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CERTIFICATE OF PLATTING AND CERTIFICATE OF RESTRICTIONS AND COVENANTS

The undersigned, **Village of Dieterich, Illinois**, (hereinafter referred to as the "Owner") being the legal owner of the following described real estate, to-wit:

A part of the West Half, of the Northeast Quarter Section 14, Township 7 North, Range 7 East, of the Third Principal Meridian, Effingham County, Illinois, being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 2 of Hartke's Subdivision No. 1, reference made to Book 10, Page 12, Plat # 2-B in the Effingham County Recorder's office, being a point;

Thence, S 0° 56' 14" W, parallel to the West line of Hartke's Subdivision No. 2, reference made to Book 1135, Page 103, Plat #190-C in the Effingham County Recorder's Office, to the South Right-of-Way line of a public road, a distance of 50.00 feet, to the POINT OF BEGINNING, being an iron pin;

Thence, S 0° 56' 14" W, parallel with the West line of said Hartke's Subdivision No. 2, to a point on the present Southerly property line of the Village of Dieterich Water Department as extended Westerly, a distance of 1453.62 feet, to an iron pin;

Thence, S 89° 40' 16" E, parallel with the South property line of the present Southerly property line of the Village of Dieterich Water Department to the East line, of the West Half, of the Northeast Quarter of said Section 14, a distance of 753.92 feet, to an iron pin;

Thence, N 0° 47' 23" E, along the East line, of the West Half, of the Northeast Quarter of said Section 14, to the Southeast corner of Hartke's Subdivision No. 3, reference made to Book 1434, Page 320, Plat #244-A in the Effingham County Recorder's Office, a distance of 1034.11 feet, to an iron pin;

Thence, N 89° 42’ 56” W, along the South line of said Hartke’s Subdivision No. 3, to the Southwest corner of said Hartke’s Subdivision No. 3, a distance of 627.55 feet, to an iron pin;

Thence, N 0° 56’ 14” E, along the West line of said Hartke’s Subdivision No. 3 extended to the Southeast corner of Lot 2 of Hartke’s Subdivision No. 4, reference made to Book 1919, Page 283, Plat #306-A, in the Effingham County Recorder’s Office, a distance of 135.00 feet, to an iron pin;

Thence, N 89° 41’ 04” W, along the South line of said Lot 2, to the Southwest corner of said Lot 2, a distance of 120.00 feet, to an iron pin;

Thence, N 0° 56’ 14” E, along the West line of said Hartke’s Subdivision No. 4, to the Northwest corner of Lot 1, of said Hartke’s Subdivision No. 4, a distance of 285.00 feet, to an iron pin;

Thence, N 89° 41’ 04” W, along the South Right-of-Way line of a public road, a distance of 3.71 feet, to the POINT OF BEGINNING, and containing 18.27 acres more or less,

(hereinafter referred to as the “premises”), has caused the premises to be surveyed by Milano & Grunloh Engineers, LLC, and has subdivided the premises into lots, streets, and easements as indicated on the annexed plat (hereinafter referred to as the “plat”) bearing the Certificate of Douglas C. Grunloh, P.L.S. No. 3696 under date of January 23, 2018, said subdivision to be known as:

HARTKE SUBDIVISION NO. 5.

The undersigned does also hereby dedicate and set apart the street and utility easements indicated on said plat to the use of the general public forever for purposes of installing, lying, constructing, maintaining, and operating public streets, sidewalks, drains, storm sewers, sanitary sewers, gas mains, water mains, electric lines, cable t.v. lines, telephone lines, fiber optic, cable, and broadband internet, and appurtenances thereto and other public utilities, in, on, over, through, and across the said street and utility easements indicated on said plat. All such utility services shall be placed underground.

A person exercising any of the easement rights granted hereunder shall have the right to authorize persons to construct, occupy, maintain, use, repair, and reconstruct streets, drains, utilities and appurtenances thereto within said easement and to maintain said easement free from buildings, fences, structures, and obstructions of any kind whatsoever which actually obstruct or unreasonably interfere with said person's easement rights. No person shall obstruct said easement. No vegetation, except for grass, shall be planted in the drainage easement areas or the ingress/egress easement areas.

The owner of easement rights granted hereunder shall not allow or permit the disposal, placement, release or escape of junk, garbage, materials, or Hazardous Substances as defined under applicable law, nor shall such owner commit any act in violation of applicable environmental law, or to commit any act in violation of these covenants and restrictions contained herein. Acceptance of the foregoing grants shall bind such party to comply with the obligations set forth herein.

