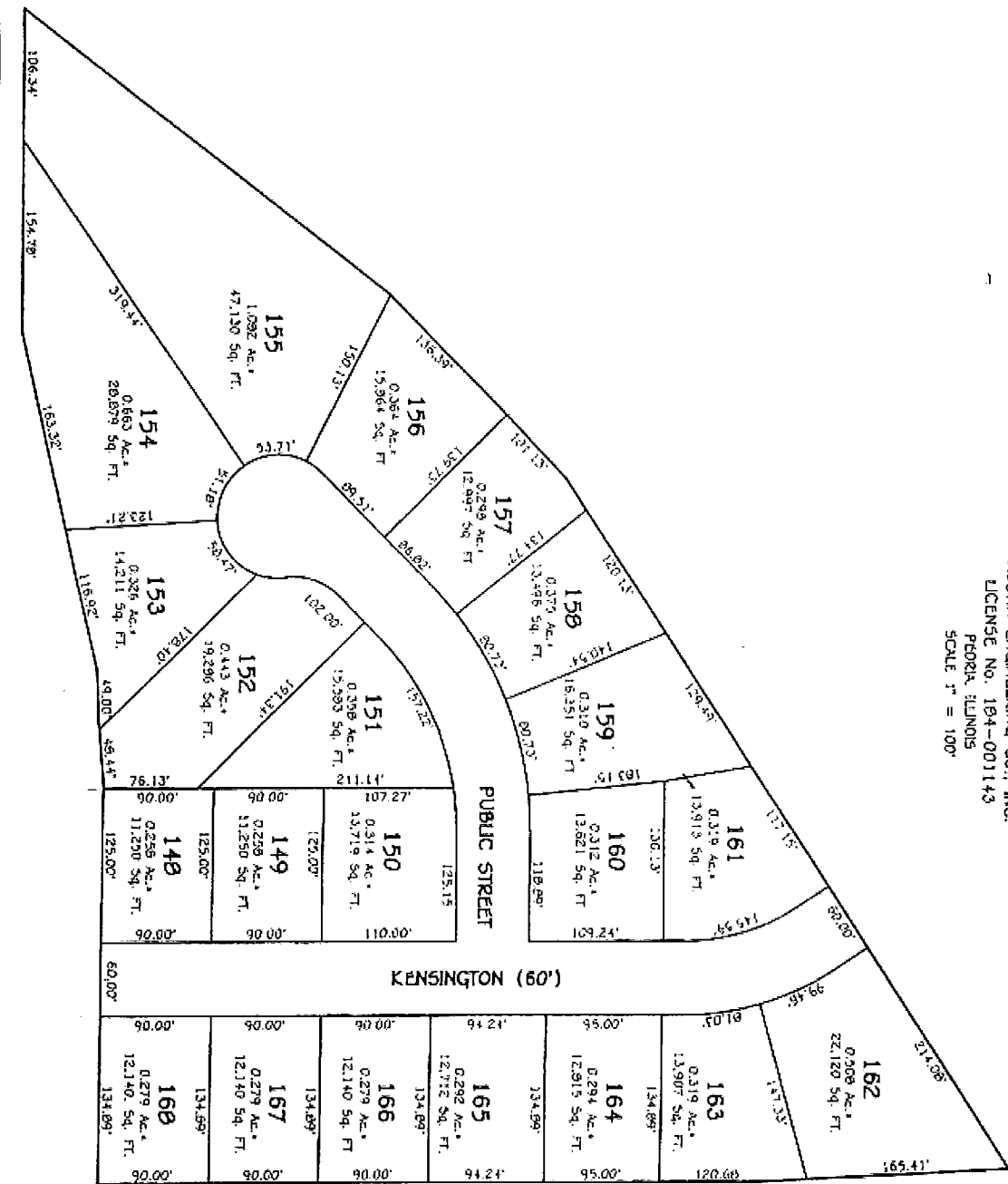


DEVIATION LOAN NINETEENTH ADDITION

A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION FOURTEEN (14),
TOWNSHIP TWENTY-SIX (26) NORTH, RANGE THREE (3) WEST OF THE THIRD PRINCIPAL MERIDIAN,
CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS

AUSTIN ENGINEERING CO., INC.
LICENSE NO. 194-001143
PEORIA, ILLINOIS
SCALE 1" = 100'



AREA OF SUBDIVISION = 1

TAZEWELL COUNTY

Prepared by & Return to:

