

STATE OF ILLINOIS  
COUNTY OF MCLEOD  
CLERK OF RECORDS

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BOOK 215 PAGE 392-404

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THIRD REVISED DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR  
DELMER MEADOWS

WHEREAS, the RESTRICTIVE COVENANTS FOR DELMER MEADOWS were executed by ELMER P. ROIDER and ARDELL I. ROIDER on June 9, 1996, and recorded in the Office of the Recorder of Deeds, Monroe County, Illinois on November 18, 1996 in Deed Book 203 at Pages 689-694 under Document No. 210953, hereinafter referred to as "RESTRICTIVE COVENANTS"; and

WHEREAS, an AMENDMENT TO RESTRICTIVE COVENANTS, DELMER MEADOWS, was executed by ELMER P. ROIDER, TRUSTEE under Declaration of Trust #1 dated June 10, 1996, and by ARDELL I. ROIDER, TRUSTEE under Declaration of Trust #1 dated June 10, 1996, on November 25, 1996, and recorded in the said Recorder's Office on November 27, 1996 in Deed Book 203 at Page 854 under Document No. 211126, hereinafter referred to as "AMENDMENT"; and

WHEREAS, the REVISED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DELMER MEADOWS was executed by ELMER P. ROIDER, TRUSTEE, and ARDELL I. ROIDER, TRUSTEE, on June 1, 1998 and recorded in the said Recorder's Office in Deed Book 213 at Pages 527-533 under Document No. 223378, hereinafter referred to as "REVISED DECLARATION"; and

WHEREAS, the SECOND REVISED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DELMER MEADOWS was executed by DELMER MEADOWS, INC. on June 24, 1998, approved by the Board of County Commissioners of Monroe County, Illinois on the 6<sup>th</sup> day of July, 1998, and recorded in the said Recorder's Office on July 6, 1998 in Deed Book 214 at Pages 188-197, under Document No. 224263, hereinafter referred to a "SECOND REVISED DECLARATION"; and

WHEREAS, ELMER P. ROIDER Trustee under Declaration of Trust #1 dated June 10, 1996, ARDELL C. ROIDER, Trustee under Declaration of Trust #1 dated June 10, 1996, both of Monroe County, Illinois, DELMER MEADOWS, INC., an Illinois Corporation, TERRY A. KONKEL and LINDA M. KONKEL, his wife, of Monroe County, Illinois, ANTHONY MAY and LISA MAY, his wife, of Waterloo, Illinois, are the owners of all of the land which may be subject to the afore-referenced Restrictive Covenants, Amendment, Revised Declaration, and Second Revised Declaration; William Edwin Burris and Jamie S. Burris, his wife, of Monroe County, Illinois, are contract purchasers of a parcel of real estate included within the tracts which may be subject to the aforesaid Restrictive Covenants, Amendment, Revised Declaration, and Second Revised Declaration; First National Bank of Waterloo, and State Bank of Waterloo, a national and a state bank corporation, respectively, are the owners of mortgage lien interests in the

real estate which may be subject to the aforesaid Restrictive Covenants, Amendment, Revised Declaration, and Second Revised Declaration; and

WHEREAS, the tract to be purchased by William Edwin Burris and Jamie S. Burris, his wife, was never meant to be subject to the aforesaid Restrictive Covenants, Amendment, Revised Declaration, and Second Revised Declaration, and was excluded from the legal description set forth in the Second Revised Declaration; and

WHEREAS, the afore-designated owners of the real estate wish to impose upon the following described real estate, and no other tract, the covenants, conditions, and restrictions stated hereafter.

NOW THEREFORE, in consideration of the mutual advantages to the Declarants and to the future owners of all of the aforesaid tracts or subdivisions thereof, the undersigned amend the Restrictive Covenants, the Amendment, the Revised Declaration, and the Second Revised Declaration by rescinding them in their entirety;

FURTHERMORE, the undersigned impose upon DELMER MEADOWS, DELMER MEADOWS FIRST ADDITION, and DELMER MEADOWS SECOND ADDITION, reference being had to the plats thereof recorded in Plat Envelopes 2-47A, 2-75A, and 2-75B, respectively, in the Office of the Recorder of Deeds, Monroe County, Illinois, the following easements, covenants, conditions, restrictions, reservations, and limitations, to wit:

1. All of the covenants, restrictions, reservations, and servitudes set forth herein are to run with the land, and grantees, accepting the deed to such premises, accept the same subject to such covenants, restrictions, reservations, and servitudes and agree for themselves, their heirs administrators and assigns, to be bound by each of such covenants, restrictions, reservations, and servitudes jointly, separately, and severally. These restrictions shall be binding on all parties claiming under them for a period of twenty (20) years from June 1, 1998.
2. All lots in these subdivisions shall be used exclusively for residential purposes and buildings accessory to the principal residence only. Only one single-family dwelling may be built upon any lot. The

rendering of commercial services, or the sale or manufacture of products from any structure is prohibited. Only intermittent, casual, and irregular professional office-type service may be rendered from any dwelling, and no sign advertising same shall be permitted.

