

Ret. to & Prepared by  
Property Solutions, Inc.  
2108 S. Holmes  
Springfield, IL 62704

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ILLINOIS

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MARY ANN LAMM  
SANGAMON COUNTY RECORDER

**OWNER'S DECLARATION OF  
RESTRICTIVE COVENANTS IN PRAIRIE  
GROVE SUBDIVISION, FIFTH ADDITION.**

DATED: *October 27, 2004*

WHEREAS, Property Solutions, Inc., hereinafter referred to as "Declarant", as owner of the premises described below and shown in the Plat recorded 10-26-2004 with the Sangamon County Recorder as 2004RS 2169, does hereby subdivide said tract of land and does designate such Prairie Grove Subdivision, FIFTH ADDITION, being an addition to the Sangamon County, Illinois, Part of the Northwest ¼, Section 18 and the Southwest ¼, Section 7, T14N, R5W, 3 P.M. Chatham, Sangamon County, Illinois, for the purpose of the sale of lots therein by description and number appearing and designated on said plat. Streets to public use as thoroughfares and for use incident to the installation of sewers, water mains and all other public utility purposes. Easements as marked and identified thereon are dedicated for use incident to the installation of sewers, water mains, and all other public utilities and for use in providing surface water drainage; and

WHEREAS, Declarant is the owner of the real property described in Article II and desires to create thereon a subdivision with permanent common areas for the benefit of said subdivision, and;

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WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and lien, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

NOW, THEREFORE, Declarant hereby declares that the real property described in Article II of this Declaration is and shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

### ARTICLE I

- (A) "Properties" shall mean and refer to the real property described in Article II.
- (B) "Lot" shall mean and refer to a portion of the property intended for independent ownership and use as may be set out in this declaration and as shall be shown on the Plat of Subdivision recorded as Document Number 2004R52169.
- (C) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless and until such person acquired title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.
- (D) "Developer" shall mean and refer to the Declarant and its assigns if such assigns should require a portion of their land described in Article II from the Declarant for the purpose of resale to an Owner or for the purpose of constructing improvements thereon for resale to an Owner.
- (E) "Architectural Control Committee" shall mean and refer to the Developer who is Property Solutions, Inc., or any individual appointed by them, to approve plans and to hold up the integrity of said subdivision. At any time after execution of this document, but no later than sale of all lots in the Fifth Plat, and sale of all lots in any subsequent additional plats, the Developer may resign from the Architectural Control Committee and thereafter appoint three lot owners to serve on the Architectural Control Committee. Any vacancy on the Architectural Control Committee, after

Developer resigns, shall be filled by majority vote of the lot owners, with each lot owner having one vote.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Property Subject to Declaration. The real property which is, and shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to this Declaration is located in Sangamon County, Illinois, and is more particularly described in the Plat of Subdivision of Prairie Grove, Fifth Addition recorded on 10-26-2004 of Sangamon County, Illinois records, and incorporated herein by reference, along with any additional Lots subsequently made subject to these Restrictive Covenants.

Section 2. These covenants are covenants running with the land and are perpetual in duration.

Section 3. Additional Lots. Declarant intends and reserves the right to make Additional Lots and Plats, not to exceed 84 Lots, all located in the Part of the Northwest ¼, Section 18 and the Southwest ¼, Section 7, T14N, R5W, 3 P.M. Chatham, Sangamon County, Illinois of aforesaid Section 1, subject to the provisions, benefits and burdens of these Restrictive Covenants. Declarant may do so by recording an adoption of these covenants by recording a Plat showing Additional Lots.

## ARTICLE III

### EASEMENTS

Section 1. Utility Easements. There is hereby created and dedicated to public use, as shown on the Plat, an easement upon, across, over, through and under the properties for ingress, egress, installation, replacement, repair and maintenance of all utility service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of any easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on the property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the land providing such company restores disturbed areas to the condition in which they were found.