DEAN R. ESSIG
Attorney at Law
135 Washington Square
Washington, IL 61571

200600023632
Filed for Record in
TAZEWELL COUNTY, IL
ROBERT LUTZ
10-12-2006 At 10:42 am.
RES CONVEN 37.75
RHSP Surcharge 10.00

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9/20/06

DECLARATION OF RESTRICTIVE COVENANTS

The undersigned, **DEVONSHIRE ESTATES DEVELOPMENT, LLC**, an Illinois Limited Liability Company, the owner and proprietor of **DEVONSHIRE ESTATES NINETEENTH ADDITION**, to the City of Washington, Tazewell County, Illinois, does hereby set forth, publish and declare the following as a Declaration of Restrictions to apply to said Extension of said Addition and to each lot, piece, and parcel thereof and does hereby declare that said restrictions shall bind our successors and assigns:

A. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and an attached garage for not more than three cars.

For Lots 148 through 161 the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1800 square feet for one-story dwellings. Two story dwellings shall be not less than 1100 square feet on the main floor with a minimum of 2200 square feet total, exclusive of open porches and garages. 1.5 story dwellings shall be not less than 1200 square feet on the main floor with a minimum of 2000 square feet total, exclusive of open porches and garages.

Any design other than a ranch or two-story shall be permitted only upon written approval of the Architectural Control Representative. Each dwelling shall have an attached garage with not less than two (2) nor more than three (3) stalls. Each owner of a lot in the Subdivision must commence construction of a dwelling house within 3 (three) years after purchase of his lot and must complete such construction within one (1) year thereafter.

B. SUBDIVISION OF LOTS. No lot shall be subdivided unless subdivided by proprietors.

C. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Representative, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. The Architectural Control Representative shall be appointed by the undersigned proprietor or its designated representative.

D. BUILDING LOCATION. No building shall be located on any lot nearer than thirty (30) feet to the front lot line. No building shall be set back from the front lot line further than thirty-five (35) feet.

E. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat.

F. NUISANCES. No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

G. APPEARANCE OF PROPERTY AND PERMITTED EXTERIOR. No tents, shacks, temporary buildings or garage houses may be moved or built on any of said lots nor occupied as living quarters and no trash, refuse, garbage or building materials shall be dumped, stored, or abandoned within the subdivision. No wall board, sheet metal, tar paper, or roofing paper shall be used for any exterior wall coverings or roofs. Aluminum siding, vinyl siding, steel siding may be used for gutters, down spouts, soffit, and fascia boards. Stone, brick, vinyl, or wood shall be permitted exteriors, provided such materials are of suitable quality, grade and coloration to conform and harmonize with other improvements in the Subdivision. Weight, thickness and color of roof shingles and exterior siding shall be with Developers approval. No materials other than new materials shall be used for external construction and finish of any structure. Homes shall have the front and sides of the exterior faced with 25% brick or stone. A stone block address is required on the front of each residence.

H. FENCING. No enclosures or fences shall be constructed along or within the borderline of any lot without written permission of the Architectural Control Representative.

I. YARD LIGHTS. An outside yard light with automatic switch and post shall be installed and connected up by each lot owner prior to occupancy of any dwelling erected thereon; said light and post to be located 10 feet back of the front lot line at the

driveway in accordance with specifications of the Architectural Control Representative. Name sign on same post is optional.

J. SWIMMING POOLS. All swimming pools must be in-ground and enclosed by fencing and shall, in all respects, comply with the Ordinances and Building Codes of the City of Washington and Tazewell County, Illinois, in reference to swimming pools. No above-ground swimming pools allowed. All devices used in connection with the swimming pool, including the filter and circulating pump, shall be located inside the required fence and concealed from view in an approved storage shed or other enclosed building.

K. VEHICLE STORAGE. No passenger cars, recreational vehicles, trailers, vans, mobile homes, boats or other objects of substantial size, whether operative or inoperative, may be stored on a regular basis within the confines of the Subdivision unless same is enclosed and concealed from view within a garage on the owner's property. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public roadways.

L. ANIMALS. No animals other than domesticated house pets shall be kept or maintained within the Subdivision. Any pet runs or enclosure must not be visible from street and approved in writing by Architectural Control Representative.

M. REMOVAL OF DIRT. No dirt from any excavation shall be permitted to be removed from said subdivision, but shall be used to fill low places as directed by the Architectural Control Representative.

N. ENFORCEMENT. Any person owning any lot in said subdivision may enforce these covenants, conditions and restrictions by proceeding at law or in equity against any person or persons violating or attempting to violate the same either to restrain or to recover damages.

