

5 14

1999R35742

07-26-1999 12:41 PM

SANGAMON COUNTY
ILLINOIS

16.00
5 ROSIE

MARY ANN LAMM
SANGAMON COUNTY RECORDER

DECLARATION OF PROTECTIVE CONVENANTS

WATERFORD SUBDIVISION

Know All Men By These Presents That:

Fleetwood Capital Development, the Developer of the land described in Section I of this Declaration and being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the undersigned, their successors and assigns, hereby declares that the property described in Section I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

SECTION I

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations, and charges with respect to the various portions thereof set forth in the several sections and subdivisions of this Declaration is more particularly described as follows:

Waterford Subdivision, First Addition

Situated in Sangamon County, Illinois.

SECTION II

To insure the best use and most appropriate development of each lot; to protect the owners of each lot against such improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations hereof on each lot; to secure and maintain proper setbacks from streets and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of the lots therein, the real estate described in Section I hereof is hereby subject to the following conditions, restrictions, covenants, reservations and charges to-wit:

1. No lot shall be used for other than single-family residence purposes. There shall not exist on any lot at any time more than one single-family residence.
2. No single-family residence shall contain, exclusive of basement, open porches and garages, a ground floor area of not less than 1,600 square feet for a one-story dwelling, or a ground floor area of 1,200 square feet and a total of 1,800 square feet for a dwelling of more than one story. Each garage must, at a minimum, provide space for at least two Cars, and not more than four vehicles, and must be attached to the dwelling unless otherwise approved by the Architectural Control Committee.
3. Every residential unit, including attached porches or breezeways and garages, shall observe the following setback lines: A 25 foot setback line from the front lot line; 10 feet to either side of the lot line; 30 feet from the rear lot line; provided, however, that in the case of corner lots, the setback from

000460

the side street line shall not be less than 25 feet. Grade elevation at the corners of the dwelling shall be 20 to 24 inches above the back of the curb at the street. Each residential dwelling shall face a subdivision street. Driveways shall have a minimum width of 18 feet to serve at least a two-car garage, except for driveways leading to rear or side entrance garages, which shall have a minimum width of 10 feet. For their entire length, all driveways shall be paved with concrete, asphalt or brick.

4. All utilities, including telephone, electric and television cables other than for temporary service during construction, shall be underground.
5. Each dwelling shall be connected to public sewer & water.
6. Mailboxes and Posts must be consistent as determined by the Architectural Control Committee and the cost will be born by the developer, if it is necessary to replace such mailboxes, owners agree to replace the mailboxes with the same type or similar mailboxes, which replacements must be approved by the Architectural Control Committee.
7. No dwelling shall be erected, driveway constructed, swimming pool installed, or transformers and distribution pedestals for main lines and house leader installed, or any of the same altered or relocated until the construction plans and front elevation, specifications and plot plan showing the location of such improvements or structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony and color of external design with existing structures and as to location with respect to topography and finished grade elevation. In an attempt to obtain harmonious exterior appearances, no dwelling may use the same exterior design or color scheme as any other dwelling located within 400 feet in any direction without the approval of the Architectural Control Committee. Grade lines shall be in conformity with the adjacent lots, and shall not interfere with the drainage from the adjoining lots. No fence or wall shall be erected, placed or altered without the prior written approval of the Architectural Control Committee. It is the intent of this covenant to provide a reasonable view of the lakes for all owners of lots bordering upon the lakes and it is not intended to prohibit all structures, fences, and planting, but merely to control the nature and extent thereof.
8. The Architectural Control Committee shall be composed of three members. The following individuals are named as the initial members of the committee:
John R. Howard, Linda E. Howard and Anthony J. Lauck

A majority of the Committee may designate a representative to act for them. In the event of the death or resignation of any member of the Committee, the remaining members or member shall have full authority to designate successors. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event said Committee, or its designated representative, fails to approve or disapprove, in writing, any request required to be submitted to the Committee, the plans and specifications or plot plans or other requests that have been submitted to it within 30 days, or in any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced within 30 days after construction is commenced or prior to the completion thereof (whichever period is the longer), such approval will not be required and this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to any violation of the requirements of Paragraphs 1 through 10 of these Protective Covenants).

9. All construction must be diligently pursued to completion within a reasonable period, but in no case to exceed one year. No building shall be occupied for living purposes which is not functionally complete in detail as to the exterior, nor shall any building materials, paint or building equipment be exposed to the public view if occupied as a dwelling. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any building site at any time as a residence either temporarily or permanently.
10. No lot owner or occupant shall permit any commercial vehicle, trailer including without limitation, cargo trailer, camper, boat trailers, house trailers, mobile homes, or carryalls to be parked or stored on the lot, in the driveway, or in the street in front of or along side of the lot for more than 48 hours. This shall not prevent the lot owner or the occupant from storing a commercial vehicle, owned by such owner or occupant or used by him in his business, in the garage on the premises.
11. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any lot for the facilitation and carrying of any trade, business or industry.
12. The owner of any vacant lot shall cut weeds and maintain the same in a proper condition.

