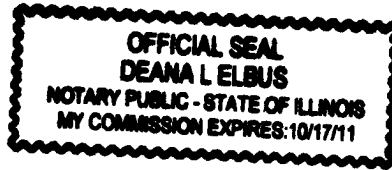
Amy L. Jones
Amy L. Jones

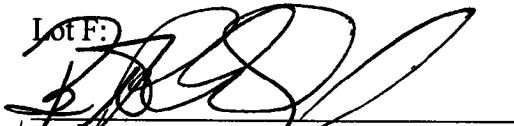
STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

I, Deana L Elbus, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Rick E. Jones and Amy L. Jones, husband and wife, each in his and her own right, and each as the spouse of the other, respectively, 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of October, A.D. 2011.

Deana L Elbus
Notary Public

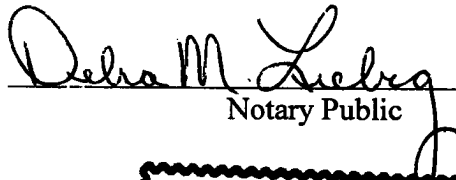


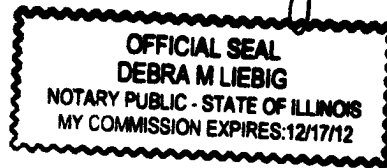
Lot F:

Brent W. Bockenfeld

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

I, Debra M. Liebig, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Brent W. Bockenfeld, a married person, whose spouse has no homestead interest, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of November, A.D. 2011.


Notary Public



LOT A:

Part of the Southeast Half of the Southeast Quarter of Section Three (3), Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, described as follows:

Commencing at a stone at the Northeast corner of said quarter quarter section, thence South 00 degrees 33 minutes 03 seconds East 326.10 feet along the East line of said Southeast Quarter to a point on the South line of the North 50 acres of the East Half of said Southeast Quarter, thence leaving said East line South 89 degrees 12 minutes 18 seconds West 15 feet along said South line to the TRUE POINT OF BEGINNING, thence leaving said South line South 48 degrees 33 minutes 49 seconds West 245.55 feet, thence South 25 degrees 10 minutes 50 seconds West 25.05 feet, thence South 89 degrees 12 minutes 18 seconds West 1103 feet to the West line of said quarter quarter section, thence North 00 degrees 13 minutes 52 seconds West 182.46 feet along said West line to the Southwest corner of said North 50 acres, thence North 89 degrees 12 minutes 18 seconds East 1298.50 feet along said South line to the true point of beginning, containing 5 acres, more or less.

Together with a non-exclusive access easement over a 15' wide road adjoining the above property on its East side and extending North over the East 15 feet of the North 50 acres of the East Half of the Southeast Quarter of said Section Three (3) to the public road commonly known as Quincy and Burton Road.

Reference is hereby made to plat of survey recorded in Book 610 of Plats at page 10737.

LOT B:

Part of the Southeast Quarter of the Southeast Quarter of Section Three (3), Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, described as follows:

Commencing at a stone at the Northeast corner of said Quarter Quarter Section, thence South 00° 33' 03" East 326.10 feet along the East line of said Southeast Quarter to a point on the South line of the North 50 acres of the East Half of said Southeast Quarter, thence leaving said East line South 89° 12' 18" West 15 feet along said South line to a point, thence leaving said South line South 48° 33' 49" West 245.55 feet, thence South 25° 10' 50" West 25.05 feet to the TRUE POINT OF BEGINNING, thence South 15° 41' 01" West 160.16 feet, thence South 02° 01' 31" West 48.98 feet, thence South 89° 12' 18" West 1057.15 feet to the West line of said quarter quarter section, thence North 00° 13' 52" West 202.51 feet along said West line, thence North 89° 12' 18" East 1103 feet to the true point of beginning, containing 5 acres, more or less.