To the best of the undersigned's knowledge, as of the date of this Certificate of Platting the real estate described herein is located within the boundaries of Dieterich School District, Unit 30; however, due to the fact that school district boundaries change from time to time, all persons are hereby put on notice that they should not rely on this statement, but should make an independent investigation of the boundaries of Dieterich School District, Unit 30.

RECITALS

Whereas, each and every one of these covenants, conditions, reservations and restrictions (which said terms in the context of this instrument shall be deemed interchangeable) is and all are for the benefit of each owner of each and every parcel or subdivided lot of the premises described herein, or any interest therein, and shall inure to and pass with each and every parcel or

subdivided lot of said premises, shall run with the land, and shall bind the respective successors in interest of the present owner thereof; and,

Whereas, it is the intent of the undersigned to subdivide and develop the premises within the context of a general plan and scheme of development whereby persons may purchase subdivided lots of the premises for construction and development of single family residences, said residences and appurtenances thereto to be constructed in a harmonious manner consistent with the overall character of development of the premises.

Now therefore, the following restrictions are hereby established and shall apply with full force and affect to all Lots of Hartke Subdivision No. 5

RESTRICTIONS

1. Setback Lines: Any and all buildings and structures built on the premises shall comply with the Village of Dieterich Zoning Ordinance.

2. Off Street Parking and Driveways: Off street parking shall be required in sufficient amount to allow a person owning a subdivided lot of the premises to park any and all motor vehicles reasonably anticipated to be regularly parked on such part of the premises. A person owning a subdivided lot of the premises shall provide a private driveway off of the public street to that person's property for purposes of serving such subdivided lot. All private driveways shall, at a minimum, be constructed of concrete to support vehicular traffic and a minimum attached two (2) car garage.

3. Homes and Residential Structures: Any and all buildings and structures intended to be used for or actually used for residential purposes on the premises:

A. Shall be completed within one (1) year of purchasing the lot.

B. Shall not be constructed of asbestos siding, metal siding, roll roofing, roll siding, tar paper, tin or iron sheeting, concrete block, nor with second-hand or used materials.

C. Foundation shall be poured concrete, and shall be a maximum of twenty-four (24) inches in height above the elevation of the adjacent street, unless the Architectural Committee provides prior written approval to deviate from the maximum height requirements, and further provided positive drainage to the street or storm sewer system is provided for in the construction of the building or structure.

D. All roofing shall be at least three tab asphalt, fiberglass, cedar, or standing seam or decra metal shingles.

E. All one story dwellings shall have a minimum square footage of one thousand three hundred (1,300) square feet ground level, exclusive of garages, porches, decks and basements. All one and one-half or two (1 ½ or 2) story dwellings shall have a minimum one thousand (1,000) square feet ground level, with a minimum one thousand five hundred (1,500) overall square footage, exclusive of garages, porches, decks, and basements.

F. Shall not be duplexes, triplexes, or other multiple-dwelling unit structures;

G. Shall not be round or domed in structure;

H. Shall be supplied with proper sewage facilities, public utilities, and public water service;

I. Shall be landscaped and seeded to grass within sixty (60) calendar days of final grading or occupancy of a dwelling, unless season or weather prohibit. Furthermore, during construction of a dwelling (or any accessory building), a silt fence shall be maintained along the property lines, until such time as grass is established;

J. No temporary structure, camper, motor home, tent, garage, or outbuilding shall be used as a residence. No basement (in earth) homes shall be constructed on the premises;

K. All structures shall be constructed in compliance with the directives of the Architectural Committee as stated herein;

L. No signs shall be placed on the premises except that one sign, which is no greater than two square feet in size and no greater than four feet in height and which only advertises the subdivided lot for sale or advertises the builder of a structure on the subdivided lot during construction and sale of such structure, may be placed on a subdivided lot of the premises.

M. No mobile homes, trailers, modular homes, manufactured, or prefabricated or pre-engineered homes, buildings or structures shall be constructed or otherwise be placed upon the premises. All homes shall be stick built.

N. No exterior wood burning furnaces or stoves shall be constructed or otherwise be placed upon the premises.

O. The house number must be displayed on the front of each home with numbers being a minimum of four inches (4") in size and in a contrasting color.

