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**DECLARATION**

**OF**

**PROTECTIVE COVENANTS**

**FOR**

**STELLE COMMUNITY ASSOCIATION**

**Cabery, Ford County, Illinois**

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**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
THE STELLE COMMUNITY ASSOCIATION**

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**THIS DECLARATION** is made by **THE STELLE COMMUNITY ASSOCIATION**, an Illinois not-for-profit corporation, referred to as the “Declarant.”

1. **RECITALS:** The Declarant stipulates and declares as follows:

(a) The Declarant is the owner of the real estate legally described on Exhibit A to this Declaration which is located in Ford County, Illinois, and is referred to in this Declaration as the “Property.”

(b) The Property is part of a residential development known as Stelle and for which the Declarant serves as a homeowner’s association.

(c) The Declarant desires to integrate the Property into Stelle and to establish certain protective covenants, restrictions, and easements governing the Property for the Declarant’s own benefit and for the mutual benefit of all future owners or occupants of the Property, to provide for the harmonious, beneficial, and proper use, conduct, and maintenance of the Property, and to protect and enhance the value, attractiveness, and desirability of the Property as a single-family residential development.

2. **DECLARATION:** The Declarant hereby declares that the Property and all portions of it shall be used, occupied, held, sold, and conveyed only subject to the covenants, restrictions, and easements provided in this Declaration which shall constitute covenants running with the land and be binding upon and inure to the benefit of all parties who now have or hereafter acquire any right, title, or interest in the Property or any portion of it and their respective heirs, devisees, successors, and assigns.

3. **DEFINITIONS:** As used in this Declaration the following words and terms shall, unless the context requires otherwise, have the following meanings:

**ASSOCIATION**

The Stelle Community Association, which is the association of all of the Lot Owners of Property.

**BOARD OR BOARD OF DIRECTORS**

The Board of Directors of The Stelle Community Association.

**BUILDING**

A structure completely or substantially enclosed by exterior walls with a roof supported by columns and/or walls and intended for use as shelter, housing, and/or enclosure of an individual, animal, equipment, goods and/or materials of any kind.

**DECLARANT**

The Stelle Community Association.

**DECLARATION**

This instrument by which the Property is made subject to certain protective covenants, restrictions, and easements and the Declaration as amended from time to time.

**DWELLING**

A residential building or any portion of it.

**LOT**

A parcel of land situated on the Property which is under common fee ownership and which is occupied or intended for occupancy by one dwelling and has frontage upon a street. "Lot" may or may not coincide with a lot of record.

**LOT OWNER OR OWNER**

The person, persons, or other entities whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of each Lot on the Property. Lot Owner shall include any beneficiary of a trust, shareholder of a corporation, or partner of a partnership holding legal title to any Lot.

**MAINTENANCE**

The exercise of reasonable care to keep buildings, other improvements, fixtures, and other portions of the Property in a condition comparable to their original condition excepting only normal wear and tear. As applied to landscaping, maintenance shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

## **MORTGAGE OR MORTGAGES**

A recorded and unreleased mortgage or deed of trust encumbering any portion of the Property, any Building, or the interest of any Lot Owner.

## **OCCUPANT**

The person or persons in possession of a Lot without regard to ownership.

## **PERSON**

A natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real estate.

## **PROPERTY**

The real estate legally described on Exhibit A of this Declaration and any other real estate which may be made subject to the terms and conditions of this Declaration in the future.

## **STREETS**

Streets shall mean and refer to the streets in Stelle, including the right of way on either side of the paved surface of the streets, which are owned by The Stelle Community Association.

## **ARTICLE I: ARCHITECTURAL REVIEW COMMITTEE (ARC)**

### **Section 1**      **Creation**

The Architectural Review Committee ("ARC") is hereby created. The ARC shall include no more than five (5) members including the chairperson.

### **Section 2**      **Architectural Review / Control**

No Building shall be erected, installed, placed, painted, or permitted to remain on the Property until the same has been approved in writing by the ARC.

Plans and specifications showing the nature, kind, shape, color, size, materials, and location of the Building shall be submitted to the ARC. Following preliminary review, which may include a public notice posted in the Community Building or other public location, ARC will present a recommendation for approval, disapproval, or modification to the Board of Directors of the Association for further review and decision. The preliminary review period may include a plan review conducted by a designated representative chosen by and retained by the Board of Directors.

The approval or disapproval of the plans and specifications shall be in writing. In the case of disapproval, ARC or the Board of Directors of the Association shall include a statement of the reasons for disapproval and shall indicate in a general way the kind of plans and specifications which the Board of Directors will approve for the Lot.