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Section 2. Easements for Drainage. The Owner must follow the grade line on lot according to the engineer's drawings. For a period of two years from the date of conveyance of each Lot, the Developer reserves an easement on and right on, over and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice. The Village of Chatham is a third-party beneficiary to Article III and may enforce that Article in an appropriate action at law or in equity and shall be entitled to reasonable attorney fees and court costs as part of any enforcement action.

Section 3. Construction Easements and Rights. Notwithstanding any provision of this Declaration, so long as the Developer or Participating Builders are engaged in developing or improving any portion of the properties, such persons shall have an easement of ingress, egress and use over any lands not occupied by an Owner for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs, and (3) conduct of sales activities. Such easement shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the properties.

Section 4. Easement to Inspect. There is hereby created an easement for ingress and egress on any Lot to inspect such property for alleged violations of the Governing Documents, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements.

Section 5. Easement for Landscaping and Related Purposes. There shall be and is hereby reserved to the Developer for so long as it retains its rights as Developer, a non-exclusive easement over all Lots and Common Areas (whether public or private) for purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance feature, lighting, stone, wood or masonry wall features and/or related landscaping.

#### ARTICLE IV

### RESTRICTIVE COVENANTS

Section 1. Land Use. The properties committed to this Declaration as described in Article II shall be used for residential purposes only, and no trade or business of any kind may be carried on therein.

Section 2. Nuisances. No nuisance or offensive activity shall be permitted upon the properties so as to jeopardize property value or be detrimental to the enjoyment, comfort and well being of the members. Each owner shall refrain and prohibit an act or use of a Lot, which could reasonably cause embarrassment or annoyance to the Owners or occupants, and the Developer or committee shall have the power to make and to enforce reasonable rules and regulations in furtherance of these provisions.

Section 3. Architectural Standard. No construction or erection of any nature whatsoever shall be commenced or maintained upon any part of the properties except as is installed or approved by the Declarant or the Architectural Control Committee in connection with the initial construction of buildings on the properties, unless or until written plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved as to harmony of external design and location in relation to surrounding structures and topography, in writing to the Developer or Committee. No alterations, repairs, excavations, fences, awning, patio cover, swimming pool, light pole or fixture, mailbox, landscaping or other work which in any way alters the exterior of any Lot or the improvements located thereon shall be commenced, made or done on such property without the prior written approval of the Developer or Architectural Control Committee. In the event the Developer or Architectural Control Committee fails to approve or disapprove such construction, additions or alterations within thirty (30) days after said plans and specifications shall have been submitted to it, approval will not be required and this ARTICLE IV will be deemed to have been fully complied with.

1. Only one detached single-family dwelling and private attached garage appertaining thereto shall be erected on each Lot. No use shall be made of each Lot except such as is incidental to the occupation thereof for residential purpose by one private family residing in a detached, single-family dwelling. No building shall be erected, altered, placed or permitted to remain on any lot or lots, or part of parts thereof, exceeding two and one-half stories in height.
2. The minimum floor area of each dwelling constructed in such subdivision, exclusive of basement, open porches and garages, shall be as follows:
  - (a) One (1) story dwelling, at least 1400 square feet total;

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- (b) One story and a half (1 ½ ) dwelling at least 800 square feet on the ground level;
  - (c) Two (2) story dwelling, at least 1600 square feet total, with at least 800 square feet on the ground level.
  - (d) Other types of dwellings may be constructed in such subdivision only with the written consent of the Developer or Committee. All computations of floor areas shall be attached to the dwelling. It must be architecturally related to the dwelling and no garage shall provide space for less than two (2) automobiles. No carport may be erected and maintained on any Lot in the Subdivision, unless the Developer or Committee approves it in writing prior to construction.
3. No building, exclusive of eaves and steps, shall be located on any Lot nearer to the front Lot line as shown on the recorded Plat of said subdivision, and nearer than ten (10) feet total to any interior Lot line and conform to setback rules from the City of Chatham R-1A zoning. Interior Lot lines as used herein means the Lot lines that have no street frontage shown on the recorded Plat. Site plans need to be approved by Developer or Committee.