O. CONSTRUCTION AS SEVERABLE. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

P. AMENDMENT. These Restrictive Covenants may be amended at any time by the owner and proprietor by recording the amendment in the Recorder's Office of Tazewell County, Illinois, except after all lots are conveyed to other owners these Restrictive Covenants may be amended by recording a Declaration of Amended Restrictive Covenants signed by 2/3rds of the then lot owners.

Q. These Restrictive Covenants shall run with the land and must be accepted and adhered to as conditions to any sale, assignment, inheritance or change of ownership of any lot in the subdivision.

R. EROSION CONTROL / EPA & IEPA REGULATIONS. Lot Owner shall be responsible for compliance with any City ordinances, State statutes, Federal statutes, Environmental Protection Agency ("EPA") and Illinois Environmental Protection Agency ("IEPA") regulations, and shall hold Developer harmless from any claims, penalties or other costs related to violation by lot owner of any of the referenced rules. Further, if Developer incurs costs related to failure of Lot Owner to comply with these referenced ordinances, statutes, or regulations, the Lot Owner shall reimburse Developer for these costs, including costs incurred if Developer carries out activities on Owner's lot or areas adjacent thereto to achieve compliance. Lot Owner shall also be responsible for attorney's fees incurred by Developer related to these ordinances, statutes or regulations and any costs and fees incurred in any action by Developer to obtain reimbursement from Lot Owner. Developer shall also have the right to place a lien on the lot involved in the violation to secure payment of any costs and fees Developer incurs. Developer has developed and had IEPA approved for a Stormwater Pollution Prevention Plan for the Subdivision. If Developer's IEPA permit has been terminated, Lot Owner shall submit a Notice of Intent to IEPA 30 days before the starting construction on their lot and develop a Stormwater Pollution Prevention Plan for said lot and obtain any necessary permits from any governmental agency regulating construction on said lot. Lot Owner shall consult Developer prior to starting construction to determine if the Developer's IEPA permit has been terminated.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at Washington, Illinois, this 6th day of OCTOBER, 2006.

Devonshire Estates Development, LLC

BY:


Vincent J. Smeltz, Manager

STATE OF ILLINOIS)
)
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, that **Vincent J. Smeltz**, personally known to me to be a Managing Member of **Devonshire Estates Development, LLC**, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument of writing as a Manager of said Company, and caused the seal of said Company to be affixed thereto, pursuant to authority given by the Members of said Company as his free and voluntary act, and as the free and voluntary act and deed of said Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6 day of Oct,
20 06.



Juliana Fuchs
Notary Public

LEGAL DESCRIPTION:

Lots 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160 and 161 in DEVONSHIRE ESTATES 19TH ADDITION, as shown on Plat recorded in Plat Book B.DDD Pages 84+85, as Document No. 010-23631, situated in the City of Washington, TAZEWELL COUNTY, ILLINOIS.

PIN: Pt.02-02-14-100-040

CRUGGER RD.

CRUGGER RD.

CRUGGER RD.