Together with an access easement over a 15' wide road adjoining the above property on its East side and extending North over the East 15 feet of the North 50 acres of the East Half of the Southeast Quarter of said Section Three (3) to the public road commonly known as Quincy and Burton Road, together with and subject to easements and restrictions as shown on Plat of Survey recorded in Book 610, at page 10737, situated in Adams County, State of Illinois

LOT C:

A tract in the Southeast Quarter of Section Three (3), Township Two (2) South of the Base Line. Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, described as follows:

Commencing at the Southeast corner of said quarter section (also being the Southwest corner of Lot Nine (9) of Eastatc Subdivision and the Southeast corner of a 5.57 acre tract), thence North 00° 33' 03" West along the East line of said quarter section (also being the West line of said Lot Nine (9) and the East line of said 5.57 acre tract) One Hundred Eighty-two and ninety-nine hundredths (182.99) feet, thence leaving said East line South 89° 12' 18" West Four Hundred eight and forty-one hundredths (408.41) feet along the North line of said 5.57 acre tract to the Southeast corner of a 5 acre tract and the ending point of the West line of Lucinda Lane, thence North 22° 04' 21" East along the West line of said lane to the TRUE POINT OF BEGINNING and the Southeast corner of this tract, thence continue North 22° 04' 24" East along said West line One Hundred Thirty-two and thirty-four hundredths (132.34) feet, thence continue along said West line North 02° 01' 31" East Eighty-seven and sixty-three hundredths (87.63) feet to the Northeast corner of this tract. South 89° 12' 18" West One Thousand Fifty-seven and fifteen hundredths (1057.15) feet to a point on the West line of said quarter section and the Northwest corner of this tract, thence South 00° 13' 52" East along said West line Two Hundred Eight and forty-seven hundredths (208.47) feet and the Southwest corner of this tract, thence North 89° 12' 18" East One Thousand Three and forty-eight hundredths (1003.48) feet to the true point of beginning, containing 5 acres, more or less. Together with an access easement over a Fifteen (15)

foot wide road (Lucinda Lane) adjoining the above property on its East side and extending North over the East Fifteen (15) feet of the North 50 acres of the East Half of the Southeast Quarter of said Section Three (3) to the public road commonly known as Quincy and Burton Road or State Street. Subject to a permanent easement over and under the East Ten (10) feet of the above described tract for public and private utilities for the benefit of the property to the South. Reference is hereby made to plat of survey recorded in Book 610 at page 16850 on which the above tract is designated as Tract C, all situated in Adams County, Illinois

LOT D:

Part of the Southeast Quarter of the Southeast Quarter of Section Three (3), Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, described as follows:

Beginning at the Southeast corner of said quarter quarter section (also being the Southwest corner of Lot Nine (9) of Eastate Subdivision), thence South 89 degrees 07 minutes 29 seconds West 1319.13 feet along the South line of said Southeast Quarter to a one inch iron pipe marking the Southwest corner of said quarter quarter section, thence North 00 degrees 13 minutes 52 seconds West along the West line of said quarter section 184.84 feet to a half inch iron bar, thence North 89 degrees 12 minutes 18 seconds East 1318.09 feet to a half inch iron bar on the East line of the Southeast Quarter, thence South 00 degrees 33 minutes 03 seconds East along said East line (also being the West line of said Lot Nine (9) of Eastate Subdivision) to the point of beginning, containing 5.57 acres, more or less.

Together with an access easement over a 15' wide road adjoining the above property on its North side and extending North over the East 15 feet of the North 50 acres of the East Half of the Southeast Quarter of said Section Three (3) to the public road commonly known as Quincy and Burton Road.

Reference is hereby made to plat of survey recorded in Book 610 of Plats at page 16850.

LOT E:

All of the South Half of the East Half of the Southeast Quarter of Section Three (3), situated in Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, excepting Ten (10) acres off the North end thereof;

Also, a part of the North Fifty (50) acres of the East Half of the Southeast Quarter of Section Three (3), situated in Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, which lies South and West of the road commonly known as the Quincy and Burton Road, particularly described as follows: Beginning at the Southeast corner of said Fifty (50) acre tract, thence West 15 feet, thence North to the South line of said Quincy and Burton Road to a point 15 feet West of the East line of said tract, thence Easterly along the South line of said road to the East line of said tract, and thence South to the place of beginning.