**Section 3**      **Membership**

- a. Members of the ARC shall be appointed by the Board of Directors of the Association.
- b. Any member of the ARC must be in good standing with his or her Association billings.
- c. All members of the ARC must be Occupants or Lot Owners.

**Section 4**      **Terms of Office for ARC Chairperson and Members**

- a. The ARC Chairperson shall be elected by a majority vote of the members of the ARC.
- b. The members of the ARC shall serve for one year or until their successors are appointed by the SCA and may be re-appointed by the Association.

**Section 5**      **Responsibilities of the ARC**

The ARC shall regulate the design, aesthetics, and locations of the Buildings in such a manner as to preserve and enhance values, and maintain harmonious relationship among Buildings and the natural vegetation and topography.

ARC will provide for the function and practical coordination of growth and development for The Stelle Community. In furtherance thereof, the ARC shall:

- Make recommendations to the Board of Directors of the Association as to approvals, modifications, or disapprovals of all written applications of Lot Owners for improvement or additions to Lots or Buildings and present its recommendations to the Board of the Association for final decision;

- Will, under no circumstances, enter a Lot without the Lot Owner's express consent;
- Adopt architectural guidelines subject to the approval of the Board of Directors of the Association; and
- Maintain complete and accurate records of all actions taken.

**Section 6**      **Drawings and Specifications**

Two sets of construction drawings and specifications showing the placement of any Building relative to the lot lines and any other existing Buildings must be provided. A staked survey by a licensed surveyor must be obtained by the Lot Owner and a copy of the survey is to be included with the drawings. Construction drawings must show the proposed elevation of the top of the foundation and/or garage slab.

**Section 7**      **Procedure to Investigate/Rule on Deed Restriction Violations**

- a. Reports of alleged covenant violations must be reported to the ARC Chairperson in writing. Verbal reports will not be accepted.
- b. The ARC will contact and meet with the Lot Owner in violation to discuss and view the alleged violation and suggest a possible resolution.

**ARTICLE II: BUILDING AND OTHER PROPERTY REQUIREMENTS**

**Section 1**      **Subdividing of Lots**

No Lot shall be further divided or subdivided from a lot of record without first obtaining prior written approval from both Ford County and the SCA Board of Directors.

**Section 2**      **Permits**

All construction of new Dwellings or other Buildings or additions to existing Dwellings or other Buildings shall require the issuance of building permits both by Ford County and SCA Board of Directors. All plans, drawings and other documents shall bear the approval stamp of the Ford County Building Commission or other appropriate Ford County agency and the Board. J.U.L.I.E. must be called by the appropriate contractors to locate underground utility lines.

**Section 3**      **Single-Family Residential Use**

All portions of the Property shall be used for single-family residential purposes only. No more than one single-family Dwelling shall exist on each Lot together with an attached or detached garage.



**Section 4**      **Garages and Accessory Buildings**

The size of a garage, whether it is attached or detached, shall be limited to no more than three (3) overhead doors. An overhead door exceeding ten (10) feet in width shall be counted as two (2) for this purpose

If the garage is detached, it shall be placed on the Lot so as not to infringe on any front, rear, or side yard setback. Detached garages shall be located no less than (6) feet from the Dwelling.

If the garage is attached, 5/8 inch fire-rated drywall shall be placed on the interior wall adjacent to the Dwelling.

In addition, there shall not be placed, constructed, or used on any Lot more than one (1) accessory Building consisting of a storage shed, barn, greenhouse, or a similar structure which shall not be more than 200 square feet in size. Any such accessory Building shall be placed no less than ten (10) feet from any rear or side yard lot line. No accessory Building shall be permitted in a front yard. In addition, an accessory Building shall not occupy more than thirty percent (30%) of the rear yard area.

**Section 5**      **Building Setback Lines**

No Building or other structure shall be placed, constructed, or used on any Lot within any front, side, or rear setback lines for such Lot as set forth in the plat of the Stelle Subdivision or as is provided in the Zoning Ordinance of the County of Ford as it is in effect at the applicable time. In addition, each Dwelling shall be placed no less than twenty (20) feet from any rear or side yard lot line.

**Section 6**      **Building Height**

No Building or other structure shall be placed, constructed, or used on any Lot which is more than two and one-half (2½) stories or 35 feet in height from the ground level to the top of the roof.

