

PROTECTIVE COVENANTS RELATING TO  
COUNTRY LAKE WEST SECOND PLAT

KNOW ALL MEN BY THESE PRESENTS:

That Town and Country Bank as Trustee under the provisions of a trust agreement dated the 22nd day of July, 1977, known as Trust Number TA-237, being the owner of the land described in Clause 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 the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the undersigned and its successors and assigns, hereby declares that the property described in Clause I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

CLAUSE 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 clauses and subdivisions of this declaration is more particularly described as follows:

All lots in "Country Lake West Second Plat", a subdivision of part of the Southwest 1/4 of the Southeast 1/4 and part of the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 16 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois.

CLAUSE II

To inure the best use and most appropriate development and improvement of each building site therein, to protect the owners of building sites 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 thereof 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 thereof on building sites; to secure and maintain proper set-backs 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 building sites therein, the real property described in Clause I hereof is hereby subjected to the following conditions, restrictions, covenants, reservations and charges, to-wit:

- A) No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached family dwelling not to exceed two stories in height, a private attached garage for not more than three cars and other outbuildings incidental to the residential use of the premises.
- B) No building shall be erected, placed or altered on any building site until the construction plans and specifications and a plot plan showing the location of the structures have been approved in writing by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation and building lines. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building set-back line unless similarly approved. In the event said Architectural Committee fails to approve or disapprove such design and location within thirty days after said plans and specifications and plot plans have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty 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 violation of paragraph (F) following). The Architectural Committee shall be composed of Marty R. Coplea, William Fitch, and Jill Ann Coplea. In the event of the death or resignation of any member of said Committee, the remaining members or member may act for said Committee or appoint a member or members to fill any vacancy. The powers and duties of the Architectural Committee shall cease on January 1, 2000, and thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall have been executed by the then record owners of a majority in area of the land within the boundaries of said lots and shall have been duly recorded in the office of the Recorder of Deeds of said County appointing a representative or representatives who shall thereafter, for the time specified in said agreement, exercise the same powers exercised by the Architectural Committee or its successors.



- C) No building shall be permitted on any building site which does not have at least the following number of square feet of finished floor space, the computation of square feet of floor space shall be based on the extreme measures of the main structures and shall exclude porches, breeze-ways, garages and utility rooms, except if the utility room is part of the main structure.
- (1) A one-story dwelling  
1300 square feet of floor space
  - (2) Two-story dwelling  
1100 square feet of floor space on the first floor with the square footage of the second floor to be approved by the Architectural Committee, and both stories containing living quarters must be above the grade of the lot.
- D) No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum set-back lines shown on the recorded plat. (Front yard set-back of 30 feet, side yard restriction of 20 feet, and a minimum side yard of 10 feet on one side). For the purposes of this paragraph, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a building site to encroach upon another building site.
- E) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- F) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any building site at any time as a residence either temporarily or permanently.
- G) No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- H) 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.
- I) No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.
- J) No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- K) No private driveway shall be regularly used or maintained on any of said land or within any street right of way unless the same is constructed and improved with a permanent surface over its entire length and width from the edge of the street pavement within the public street to the point or termination of such driveway.

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- L) No automobiles, trucks or commercial vehicles, trailers, campers or boats shall be kept or parked on any building site or in the streets in said Country Lake West Second Plat other than for periods of less than eight hours except in a garage.
- M) No structure shall be erected without an individual waste disposal system and no septic tank shall be installed without first conducting a proper soil percolation test and without provisions for the minimum number of laterals required for a three bedroom house (or more if more than a three bedroom house is to be constructed and served by said septic tank), all in accordance with the regulations of the Illinois Department of Public Health and the Illinois Environmental Protection Agency.
- N) Any structure having a floor area below grade shall have properly installed footing drains and a sump pump that discharges in the rear yard.
- O) All electric, telephone, and cable TV service lines and wires shall be installed underground, except that, during the construction of any building therein, temporary above ground electric service to the building site on which such construction is taking place will be allowed.
- P) "Building Site", as used in this instrument, means all or any part of any single tract of land, all of which is owned by the same person or persons.
- Q) The ownership of a building site shall carry with it a membership in Country Lake West Property Management Association, an Illinois not for profit corporation, the purposes of which are to conduct lake and park maintenance, and in general, to do and perform such acts as will promote the general welfare of the residents and the improvements of the community of Country Lake West. Fees and dues are assessed annually at \$25.00 per year payable to its Treasurer. All excess monies will be returned to members unless deemed otherwise. Nothing with respect to or done by said Association shall be deemed to create any lien upon or interest in any building site in said Country Lake West Second Plat.
- R) An approval by the Architectural Committee is required prior to construction of a swimming pool.
- S) All sites must be properly graded to insure reasonable and proper flow of surface waters.
- T) Recreational Vehicles (i.e., motorcycles, scooters, etc.) must be operated in a safe manner and may be used only on road surfaces. These types of vehicles shall not be operated in the undeveloped areas of Country Lake West Second Plat.
- U) No antenna used for any other purposes than television shall be taller than the normal television antenna height.
- V) Any swimming areas or dock facilities on the lake shall be approved by the Architectural Committee prior to their construction.
- W) Fishing privileges belong to the individual members of the Association. All game fish taken must be done so by the guidelines set by the Illinois Department of Conservation. No traps, trout lines, or nets may be used. Restocking of the lake shall be done annually by the Association.

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- X) 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.
- Y) Invalidity of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in said Country Lake West Second Plat and to their heirs and assigns.

#### CLAUSE III

The undersigned certifies and covenants that it holds title to all said land and is authorized to execute this instrument.

#### CLAUSE IV

Anything herein to the contrary notwithstanding, each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements herein made on the part of Town & Country Bank of Springfield, as such Trustee, are, each and everyone of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by said bank or for the purpose or with the intention of binding said bank personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said bank not in its own right but solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed nor may it be asserted or enforceable at any time against said bank on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking, or agreement of said bank in this instrument contained, either express or implied.

IN WITNESS WHEREOF, the Town and Country Bank has caused this instrument to be executed in its capacity as Trustee as aforesaid, by its Trust Officer and attested by its <sup>Vice President</sup> ~~Chairman~~, this 14<sup>th</sup> day of Feb, A.D., 1979.

TOWN AND COUNTRY BANK, as Trustee under the provisions of a Trust Agreement dated July 22, 1977, known as Trust Number TA-237.

By *Henry L. ...*  
Its Trust Officer

  
*Henry L. ...*  
Chairman

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STATE OF ILLINOIS }  
COUNTY OF SANGAMON } SS

I, James L. Springer, a Notary Public in and for said County in the State aforesaid, do hereby certify that Henry Kirschner and Frank E. Owens, personally known to me to be the Trust Officer and Vice President ~~Executive~~, respectively, of Town & Country Bank of Springfield, Trustee under the provisions of a Trust Agreement dated July 22, 1977, known as Trust Number TA-237, appeared before me this day in person and severally acknowledged that as such Trust Officer and as such Vice President ~~Executive~~ of said banking association, they signed, sealed, and delivered said instrument and caused the corporate seal of said banking association to be affixed thereto, pursuant to authority granted by the Board of Directors of said banking association, as their free and voluntary act and deed and as the free and voluntary act and deed of said Town & Country Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of February, 1979.

James L. Springer  
Notary Public

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Wm. E. Fitch  
REGISTRAR OF DEEDS  
SANGAMON COUNTY, ILL.

Mail to  
Wm E Fitch  
RR 6 Spfld  
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