LOT F:

Part of the South Half of the East Half of the Southeast Quarter of Section 3 in Township 2 South, Range 8 West of the Fourth Principal Meridian, Adams County, Illinois, described as follows:

Commencing at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 3, thence South 00 degrees 33 minutes 03 seconds East 333.01 feet along the East line of said Southeast Quarter to the point of beginning; thence continuing along said East line South 00 degrees 33 minutes 03 seconds East 815.20 feet; thence leaving said East line South 89 degrees 12 minutes 18 seconds West 392.13 feet; thence North 22 degrees 04 minutes 24 seconds East 375.79 feet; thence North 02 degrees 01 minutes 31 seconds East 137.46 feet; thence North 15 degrees 41 minutes 01 seconds East 157.12 feet; thence North 25 degrees 10 minutes 50 seconds East 20.86 feet; thence North 48 degrees 34 minutes 41 seconds East 249.16 feet to the point of beginning, containing 4.51 acres more or less, being subject to and having the benefit of any easements and rights of way of record or not of record, all situated in the County of Adams and State of Illinois.

Civil/Short, et al./Bockenfeld legals

EXHIBIT 1

IN THE CIRCUIT COURT OF THE
EIGHT JUDICIAL CIRCUIT FOR
ILLINOIS, ADAMS COUNTY

FILED

AUG 01 2011

Randy E. Freese
Clerk Circuit Court 8th Judicial Circuit
ILLINOIS, ADAMS CO.

RANDALL W. GREENWELL & JULIE A.)
GREENWELL, RICK E. JONES & AMY)
L. JONES, ROBERT E. SHORT &)
TAMI F. SHORT, ERIC K. SMITH)
& TAO C. SMITH,)

Plaintiffs,)

vs.)

No. 08-MR-12)

BRENT W. BOCKENFELD and)
BOCKENFELD CONSTRUCTION, INC.,)
A CORPORATION,)

Defendant.)

SETTLEMENT ORDER

Now comes the Plaintiffs, by their attorneys, Blickhan, Timmerwilke, Woodworth and Larson, and the Defendants, by their attorneys, Pollock, Ennis & Heck, and stipulate and agree that the following settlement resolves all issues between the Parties in this case:

1. The existing roadway of said subdivision known as Lucinda Lane must be repaired and/or replaced, and the remainder of the roadway completed up to and connecting to the driveway of Plaintiff Jones residence. Said roadway must be constructed and poured to said Jones residence. Repairs and new construction of the roadway must conform to standard roadway requirements for subdivision road construction with respect to thickness of the road, use of reinforcement steel/rod, drainage and guard rails. An outside "expert" shall be retained if requested by Plaintiffs

to insure that the work is done through normally defined standards to insure quality of the work. All work should be completed in a manner to allow residents access to their residence by vehicle during construction. All work to be completed by September 30, 2011. The road work shall cure and be responsive to the allegations as alleged in the Complaint in this cause. The Parties agree the outside "expert" shall be designated by Plaintiffs if requested.

2. Plaintiffs shall form a non-for-profit association known as Lucinda Lane Homeowners Association. Defendants shall provide protective covenants for all of Lots A - F, including the lake as originally proposed by the property owners which have been provided in the discovery in this case. A copy of those covenants is attached to this Order, marked as Exhibit A and fully made a part hereof. Said covenants will be signed by all appropriate parties and shall be executed immediately upon entry of this Order. Said covenants will be modified to correct legal format.

3. Defendants agree that they will clean up and dispose of all trees, shrubs, brush, that have been uprooted and killed as a result of construction efforts without removal of any more healthy trees on Lot F. In addition, Defendant Bockenfeld will perform basic grading of the land on the roadside of the lake in areas where the natural landscape has been disrupted with construction vehicles, to place the contour of the land to its former slope and condition, specifically the area to be concentrated on will be in front of the Plaintiffs Short property. Plaintiffs will be responsible for seeding said property after grading is completed.

The Lucinda Lane Homeowners Association will be responsible for maintenance and upkeep of Lot F area on the west side of the lake up to and including the Jones

driveway. No buildings or residences shall be built on the west side of the lake on Lot F by Defendant but Plaintiffs may build a dock, gazebo or recreational structure on the west side of Lot F. This work shall be completed no later than September 30, 2011.

4. Defendant Bockenfeld agrees that he will upgrade the dam across Lot F to the standards as set forth in the Illinois Department of Natural Resource Conservation Service Guidelines as stated in the letter of June 11, 2008 from the Natural Resource Conservation Service, a copy of which is attached hereto, marked as Exhibit B and fully made a part hereof. This work shall be completed no later than September 30, 2011.