**Section 7**      **Minimum Dwelling Size**

The size of any Dwelling, *exclusive of basement, attic, unheated breezeway or porches and garage space*, constructed on the Property shall be a minimum of 1,100 square feet. The maximum square footage shall be no great than 3,500 square feet.

**Section 8**      **Building Quality**

All Dwellings shall be constructed in accordance with all applicable building codes and in accordance with any more restrictive requirements of this Declaration or the SCA Board of Directors.

**Section 9**      **Temporary Structures**

No trailer, house trailer, mobile home, manufactured home (as defined by FHA Appraisal Guidelines), tent, recreational vehicle, or any other temporary structure shall be used at any time as a residence, either temporarily or permanently, for a period of longer than fourteen (14) days. However, a trailer or other temporary structure may be used in conjunction with construction of a Dwelling by the persons engaged in the construction thereof. Before any person may occupy any such completed Dwelling, the trailer, or other temporary structure must be removed from the Lot.

In the event that any Lot Owner is displaced from his or her Dwelling because of a fire or other disaster which renders the Dwelling uninhabitable, then, for a period of ninety (90) days from and after the time of said destruction and damage, the Lot Owner shall be entitled to place a trailer or mobile home upon his property to be used by him or her for residential purposes during such ninety (90) day period.

During this time, said premises shall be restored to a condition to allow the Owner to resume occupancy of said residential Dwelling, and any mobile home or trailer used during such ninety (90) day period shall, at the expiration thereof, be removed.

In the event that the Owner has used due diligence and has proceeded with all deliberate haste to repair the damage caused by the disaster and is still unable to render the premises habitable for use within such ninety (90) day period, then the Owner may appeal to the SCA Board to grant additional ninety (90) day periods within which to complete the restoration.

**Section 10**      **Construction Time/Construction Material Disposal**

Construction shall begin within two (2) years of purchase of a Lot.

Construction of all single-family Dwellings and other Buildings constructed at any time on the Property shall be completed in a workmanlike manner allowing them to be ready for use and occupancy no later than one (1) year from the date on which the building permit for such Dwelling of other Building has been issued by Ford County and the SCA Board.

During the course of construction, the Lot Owner shall keep the Lot free of construction debris that is not immediately placed in a dumpster or other secure debris removal containers which are regularly emptied or otherwise removed from the Lot. The burning of construction material on any Lot is prohibited. However, this restriction shall not prohibit outdoor burning for campfires, barbeque grills, or similar recreational uses.

In addition, the Lot Owner shall cause all construction equipment to be used in such a manner as keeps mud off of the Streets of the subdivision during the course of construction.

**Section 11**    **Construction Fences**

Prior to the start of any construction, the Lot Owner or contractor shall install construction fencing, at a minimum of 48 inches in height, around the perimeter of the Lot.

**Section 12**    **Construction Damage**

If, during the construction of any Building upon any Lot on the Property, the adjacent street is damaged in any fashion, intentionally, negligently, or otherwise, through the actions of the contractor, his agents or employees, or the Lot Owners during construction, then within two (2) months subsequent to substantial completion of said construction, the Lot Owner shall at his or her sole cost and expense, replace and repair said street to its condition as it existed prior to commencing said construction.

**Section 13**    **Grade Height and Drainage**

The elevation of the top of the foundation and/or garage slab for all Buildings shall be a minimum of eight (8) inches above finished grade and a minimum of twelve (12) inches above the center of the street.

In order to protect the drainage gradings of the ditches, before beginning any excavation, every Lot Owner shall be required to install a metal culvert of appropriate size for field conditions and a temporary stone or gravel access driveway.

No buildings or other obstructions of any kind shall be placed in any drainage swales or other drainage areas on the Property.

**Section 14**    **Driveways**

There shall be no more than one Driveway for each Lot.

Every Owner constructing a Dwelling upon any Lot shall, prior to the issuance of a Certificate of Occupancy, install at his or her sole cost and expense, a paved area for off street parking and a pedestrian accessway from the front door of the Dwelling to the street.

Driveway paving may take the form of concrete, asphalt, or pavers. Loose gravel, stone, or slag surfaces are not permitted, except during the course of construction.

**Section 15**    **Landscaping**

Not less than six (6) months after the date of completion of the newly constructed Dwelling on any Lot on the Property, the Lot Owner shall cause the Lot to be graded to an acceptable grade as

required by the ARC and be sodded or seeded with grass on those areas not built upon. Alternative landscaping may be substituted for grass with ARC approval. All grass, other landscaping, and weeds shall be cut and maintained regularly.