1623.73

135

110

417.5

100-012-1.50

122.49

130

100

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60

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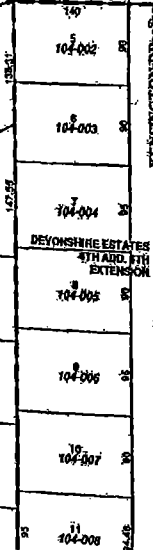
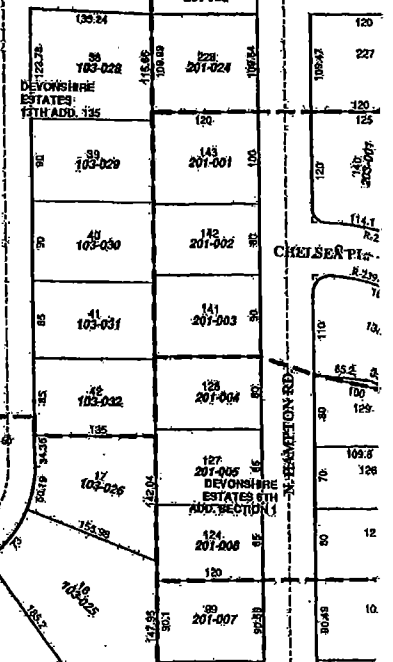
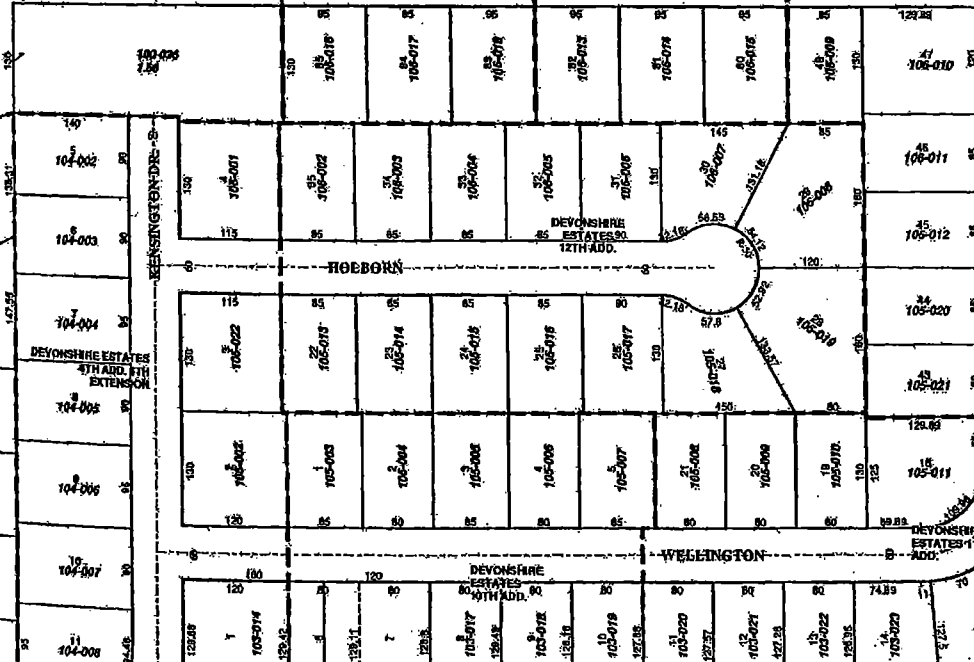
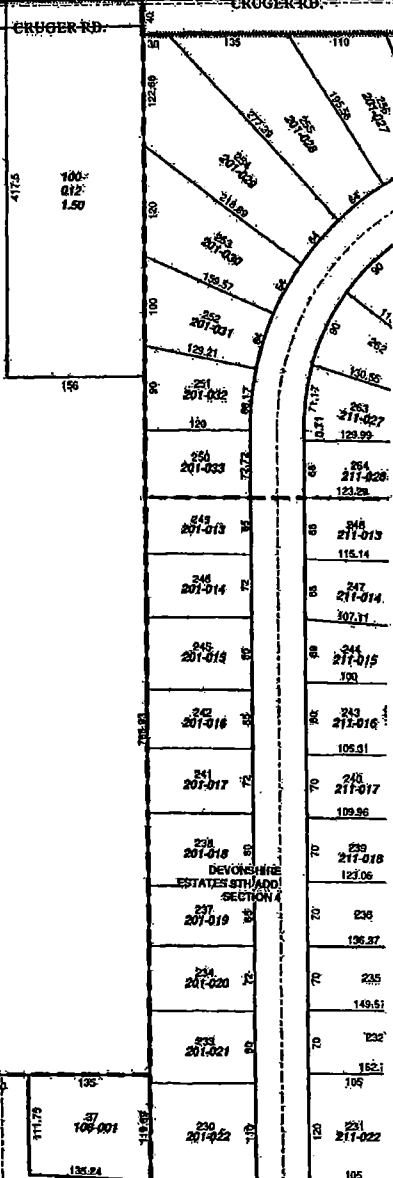
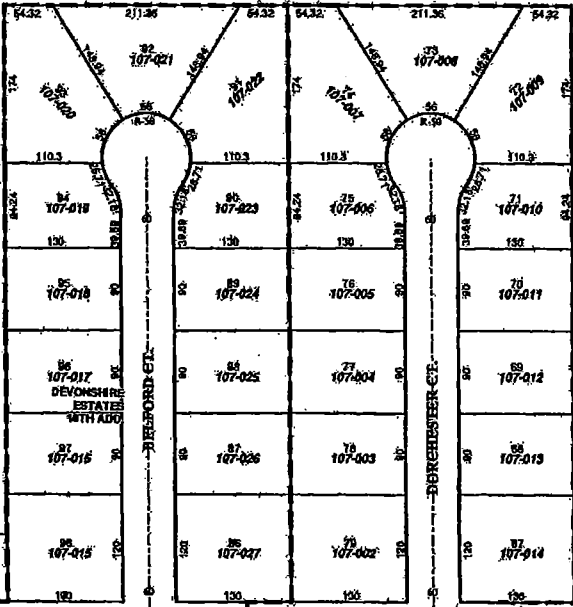
270