3. The purchasers of property herein shall automatically become members of the Delmer Meadows Homeowners' Association, and shall comply with the provisions therein.

A. Whenever the phrase "Homeowners' Association" is used herein, same shall be defined as the not-for-profit corporation to be formed under the laws of the State of Illinois, for the purposes of assuming the rights and liabilities delegated the same in this document, and said corporation to be known as "Delmer Meadows Homeowners' Association", of permitted by law, and if not so permitted, then such other appropriate name as may be used. Said not-for-profit corporation, or its successor, shall be the sole entity exercising the powers of, and assuming the duties of the Homeowners' Association as that phrase is herein used.

B. Each parcel, sold or unsold, of the subject premises automatically constitutes one vote in all matters of voting. In determining the number of votes entitled to be counted in members' votes taken by the Homeowners' Association, each parcel of the subject premises constitutes one vote. If any parcel is held by co-owners, they shall delegate among themselves the party who shall exercise the vote of said parcel before the Homeowners' Association, and shall further certify that name of said party to the Homeowners' Association. The holder of any lien interest in a parcel shall not be entitled to vote in the Homeowners' Association.

C. The Homeowners' Association shall establish by-laws consistent with the provisions contained herein. The Homeowners' Association may be incorporated at any time after at least 25% of the lots in Delmer Meadows have been sold.

- D. The initial directors shall be appointed by Delmer Meadows, Inc. (hereinafter referred to as "the Developer"), and thereafter they shall be elected by the owners of a majority of the lots for a two-year term.
- E. The articles of incorporation of the Homeowners' Association shall specify, among the purposes and duties of the corporation, the enforcement of all the restrictions, covenants, and conditions contained in the deed, and the maintenance, preservation and improvement of such properties, and the keeping and maintaining of Delmer Meadows, Delmer Meadows First Addition, and Delmer Meadows Second Addition, in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets, so far as it may lawfully act, and the transaction of other business as may be permitted by law.
- F. The parties agree to pay to the Homeowners' Association the cost of actual expenses on an annual basis not to exceed \$50.00 per year. This amount can be adjusted as seen necessary by the Homeowners' Association as it sees necessary after the Homeowners' Association becomes incorporated. It shall be deposited in a FDIC-insured, interest-bearing account known as "Delmer Meadows Homeowners' Association", and shall have two trustees. The amount of the subsequent annual assessment shall include sufficient sums to pay the various costs and expenses of the Homeowners' Association including, but not limited to, fees, street lighting, entrance signs, salaries, equipment, rentals, and supplies.
4. No improvements shall be commenced, constructed, placed, or altered on any lot or plot until the building plans, including plot plans, building locations and specifications, and sufficient description for all allowed type of improvements have been in each instance submitted the Developer, and approved in writing, such approval to cover conformity, harmony of external design of all the

improvements with existing structures, specifications and principal exterior materials and grade, the location and character and method of utilization of all utilities, including water supply and sewage disposal, and the quality of workmanship. Appropriate accessory buildings compatible with the permitted use and style of the dwelling shall be permitted. Only one accessory building is allowed per lot. No accessory building shall be larger than 1,000 square feet without the approval of the Developer. Developer agrees to use reasonable judgment in passing upon such submitted plans and descriptions, but shall not be liable to any person for Developer's actions in connection with submitted plans and descriptions. If the Developer fails to approve or disapprove the submitted plans and descriptions in any instance within thirty (30) days after the same have been personally submitted to it, the approval of the Developer thereunder shall be assumed. The Developer may, at its option, designate a Committee to be composed of three or more persons, or in the alternative, in the event that there shall have been formed a Homeowners' Association whose purpose shall specifically include the control of all properties in the area with respect to conformance with the restrictions and covenants herein created, Developer may, at its option, assign the control herein set upon to said Homeowners' Association in lieu of the Committee previously authorized.