P. Any fence or other structure installed, erected, placed, or altered on any lot shall be made of vinyl, chain link, or wrought iron. Wooden fencing is prohibited in any circumstances. No fence shall exceed six feet (6') in height.

4. Sidewalks: Concurrently with occupancy of a dwelling, the owner of said lot shall install a sidewalk five feet in width to the specifications, which are attached hereto as Exhibit A, and hereby incorporated by reference as though fully stated herein. The owner of each lot shall provide not less than 24 hour written notice to the Architectural Committee prior to pouring the sidewalk and further allow the Architectural Committee, and/or its designee to inspect the sidewalk to ensure that it is built in compliance with the aforesaid specifications. All sump pump drain lines and gutter drain lines from the dwelling must be installed and connected to the

public storm sewer prior to installation of the sidewalk.

5. Concrete Washout Prohibited: No person shall cause or permit concrete washout activities and/or any dumping, disposal, or release of wastewater from concrete washout upon any portion of the premises.

6. Sanitary and Sewer Service and Exterior Lighting: Each subdivided lot of the premises, as a minimum, shall be served by proper public sanitary sewer services.

No person shall place any exterior lighting of any kind whatsoever on any subdivided lot of the premises without first obtaining the permission of the Architectural Committee as provided herein. In no event shall any exterior mercury vapor lighting be allowed anywhere on the premises.

7. Subdividing: No single subdivided lot on the premises shall be subdivided further.

8. Drainage: No person shall alter or unreasonably restrict or unreasonably increase the natural flow and drainage of surface water runoff.

9. Use of the Property: The premises shall be used only for:

A. Single-Family Residential purposes.

B. A person owning a subdivided lot of the premises on which a single family residential structure has been constructed may also construct one (1) accessory building, exclusive of a garage attached to the residential structure. The term accessory building shall include unattached garage, shed, building, or other similar structure. Such accessory building shall not exceed one-thousand two hundred (1,200) square feet in size. All accessory buildings constructed on the premises shall be approved by the Architectural Committee, as provided herein, prior to the beginning of construction. No accessory building shall be larger than one story in height, excluding a basement, if any. An accessory building shall not be constructed of asbestos siding, metal siding, roll roofing, roll siding, tar paper, tin or iron sheeting, concrete block, nor with second-hand or used materials. All roofing shall be at least three tab asphalt, fiberglass, cedar, or standing seam or decra metal shingles. Foundations for an accessory

building shall be poured concrete.

C. The premises shall not be used for commercial or business purposes, except a home business not to exceed 400 square feet within any residence. There shall be no perceptible noises, odor, smoke, electrical interferences or vibrations emanating from such home business.

D. Any and all boats, tractors, lawnmowers, lawn care equipment, wagons, trailers, campers, motor homes, snowmobiles, motorcycles, and all other recreational vehicles shall be stored in an enclosed garage or enclosed accessory building built to the standards as stated herein.

10. Livestock and Animals: No animals, snakes, horses, swine, poultry or other livestock and no dangerous or wild animals shall be allowed on the premises, except:

A. Two (2) or fewer domestic pets (dogs, cats and similar domesticated pets) of any breed per subdivided lot of the premises. No animal shall be allowed which disturbs the peace by loud noises at any time of the day or night.

11. Garbage: No person shall dump, place, fill, or allow to accumulate any garbage, refuse, trash, junk, debris, junk, unmovable or inoperable motor vehicles. No motor vehicle shall be repaired on the premises unless such repair work occurs within an enclosed garage or accessory building constructed to the standards contained herein. All garbage, trash or refuse shall be kept in sanitary containers pending removal from the premises. Any and all incinerators or disposal equipment shall be kept in a clean and sanitary condition. No person shall operate a landfill, private or public, for the disposal of waste materials, garbage, debris or refuse whether generated on the premises or elsewhere. No person shall allow the growth of noxious weeds. No person shall commit any offensive activity upon the premises which may be or may become an annoyance or nuisance to the neighborhood.

12. Severability: Invalidation of any one of these covenants by judgment of a court of competent jurisdiction shall in no way affect any of the other provisions contained herein, all of which shall remain in full force and effect.