In addition, for every newly constructed Dwelling, every homeowner shall be required to plant a minimum of three trees no less than one (1) inch in diameter upon their Lot not later than six (6) months after the date of completion of the newly constructed Dwelling.

#### **Section 16   Fences and Retaining Walls**

No fence, wall, or retaining wall shall be erected on any Lot without the prior written approval of the ARC. In addition, an existing fence shall not be altered unless such fence or wall (new or altered) is first approved by the Board of Directors of the Association.

No fences shall be placed on any Lot more forward than the rear of the Dwelling situated on the Lot.

#### **Section 17   Water, Sanitary and Sewer, Community Connections, and Private Wells**

All Dwellings shall provide for sanitary plumbing and inside toilet facilities to be connected with the Association water and sewer system. A buffalo box shut-off and remote readout for the water meter are required at the Lot Owner's expense. Private wells may be installed as long as they are installed according to the specifications of the Ford County Health Department and have been approved by the ARC. No private water system will be cross-connected with the Association water system.

#### **Section 18   Propane Tanks**

No exterior propane tanks, butane tanks, or any other fuel tanks of any kind or nature shall be placed or maintained upon any Lot. However, the following tanks shall be permitted:

- (a) Propane tanks contained within or affixed to residential barbeque units;
- (b) Residential propane tanks which are either buried below ground or are fully screened from public view by landscaped plants or fences at least as tall as the tallest point of the tank, which have been installed by a licensed installer in compliance with all applicable laws, codes, or regulations and which otherwise have a location and design approved in advance of construction by the ARC.

#### **Section 19   Fireplaces And Wood Burning Stoves**

A catalytic converter is required for the burning of woods, pellets, coal etc. in any type of stove, masonry fireplace, or other similar apparatus.

**Section 20**    **Exterior Lighting**

All exterior lighting on the Property shall be of such style, illumination strength, and illumination direction as is approved by the ARC from time to time.

In order to provide adequate night lighting, at no later than the completion of the Dwelling on any Lot the Lot Owner shall install in the front yard and maintain at all times thereafter one (1) non-light polluting exterior light. In the case of a corner Lot, the ARC may require two (2) yard lights. This lighting shall be required to be illuminated between dusk and dawn and controlled by a photo-electric cell.

**Section 21**    **Air Space Above Roof Lines**

No alternative energy systems, television, radio, or other communication towers, or any other equipment, systems, or devices which extend more than three (3) feet above the roofline of any Building on any Lot shall not be installed or maintained without prior approval from the ARC. Safety, public impact, and aesthetics are considerations that the ARC shall consider in evaluating any extensions three (3) feet or more above the rooflines.

**Section 22**    **Maintenance**

Each Lot Owner shall, at that Lot Owner's sole cost and expense, maintain the Owner's Lot and all Buildings on his or her Lot in good condition at all times.

If at any time all or any portion of any building on the Property is damaged or destroyed by fire or other casualty, the Lot Owner shall, within one hundred eighty (180) days after the damage occurred, begin all reasonably required repairs or reconstruction of the Building or shall cause the Building to be entirely removed from the Property.

**Section 23**    **Vehicle Restrictions**

No campers, motor homes, recreational vehicles, trucks other than a standard size pickup truck, boats, boat trailers, snowmobiles, garden tractors, or similar equipment shall be permitted to be parked on any Street. In addition, no campers, motor homes, recreational vehicles, trucks other than a standard size pickup truck, boats, boat trailers, snowmobiles, garden tractors, or similar equipment shall remain on any Lot for a period of more than ten (10) days unless it is placed either on a paved parking area not visible from the Street or within an entirely enclosed Building. Placement of such a parking area is subject to the approval of the ARC, and in some cases screening or fencing may be required. In addition, the Board of Directors of the Association may grant variances from these requirements upon the positive recommendation of the ARC.

Each Lot with a Dwelling situated on it shall have at least two (2) off street parking spaces.

**Section 24**    **Vehicle Maintenance/Junkyards**

No motor vehicle maintenance shall be conducted on any Lot unless such maintenance is performed within an entirely enclosed building.

No junkyard or wrecking yard may be operated or maintained on any Lot. In addition, no wrecked, junked, broken down, or inoperative automobile, truck, bus, motorcycle or other motor vehicle, boat, trailer, or any parts of any of them, shall be placed or parked or be permitted to remain on any Lot or in the Street so as to be visible from any Street or from any adjacent property for more than ten (10) days. If any such inoperable vehicle or other equipment is so visible for more than ten (10) days, the Association may cause the motor vehicle or other equipment to be towed and removed from the Lot or the Street to a place to be determined at the sole discretion of the Association. The Lot Owner shall pay for all costs and expenses incurred in the towing, removal, and storage of such vehicle or other equipment.