5. No carport shall be allowed on any residence or lot in said subdivisions.
6. No fence, unless approved by the Developer in writing, shall be erected or maintained in the subdivision. All fences shall be of a quality and design compatible with the general decor of the subdivision.
7. That portion of any property partially covered by water will be known as a lake lot. The lake lot owners and their guests, when in the presence of the lake lot owner, may use the lake that is covering part of their lot. No one using the lake shall come upon the land of another lake lot owner without the owner's permission. Lake lot owners shall share equally in the obligations and in the expense of maintenance of the lake, dam and spillway structures. The lake lot

owners will also have the privilege of selecting the species of fish to be stocked in their lake and shall equally bear the cost of stocking the lake. There shall be no commercial use on any lake. All of the lakes shall be kept free of all vegetation. No motorized watercrafts shall be permitted on any lake except for electric trolling motors. The use of lake water for watering lawns is prohibited. The lake lot owners will be responsible for the liability of the lake.

8. Each tract of property is subject to road, utility, and drainage easements on record in the Recorder of Deeds Office, Monroe County, Illinois.
9. No property shall be used for storing junk, disabled automobiles or anything else unsightly. No accumulation of trash, garbage, or other debris will be permitted on any lot. No weeds exceeding 10 inches in height will be permitted in any open areas.
10. No livestock of any kind will be permitted except household pets not to exceed a combination of three. No doghouses will be allowed in the side or front yards, and must be twenty-five (25) feet within interior lines.
11. The following minimum square footage will be required:
  - A. Ranch style: 1,600 square feet
  - B. 1-1/2 and 2 story homes: 2,000 square feet
  - C. Also, a minimum 500 square feet attached garage is required of all residences.
12. Driveways and parking areas must be oiled and chipped, asphalted or concreted within two (2) years of completion of building.
13. Flammable fuels, such as gasoline, LP gas, oil, etc., shall be stored below the surface of the ground.
14. All of the private sewage systems shall be built and maintained in compliance with good engineering practice and within state and local regulations. Said systems shall be maintained in such a manner that the flow should not violate Monroe County Health Department or other appropriate governmental entity

regulations, nor become a nuisance. Aeration systems should have an annual maintenance contract showing system is working properly, or whatever the Monroe County Health Department recommends, and a copy should be turned into the Homeowners' Association or the Developer annually.

15. All excavating shall be done by an excavator approved in writing by the Developer. No sod or earth may be removed from the subdivision without the written consent of the Developer.
16. No firearms shall be discharged on the property.
17. No vacant lot is to be used for a parking lot. No commercial vehicles or equipment, including, but not limited to, gas or oil trucks, dump trucks, trailers, trucks (except pick-up trucks not larger than one-ton in size), etc. shall be housed in any garage or driveway of residences for overnight storage. No tractors, recreational vehicles, campers, trailers or boats shall be parked or stored outside the residential garage or accessory building for more than thirty (30) days in any calendar year; and not longer than fifteen (15) consecutive days at one given time.
18. The land and all improvements shall be maintained by the owner of any parcel in good condition. All dead landscaping, bushes, shrubs and trees must be removed and disposed of properly in a reasonable time period.
19. Satellite dishes shall be approved by the Developer or Homeowners' Association in writing. No television or radio antennas are permitted on any buildings or elsewhere on the lot, unless approved by the Developer or Homeowners' Association in writing. No solar panels may be installed on a building or freestanding on a lot.
20. Any light used for the illumination of signs, parking areas, swimming pools or for any other purpose shall be arranged in such a manner that the main beam of light is directed away from the neighboring residential properties. All lights shall be compatible with property decor.

21. The initial directors shall be appointed by Delmer Meadows, Inc., and thereafter they shall be elected by the owners of a majority of the lots for a two-year term. The owners of three-fourths (3/4) of the lots may amend or abrogate these covenants, conditions, and restrictions; however, until at least 51% of the lots have been sold by Delmer Meadows, Inc., these covenants cannot be changed without County Board approval, as well as the consent of the owners of three-fourths (3/4) of the lots. The holder of a lien interest in a lot shall not be counted or entitled to vote in any future modifications, amendments or abrogation of these covenants, conditions and restrictions.

22. Each and every restriction and covenant contained herein shall run with the property whose present owner(s) are signatory to this agreement and shall be binding upon their successors, heirs, administrators, executors, and/or assigns. The restrictions contained in this instrument may be extended beyond the period stated above for their duration for a new period not exceeding ten (10) years by an instrument executed by the then owners of the majority of the lots in the subdivisions described above and duly acknowledged and recorded in the Office of the Recorder of Deeds in Monroe County, Illinois, before expiration of the original period of duration, and further extensions may be affected in a like manner.