13. Easements for installation and maintenance of utilities, storm sewers and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility, by virtue of the plat of said subdivision, has assumed that responsibility. An easement is hereby reserved for telephone, cable television, gas and electric lines and any other utilities to extend underground which shall be located on the utility easement or on the public highway across any property in the subdivision to serve improvements on other properties in the subdivision.
14. The topography and finished grade elevation of each home site must be consistent with the grade line and elevation of the other homesites in the subdivision. Final determination as to the first floor elevation shall be made by the Architectural Control Committee.
15. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
16. No sign of any kind shall be displayed to the public view on any building site, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
17. No spirituous, vinous or malt liquors shall be sold or stored for sale on said premises.
18. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not bred, kept or maintained for any commercial purposes. No dogs shall be kept on any lot until such lot is improved with a habitable dwelling.
19. No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
20. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
21. No one shall alter the flood plain as it is shown on the final recorded plat.
22. The Architectural Control Committee shall have the power to reduce side-yard requirements by not more than 25% of the required side-yard and to reduce the rear yard requirements by not more than 10% of the applicable required rear yard. The Architectural Control Committee shall have the further power to reduce minimum dwelling size requirements where the size, shape and location of the lot warrant such variance in the opinion of the Committee. Afore mentioned requirement changes must meet all Village of Sherman zoning requirements.
23. During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Architectural Control Committee, or any agent of such Committee, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within said subdivision and the improvements thereon for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.
24. The approval of the Architectural Control Committee of any plans and specifications, plot plan, grading or other plan or matter requiring approval as herein provided, shall be deemed to be a waiver by said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the said Committee nor any member thereof, nor the present owner of said real estate shall be in any way responsible or liable for the loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof or the present owner of said real estate.
25. Where a building site consists of more than one lot, the above provisions of these Protective Covenants shall be applicable to the boundary lines of a building site, rather than the platted lot lines. Accordingly, the Architectural Control Committee shall have the power to increase the side yard

- requirements to a minimum of 15% of the width of the building site at the building setback line where the building site consists of more than one lot, this power is in addition to the power of the Architectural Control Committee set forth in Paragraph 20 of this Section II.
26. All buildings erected on any building site shall be constructed of material of good quality, suitably adapted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. No above ground swimming pools and no accessory buildings, incidental to residential use, may be constructed, unless, plans have been submitted and approved by the Architectural Control Committee.
 27. During the course of construction, all materials and equipment shall be stored only on the lot on which construction is underway. Debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or shall be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning of debris shall take place upon the premises.
 28. No person, firm, or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.
 29. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by extending a line from and to a point on each lot line adjacent to the street right-of-way, which points are 20 feet distant from the intersection of said lot lines. Further, on all lots and/or building sites, none of the above-described obstructions shall be placed or permitted to remain in the triangular area formed by a street right-of-way line, either edge of any driveway and a line connecting a point 30 feet outward from either side of a driveway and a point on the edge of the driveway toward the building 15 feet from the street right-of-way line.
 30. All property owners shall provide a garage for not more than four (4) automobiles in use by the residents on the property. All property owners or residents in the subdivision owning or possessing trucks over one ton, trailers, campers, boats, motorcycles or motor homes which they desire to park in the subdivision shall provide and use an enclosed garage for the storage of same when not in motion. This covenant shall not be construed as allowing more than one attached garage on each lot or building site.
 31. The failure of the Architectural Control Committee, any building site owner or the present owner of said subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property or any part thereof is subject shall, in no event, be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation lien or charge.
 32. No satellite dishes larger than 18 inches in diameter, antennas, transmitting, receiving or broadcasting equipment, appurtenances thereto or similar equipment shall be placed, stored, kept or used upon any lot at any time, either temporarily or permanently.

SECTION III

In order to maintain the common areas in the subdivision, a Homeowners Association and a Lakeowners Association (lot owners adjacent to lakes) will be formed. Membership in one or the other of the Associations is mandatory and each lot owner and/or building site owner shall have one vote. A three-member board for each Association shall be elected by the membership as the governing bodies of the Associations. The boards shall determine the annual dues to be paid by each member in their respective Associations and the amount shall be the same for each lot, however, amounts may differ for each Association. If any owner fails to pay the annual dues within 30 days of the due date, the board may file a lien against the real estate and bring suit to enforce collection. For, at least, the first three years after the date of recording of the plat of the first phrase of Waterford Subdivision (the "recording date"), or until, at least, 50% of the total subdivision lots are sold, the Architectural Control Committee shall serve as the Board. Thereafter, the board shall be elected by the members of the Associations pursuant to Bylaws that shall be adopted by the Homeowner's Association and the Lakeowner's Association. After, at least, 50% of the total subdivision lots are sold, one elected member of the Lakeowner's Association and two elected members of the Homeowner's Association (elected by their respective boards) will serve as the Architectural Control Committee of the subdivision. Also, anytime after three years

from the recording date, the Developer will convey to the Homeowner's and the Lakeowner's Associations, at Developer's election, all common areas in the subdivision's Associations.

SECTION IV

These Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these Protective Covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years, unless an instrument signed by 70% of the then owners of the building sites has been recorded, each building site having one vote, agreeing to change said covenants in whole or in part, except for Paragraph 21 of Section II hereinabove and all of Section III hereinabove, which shall run in perpetuity. These Protective Covenants apply to each lot in Waterford subdivision, irrespective of which addition to said subdivision such lot is located.

SECTION V

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

SECTION VI

Invalidation of any one of these Protective Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been executed by Fleetwood Capital Development of that tract of real estate, which shall be called Waterford. A subdivision located in the Village of Sherman, IL, the same being Fleetwood Capital Development, L.L.C. and has caused its name to be signed to these presents by its President and attested by a Notary Public this 23rd day of July, 1999, at Sherman, Illinois.

By: Ron A Howard
President

Attest:

Karen Franklin, Notary
7-23-99

RETURN TO:

Coombe-Bloxdorf, P.C.
1323 South First Street
Springfield, Illinois
62704



000464