280

290

300

WASHINGTON



4

Prepared by & Return to:

DEAN R. ESSIG
135 Washington Square
Washington, IL 61571

200200003140
Filed for Record in
TAZEWELL COUNTY, IL
ROBERT LUTZ
01-28-2002 At 03:07 PM.
DECL REST 15.00

DECLARATION OF RESTRICTIVE COVENANTS

The undersigned, **CIRCLE FOUR REALTY, CO.**, an Illinois corporation, the owner and proprietor of **DEVONSHIRE ESTATES FIFTEENTH ADDITION**, to the City of Washington, Tazewell County, Illinois, does hereby set forth, publish and declare the following as a Declaration of Restrictions to apply to said Extension of said Addition and to each lot, piece, and parcel thereof and does hereby declare that said restrictions shall bind our successors and assigns:

A. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and an attached garage for not more than three cars. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1600 square feet for one-story dwelling and not less than 1080 square feet for two-story dwelling. Any design other than a ranch or two-story shall be permitted only upon written approval of the Architectural Control Committee. Each dwelling shall have an attached garage with not less than two (2) nor more than three (3) stalls.

B. SUBDIVISION OF LOTS. No lot shall be subdivided without the express written approval of the Architectural Control Representative, who shall be appointed by the undersigned proprietor or its designated representative.

C. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Representative, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

**Instrument
200200003140**

D. BUILDING LOCATION. No building shall be located on any lot nearer than thirty (30) feet to the front lot line. No building shall be set back from the front lot line farther than thirty-five (35) feet, EXCEPT on Lots 71, 72, 73, 74 and 75, upon which the homes may be set back further than 35 feet to accommodate house dimensions.

E. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat.

F. NUISANCES. No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

G. APPEARANCE OF PROPERTY. No tents, shacks, temporary buildings or garage houses may be moved or built on any of said lots nor occupied as living quarters and no trash, refuse, garbage or building materials shall be dumped, stored, or abandoned within the subdivision.

H. YARD LIGHTS. An outside yard light with automatic switch and post shall be installed and connected up by each lot owner prior to occupancy of any dwelling erected thereon; said light and post to be located 10 feet back of the front lot line at the driveway in accordance with specifications of the Architectural Control Committee. Name sign on same post is optional.

I. VEHICLES, CAMPERS, BOATS AND TRAILERS. No junk or inoperative vehicle shall be parked or maintained in the subdivision for more than three (3) days, except in such a location that it cannot be seen from the street.

J. REMOVAL OF DIRT. No dirt from any excavation shall be permitted to be removed from said subdivision, but shall be used to fill low places as directed by the Architectural Control Representative.

K. ENFORCEMENT. Any person owning any lot in said subdivision may enforce these covenants, conditions and restrictions by proceeding at law or in equity against any person or persons violating or attempting to violate the same either to restrain or to recover damages.

L. CONSTRUCTION AS SEVERABLE. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Instrument
200200003140

M. AMENDMENT. These Restrictive Covenants may be amended at any time by the owner and proprietor by recording the amendment in the Recorder's Office of Tazewell County, Illinois, except after all lots are conveyed to other owners these Restrictive Covenants may be amended by recording a Declaration of Amended Restrictive Covenants signed by 2/3rds of the then lot owners.

N. These Restrictive Covenants shall run with the land and must be accepted and adhered to as conditions to any sale, assignment, inheritance or change of ownership of any lot in the subdivision.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at Washington, Illinois, this 24 day of Jan, 2002.

CIRCLE FOUR REALTY CO.

BY: Donald J. Smelz
Donald J. Smelz, President

ATTEST: Mauna J. Smelz
Mauna J. Smelz, Secretary

STATE OF ILLINOIS)
)
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Donald J. Smelz personally known to me to be the President of the Circle Four Realty Co. and Mauna J. Smelz 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 as Secretary of said Corporation, and caused the 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 acts, 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 24 day of Jan, 2002.



Juliana Fuchs
Notary Public

Requested By: eva 02/18/2010

Instrument
200200003140

LEGAL DESCRIPTION:

Lots 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, in DEVONSHIRE
ESTATES 15TH ADDITION, as shown on Plat recorded in Plat Book 111, Page 92,
in the City of Washington, County of Tazewell, State of Illinois.

PIN: PT. 02-02-14-100-004
PT. 02-02-14-100-019
PT. 02-02-14-100-023

Back/Restrict/DEV-15