13. Term: These covenants shall run with the land and shall be binding on all parties owning subdivided lots or parcels within the premises, and all persons claiming under them, for a term of 25 years from the date of recording, at which time said covenants shall be automatically extended for successive periods of ten years unless, by a vote of at least seventy (70%) percent of the owners of subdivided lots or parcels within the premises, it is agreed to change, release or amend said covenants in whole or in part. At any time, seventy (70%) percent of the owners of the subdivided lots of the premises shall have the authority to change, amend or release all or any part of the restrictions contained herein. Any changes in the provisions of this indenture shall be evidenced in writing and by the recording of the same in the proper office.

14. Remedies and Enforcement: Any person benefitted hereunder shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them or to recover damages for such violation. The prevailing party in any such suit brought in a court of competent jurisdiction for purposes of enforcement of these covenants shall be entitled to recover from the non-prevailing party his costs and attorney fees incurred in such suit, whether such person is the defendant or the plaintiff.

15. Architectural Committee: An Architectural Committee is hereby formed for the purpose of maintaining compliance with these restrictions and maintaining the general character of the premises. Said Architectural Committee shall review and approve or deny any and all site plans for the construction of any structure, home, building, garage, accessory building or outbuilding. The Architectural Committee shall initially consist of one (1) member who shall serve for a term of fifteen (15) years from the date of recording of this instrument in the Effingham County Recorder's Office. The initial member shall be the Village Clerk of the Village of Dieterich. At the end of said fifteen (15) year term, the owners of the premises may convene after mailing written notice to each record owner of the premises (addresses to be determined by the last available tax bill on file with the Effingham County Supervisor of Assessments Office), and at such meeting may elect three members by simple majority vote of

those owners present to the Architectural Committee, who shall serve for a period of five (5) years, after which this process shall repeat.

16. Site Plan Approval: Prior to any construction of any building, home, accessory building or any other structure, a person desiring to construct any such building, home, accessory building or any other structure, whether a house, building, barn, garage, or out-building, such person shall file a site plan with the Architectural Committee for review. Said site plan shall depict:

A. northpoint;

B. scale;

C. date;

D. Boundaries of the property involved;

E. Location of all public and private easements and utility and water lines, and existing streets;

F. Location of the sidewalk;

G. Topography of the project area with contour intervals of five feet or less unless waived by the Architectural Committee;

H. Location of culverts, drains, ditches and other drainage mechanisms;

I. Location of sanitary/sewer lines; and,

J. Location, size, and character of proposed project and proposed structures, including but not limited to, floor plans, landscaping plans, and exterior profile drawings; and,

K. Such other information, documents, drawing, or diagrams requested by the Architectural Committee, including plans and diagrams showing exterior lighting; and,

L. The name, telephone number and address of the person proposing the site plan.

All exterior lighting shall be decorative, and shall be placed on decorative posts, and shall not be placed on rough-cut or rough-hewn wooden poles or telephone poles. The Architectural Committee shall review the site plan and approve or deny the site plan within thirty (30) calendar

days of receiving the site plan. Said approval or denial of such site plan shall be in writing, unless waived by the person proposing the site plan, and shall explain the reasons for the denial or approval. An approval or denial shall be based on the site plan's conformance with these restrictions, the general health, safety, and welfare of the owners of the subdivided lots of the premises, and the conformance of the site plan with the general architecture and character of the surrounding subdivided lots and the premises.

IN WITNESS WHEREOF, this certificate has been executed on the date set forth below.

The undersigned being first duly sworn, hereby affirm that as of the _____ day of _____, 2018.

VILLAGE OF DIETERICH, ILLINOIS,
a municipal corporation, as to its interest as contract buyer

By:_____
Brad Hardiek, Village President

ATTEST:

Brittny Gipson, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF EFFINGHAM)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that Brad Hardiek, personally known to me to be the President of the Village of Dieterich, Illinois, a municipal corporation, and Brittny Gipson, personally known to me to be the Clerk of said municipality, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as President and Clerk, they signed and delivered the said instrument as President and Clerk of said municipality, and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2018.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF EFFINGHAM)

I, Kerry J. Hirtzel, County Clerk in and for said County and State aforesaid, do hereby certify that I have examined the records and find no delinquent general taxes, unpaid current general taxes, delinquent special assessments, or unpaid current special assessments against the tract of land described in the annexed plat.

Kerry J. Hirtzel
County Clerk of Effingham County, Illinois

This instrument prepared by:

TAYLOR LAW OFFICES, P.C.
122 E. Washington
P.O. Box 668
Effingham, Illinois 62401