Dated this 31<sup>st</sup> day of August, 1998.

DELMER MEADOWS, INC.

ATTEST:

Ardele C. Roider  
ARDELL C. ROIDER, SECRETARY

By: Elmer P. Roider  
ELMER P. ROIDER, PRESIDENT

Elmer P. Roider  
ELMER P. ROIDER, Trustee  
Under Declaration of Trust #1  
Dated June 10, 1996

Ardele C. Roider  
ARDELL C. ROIDER, a.k.a.  
ARDELLE I. ROIDER, Trustee  
Under Declaration of Trust #1  
Dated June 10, 1996

Terry A. Konkel  
TERRY A. KONKEL

Linda M. Konkel  
LINDA M. KONKEL

Anthony A. May  
ANTHONY MAY

Lisa May  
LISA MAY

William Edwin Burris  
WILLIAM EDWIN BURRIS

Jamie S. Burris  
JAMIE S. BURRIS

FIRST NATIONAL BANK OF WATERLOO

STATE BANK OF WATERLOO

By: David A. Meherzaman  
Title: Exec. & Pres.

By: [Signature]  
Title: SVP

Attest: [Signature]  
Title: Admin - Asst

Attest: Brandon P. Ferguson  
Title: V.P.

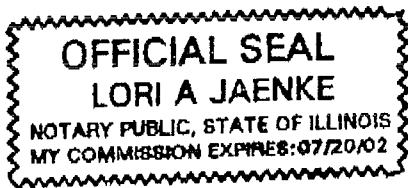
MONROE COUNTY, ILLINOIS  
BOARD OF COMMISSIONERS

By: R. W. Rippelmeyer  
Robert W. Rippelmeyer,  
Chairman

STATE OF ILLINOIS     )  
                                  ) ss.  
COUNTY OF MONROE     )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ELMER P. ROIDER, personally known to me to be the President of DELMER MEADOWS, INC., an Illinois Corporation, and ARDELL C. ROIDER, personally known to me to be the Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument of 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 their 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 31<sup>st</sup> day of August, 1998.



Lori A. Jaenke  
NOTARY PUBLIC

STATE OF ILLINOIS     )  
                                  ) ss.  
COUNTY OF MONROE     )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ELMER P. ROIDER, Trustee under Declaration of Trust #1 Dated June 10, 1996 and

ARDELL C. ROIDER, Trustee under Declaration of Trust #1 Dated June 10, 1996, 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, and as the free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 31<sup>st</sup> day of August, 1998.



*Lori A. Jaenke*  
NOTARY PUBLIC

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF MONROE     )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that TERRY A. KONKEL and LINDA M. KONKEL, his wife, 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, and as the free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 31<sup>st</sup> day of August, 1998.



*Lori A. Jaenke*  
NOTARY PUBLIC

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF MONROE     )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ANTHONY MAY and LISA MAY, his wife, 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, and as the free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 31<sup>st</sup> day of August, 1998.

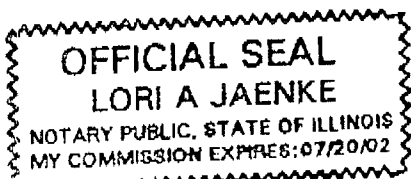


*Lori A. Jaenke*  
NOTARY PUBLIC

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF MONROE     )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that WILLIAM EDWIN BURRIS and JAMIE S. BURRIS, his wife, 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, and as the free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 31<sup>st</sup> day of August, 1998.



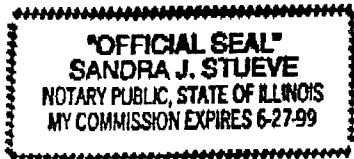
*Lori A. Jaenke*  
NOTARY PUBLIC

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF MONROE     )



and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10TH day of ~~August~~, 1998.  
Sept ~~PTeMber~~



Sandra J. Stueve  
NOTARY PUBLIC

STATE OF ILLINOIS     )  
                                  ) ss.  
COUNTY OF MONROE     )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ROBERT W. RIPPELMEYER, personally known to me to be the Chairman of the MONROE COUNTY, ILLINOIS BOARD OF COMMISSIONERS, whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Commissioner, he signed and delivered the said instrument of writing as Chairman of said Commission, and as the free and voluntary act and deed of said Commission, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8th day of Sept, 1998.

[Signature]  
NOTARY PUBLIC

RESTR\DELMER MEADOWS (Third Revised)