5. Defendant shall provide easements to the landowners of Lots D and E, Plaintiff Greenwell and Plaintiff Jones for purposes of water lines, geothermal lines and drainage lines. Defendant Bockenfeld will grant easement to all Lucinda Lane lot owners for use of the common roadway from the Northeast corner of Lot A through F to provide access to all residences for purposes of ingress and egress for residential use only. Easements for same to be prepared and filed no later than July 1, 2011.

6. The cost of liability insurance that allows residents access to the lake property, on the west side of Lot F and roadway will be provided by the owners of Lot F with costs to be shared equally between the owners of all lots, A through F. Insurance coverage and amounts to be agreed between a majority of owners of Lot A through F. Insurance will be effective no later than August 30, 2011. Any property tax increases resulting from placement of a structure on the West side of Lot F as referred to in paragraph 3 approved by and for use of the Association members will be paid for by the Association.

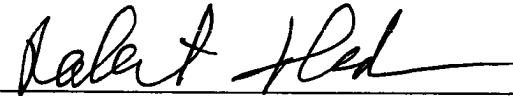
7. Defendant Bockenfeld agrees to release \$2,500.00 being held in escrow by the Bank with respect to the Jones property and to pay an additional \$2,500.00 to Plaintiffs

Jones in consideration for Jones agreement to dismiss all Complaints with respect to the construction of their home. This shall be completed by September 30, 2011.

8. Defendants agree that if one or all of the aforesaid settlement proposals as set forth heretofore are not completed by the stated deadlines as stated herein, Plaintiffs and Lucinda Lane Homeowners Association may proceed with legal action necessary to enforce this agreement. In the event of said litigation Defendant Bockenfeld shall be liable for all attorney fees and costs necessarily incurred by Plaintiffs in the Association for bringing such legal action.

So ordered per agreement.

ENTERED: Aug. 1, 2011



Judge

cc: GLT
FDH

'LUCINDA LANE DEVELOPMENT

Covenants and Restrictions

Structures and materials:

In general, every lot is a residential lot and shall be used exclusively for single family residential purposes. No business is permitted to be operated on any lot.

No structure of a temporary character, trailer, modular or pre-manufactured home, single wide mobile home, whether or not located on a foundation, basement, tent, shack, garage, barn or other out building shall be used on any parcel at any time as a residence, either temporarily or permanently, nor shall trailer or mobile home parks be permitted on any tract.

Any permanent residential structure constructed on a parcel shall be at least 2,000 square feet in living area, and this does not include a basement, garage, breezeways, terraces, car ports or porches (whether or not enclosed by screens or otherwise). Only an above ground stick built home will qualify as a residential structure.

The finished exterior of every building constructed or placed on any lot shall be of material other than tar paper, rollbrick siding or any other similar material. The dwelling on any lot shall be of standard construction materials or goods. The front of the residential structure shall be predominantly brick or stone.

An attached private garage must be provided for each lot.

All driveways shall be concrete and maintained in good condition.

No outbuilding shall be constructed in the main view for the property unless it is designed to match the residential structure.

Lots may not be re-divided except to increase the size of adjoining lots. If re-divided, the appropriate adjoining lot combined with the re-divided lot shall thereafter be treated as a single lot with side yards and other setback lines considered appropriately altered.

Set Back Requirements:

In general, except as may be otherwise provided in these restrictions or on a plat, no dwelling, house, or above grade structure shall be constructed or placed on any numbered lot (except fences and walls, the placement of which is provided for hereafter) nearer to any lot line than thirty (30) feet and nearer to the road than forty (40) feet.

Front, side and rear yards shall be established in accordance with the minimum prescribed by the ordinances of the City of Quincy, Adams County, Illinois, or as shown on the Plat, if any, whichever applies and whichever is greater.

Fences or Walls:

No fence or wall shall be erected or constructed neared to the front lot line than the minimum building

setback lines shown on the recorded Plat or set forth herein. No fence or wall shall be erected or constructed between the building line and the curb, and no fence or wall shall exceed six feet in height.

Maintenance and upkeep:

No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the remaining tracts.