**Section 25**    **Animals**

No animals, reptiles, insects, or birds of any kind shall be raised, bred, or kept on any Lot or otherwise on the Property except usual and ordinary household pets provided they are not kept, bred, or maintained for any commercial purposes and provided they are kept under reasonable control at all times.

No livestock, poultry, or dog shall be kept or maintained on any Lot outside of the Dwelling.

**Section 26**    **Garbage And Refuse Removal**

No person shall store any refuse, rubbish, or trash on any Lot except in a covered refuse container or composting devise outside of the Dwelling from which the refuse, rubbish, or trash is generated. Refuse shall not be visible from the exterior of the Dwelling or placed at the curb more than 24 hours prior to the scheduled refuse removal pickup time. In addition, no storage of refuse, rubbish, and trash shall be done in a fashion to appear unclean, untidy, obnoxious, or unpleasing to the eye or nose.

There shall not be any open burning of refuse, rubbish, or trash on any Lot. Tree branches and shrubbery may be disposed of as permitted by the Association at a public burn pile.

**Section 27**    **Electronic Equipment**

No television, radio, or other communication equipment, antenna, dish, or receiving device shall be placed or used on any Lot if its construction or use interferes with the video, audio, or other signal reception on any portion of the Property.

**Section 28**    **Nuisances**

No noxious or offensive activity shall be permitted on any Lot nor shall anything be done on any Lot which may otherwise become an annoyance or nuisance to the neighborhood. Activities which produce objectionable amounts of noise, odor, smoke, dust, or glare are expressly prohibited. However, these provisions shall not be considered to prohibit normal construction and development activities on any Lot provided such activities occur between the hours of 7:00 a.m. and 7:00 p.m.

**Section 29**    **Fees and Bonds**

The Board of Directors of the Association may adopt from time to time such fees as the Board of Directors determines to be appropriate from time to time for plan review and approvals, building inspections, water and sewer hook-up fees, and similar fees and costs relative to the operation of the Property. In addition, the Board of Directors of the Association may require, in its discretion, construction completion or other bonds to be furnished by Lot Owners or contractors in connection with any construction or similar activities on any part of the Property.

**Section 30**    **Public Utility and Drainage Easements**

No Building shall be built upon or over any easement or right-of-way except for peripheral utility hardware necessary to support the operation of the associated underground utility equipment, and appropriate enclosures for the same. Any acceptable aboveground hardware and enclosures shall not, however, by their location, interfere with the installation and maintenance of underground utility equipment, or with pedestrian or vehicular traffic on areas designated to allow for such traffic.

In the event that any Lot Owner constructs a private driveway across any such right of way, it is done so at his or her sole risk acknowledging and understanding that any such utility company shall have the right to dig up and excavate any such driveway to gain access to equipment contained within the right of way described and granted above. The cost of property-related Association infrastructure damage caused by the Lot Owner or his or her agents shall be the responsibility of the Lot Owner.

It is further reserved that within these right of ways, permission is granted to the Association for the planting and maintenance of sidewalks, side strips, parkways, and woods, in and around these Streets designated on the subdivision plat.

**Section 31**    **Variances**

The SCA Board of Directors, without the consent of any of the Lot Owners, shall have the authority to enter into agreements with Lot Owners to vary from the covenants set forth in this Declaration when there are practical difficulties or particular hardships resulting from the application of these covenants. Any such variance shall be in writing and shall not constitute a

waiver of any of such covenants as to the remaining portions of the Property. All requests for variances shall be submitted in writing to the ARC for review and evaluation and then to the Board of Directors of the Association for final approval or disapproval.

**Section 32**    **Additional Property**

The Board of Directors of the Association reserves the right from time to time to annex and add to the Property by making additional real estate situated adjacent to the then existing Property subject to the provisions of this Declaration.

Each Lot Owner and his respective Mortgagees, grantees, heirs, administrators, executors, legal representatives, successors, and assigns, by their acceptance of any deed or Mortgage or other interest with respect to a Lot shall be deemed to have expressly agreed and consented to all of the provisions of this Declaration with respect to the recording of any amended declarations adding to the Property from time to time.

**Section 33**    **Enforcement**

The Association, its successors and assigns and any persons or other entities which are then Owners of any Lots on the Property shall have the right to enforce by any proceeding at law or in equity all of the protective covenants, restrictions, and easements contained in this Declaration.

The prevailing party in any such enforcement proceeding shall be entitled to recover of the other party all costs and expenses, including court costs and reasonable attorneys' fees, incurred by the successful enforcing party.

**Section 34**    **Amendment**

The provisions of this Declaration may be amended from time to time by a duly recorded instrument which is executed and acknowledged by not less than two-thirds (2/3) of the then Owners of all Lots then situated on the Property.

**Section 35**    **Rights and Obligations**

Each Owner of any Lot on the Property by the acceptance of a deed of conveyance to that Owner and each purchaser under any contract for such deed of conveyance by the acceptance of such contract shall be deemed to have accepted the deed or contract subject to all of the protective covenants, restrictions, and easements contained in this Declaration.

All of the rights, benefits, and privileges of every character granted, created, or declared by this Declaration and all impositions and obligations imposed by it shall be deemed and taken to be covenants running with the land, shall bind any person having at any time any interest or estate in the Property or any portion of it, and shall extend to the benefit of any grantee or purchaser in the same manner as though the provisions of this Declaration were recited and stipulated at length in the deed of conveyance, contract for deed of conveyance, or assignment of beneficial interest under a land title-holding trust.



**Section 36**    **Severability**

The Association believes that all of the provisions of this Declaration comply with all applicable laws and judicial decisions. However, if any of the provisions of this Declaration is found by any court of law to be in violation of any ordinance, statute, law, administrative or judicial decision, or public policy and the court declares such provision to be illegal, invalid, unlawful, void, or unenforceable as written, such provision shall be given force to the fullest possible extent that it is legal, valid, and enforceable, the remainder of this Declaration shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision is not contained in it, and the rights, obligations, and interests arising under the remainder of this Declaration shall continue in full force and effect.

**Section 37**    **Construction**

No provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce that provision, irrespective of the number of violations or breaches of the provision. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class single-family residential development. Titles to the paragraphs of this declaration are for convenience only and do not limit, define, or construe the contents of the paragraphs.

**Section 38**    **Duration**

The protective covenants, restrictions, and easements provided for in this Declaration shall run with and bind the land and inure to the benefit of and be enforceable for a period of forty (40) years from the date of the execution of this Declaration and shall thereafter continue automatically for additional periods of ten (10) years each unless otherwise agreed to in writing by not less than two-thirds (2/3) of the then Owners of Lots then situated on the Property.

Dated: May 26, 2012

**THE STELLE COMMUNITY ASSOCIATION,**  
an Illinois not-for-profit corporation

By Walter S. Ring  
Its President

ATTEST:

Reg Homier  
Its Secretary

STATE OF ILLINOIS     )  
  )  
COUNTY OF FORD     )

I, the undersigned, a notary public in and for the State of Illinois, do hereby certify that the above officers of the Stelle Community Association, an Illinois not-for-profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of The Stelle Community Association, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the instrument as their free and voluntary act and the free and voluntary act of the corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26<sup>th</sup> day of <sup>May</sup>~~April~~, 2012.

Susan Fisher  
Notary Public



This instrument prepared by and return to:  
Gregory A. Deck  
Deck & Baron  
200 E Court Street, Suite 508  
P.O. Box 693  
Kankakee, Illinois 60901  
(815) 939-7373

**EXHIBIT A**  
**Legal Description of the Property**

Lots One Hundred Fifty-six (156), One Hundred Fifty-seven (157), One Hundred Fifty-nine (159), One Hundred Sixty (160), One Hundred Sixty-one (161), One Hundred Sixty-two (162), One Hundred Sixty-three (163), One Hundred Sixty-seven (167), and One Hundred Sixty-eight (168) of the Third Resubdivision of Stelle Subdivision No. 1, being part of the Northeast Quarter (NE¼) of Section Thirty-five (35), Township Twenty-nine (29) North, Range Nine (9) East of the Third Principal Meridian, in Ford County, Illinois.

Property Index Nos.	01-01-35-277-013	(Lot 156) ✓
	01-01-35-277-012	(Lot 157) ✓
	01-01-35-276-022	(Lot 159) ✓
	01-01-35-276-021	(Lot 160) ✓
	01-01-35-276-020	(Lot 161) ✓
	01-01-35-276-019	(Lot 162) ✓
	01-01-35-276-018	(Lot 163) ✓
	01-01-35-278-003	(Lot 167) ✓
	01-01-35-278-004	(Lot 168) ✓