The owner of each lot shall at all times maintain said lot and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly, and specifically, such owner shall:

- Mow said lot as such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.
- Remove all debris or rubbish from such lot.
- Prevent the existence of any other condition that reasonably tends to detract from or diminish the appearance of said lot.
- Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance as to avoid their becoming unsightly.
- Keep and maintain driveways, entranceways, and parking areas for a lot dust free from and after not later than one (1) year following the initial occupancy of a dwelling.

General:

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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 construction and sales period.

No animals, livestock, swine, or poultry of any kind shall be kept, raised, bred or maintained on any lot except the usual household pets, provided they are not kept, raised, bred or maintained for commercial purposes, and provided further that they are not wild or dangerous or considered feral nature by law. Permitted pets shall not be allowed to roam freely.

No lot shall be used or maintained as a dumping ground for rubbish, garbage, or litter. Litter, trash, garbage, ashes or other waste or refuse shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Materials placed out for garbage collection, yard waste collection or recyclable collection shall be placed at the designated collection point no sooner than 24 hours before the scheduled collection day. All containers for curbside collection must be removed by the owners not later than 24 hours after scheduled collection.

No salvage yard or "junk yard" shall be permitted on any parcel, nor shall inoperable motor vehicles be kept on any tract.

Trucks, trailers, boats, mobile campers, and recreational vehicles must be stored or parked (a) in the attached garage or (b) in a permanent off street covered structure which meets the outbuilding requirements set forth here in, or (c) one low profile vehicle such as a trailer or small boat (excludes mobile homes, campers, buses, trucks, construction equipment, or large boats) may be kept on a

concrete pad out of the main view of the property, or they are otherwise prohibited, except while being used for a temporary purpose not to exceed 72 hours may be parked on the driveway of the lot.

Lake:

Lot owners, residents, or guests accompanied by a lot owner will have access and use of the lake for recreational and other purposes including placement of geothermal heating and cooling system lines and water drainage. Such access will be limited to the west side of the lake.

Debris or foreign material should be prevented from entering lake property. When such debris or foreign material has entered the lake, owner of the property from which it came should remove same immediately. No material or drainage shall be allowed to enter the lake other than natural water runoff.

Power boating activities on the lake will be limited to outboard type boats powered by electric motors only. Horsepower of boats powered by electric motors to be limited to five horsepower. No watercraft or boat may be stored on lake property other than by lake owners.

Effective Date:

These changes are effective on the date this agreement is filed. All structures completed prior to this date are exempt from the requirements herein.

Term and Amendment:

These covenants shall run with the land and shall be binding upon all the parties and persons claiming under them for a period of thirty years from the date these restrictions are recorded, at which time said covenants shall be automatically extended for successive periods of ten years unless by agreement of 80% of all the then owners of the above described real estate, it is agreed to change said covenants in whole or part. These covenants shall not be changed or modified for a period of not less than four years after filing date at which time 80% of the then owners of the lots may agree to change said covenants in whole or in part. In determining the owners of the lots, each owner shall have a single right whether the owner of one of more lots or a lot created by subdividing an adjoining lot. If there are multiple owners of a lot, a majority in interest shall exercise the right of the lot. If there are two owners having an equal interest, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first named in the deed or other instrument conveying such lot shall exercise the right.

Violation and Enforcement:

If anyone affected hereby shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning any parcel of said real estate subject hereto to prosecute any proceeding at law or in equity against any party violating or attempting to violate any such covenant to prevent that party from so doing or to recover damages for such violation or violations or for such other legal or equitable relief as may be allowed. In addition, the party found to be in violation of any covenant shall be liable to the person or persons prosecuting such violations for the expenses of such prosecution including reasonable attorney's fees and other litigation expenses incurred. Any judgment against any party found to be in violation shall include the amount of such expenses in favor of the person or persons prosecuting such violation. The rights and responsibility for enforcement of these covenants is with each property owner.

Signatures:

Lot A:

Robert Short
Robert Short

Lot B:

Robert Short
Robert Short

Lot C:

Eric K Smith
Eric Smith

Lot D:

Randall Greenwell
Randall Greenwell

Lot E:

Rick Jones
Rick Jones

Lot F:

Brent Bockenfeld
Brent Bockenfeld

Tami Short
Tami Short

Tami Short
Tami Short

Tao Smith
Tao Smith

Julie Barry
Julie Barry

Amy Jones
Amy Jones

[Signature]