No house will be the exact exterior color combination next door or directly across the street from each other. The developer and or Committee will control color and style of houses.

4. Owners must make sure builders follow the following guidelines:
- a. The grade lines are followed on all lots pursuant to approval of the Developer or Architectural Control Committee.
  - b. Concrete trucks that are subcontracted by lot owners may not clean out their trucks any place on the development other than on the property they are contracted.
  - c. Site needs to be kept reasonably clean of debris; if debris blows off Owners lot it is their responsibility to keep the development clean of their debris.
5. No Lots shall be re-subdivided nor shall a fractional part of any Lot be sold without written consent of the Developer or Committee.
6. All Construction must be diligently pursued to completion within a reasonable period of time. 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 outbuilding shall be used on any Lot at any time as residence either temporarily or permanently.

7. All electric, telephone and cable television service lines and wires in Prairie Grove and to any building site therein shall be installed underground, except that above-ground electric service shall be permitted temporarily during and incident to construction on a building site.
8. No permanent fence shall be constructed that extends beyond the front line of the residence on said Lots or into any easement. In case of corner Lots, both street sides of the residence shall be considered as front lines. With the exception of fencing located along the back lot lines, all fencing must be of cast iron, wrought iron, aluminum or vinyl construction. Fences may not be constructed in such a manner as to interfere or impede with the drainage constructed in the subdivision and located within easement areas of the individual lots. Where applicable, all fences will be constructed with no posts showing on the outside.

Section 4. Antennas, Solar Collectors, and Other Equipment of Like Kind. No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, or solar gather equipment, or any other equipment of an electronic and/or solar nature shall be maintained on the exterior of any Lot, or living unit without the prior written consent of the Developer or Committee. Satellite dishes will be permitted in the rear or side of the house only if they do not exceed 24" in diameter.

Section 5. Pets. No member or resident shall keep or maintain upon a Lot, within a living unit any animals, birds, or pets except generally recognized domestic household pets, provided, however, that such pets shall not be bred, kept or maintained for commercial purposes. Any such domestic pet shall not be permitted to cause or create a nuisance, disturbance, or unreasonable amount of noise, which may affect any member or other person on the properties. Any such pet must be kept within the confines of the Owner's Lot or must be on a leash. Notwithstanding any other provision to the contrary, the Developer shall have absolute power to adopt rules and regulations from time to time pertaining to the keeping of any and all pets upon the properties (including the inside of a Living Unit) any such pet or pets when the Developer determines such action to be in the best interest, well being and enjoyment of any or all of the members and/or residents of Prairie Grove.

Section 6. Signs. No sign or signs of any kind shall be erected, posted or displayed to the public view upon any Lot, living unit or any other portion of the properties, without the

prior written consent of the Developer or the Committee, except street signs and other identification signs or garage sale signs.

Section 7. Parking and Storage of Vehicles. No owner, tenant, guest or other person shall park, store or keep upon the Lot a commercial vehicle, boat, or other watercraft, motor home, trailer, camper, or other transportation devices of any kind; provided, however, that an Owner or tenant may park his or her privately owned vehicle in such owner's or tenant's garage. Out of town guests will be permitted to park RV's (motor homes, etc.) upon the homeowners lot that they are visiting for no longer than 14 days. The Lot Owner will need Developer or Committee approval if it is any longer. No Owner, tenant or other person shall repair or restore any vehicle of any kind upon any Lot, except that the vehicle be contained within the Owner's garage for the duration of the vehicle's repair and/or restoration, or for emergency repairs, and then only to the extent necessary to enable movement thereof to the Owner's garage or to a proper repair facility. Notwithstanding any provision heretofore stated in this section, the Developer or Committee shall have the power and authority from time to time to adopt additional rules regarding the parking and storage of vehicles.

Sectoin 8. Garbage and Refuse Disposal. No Owner, occupant or tenant of any Lot or living unit shall store, keep, deposit, or leave any garbage or rubbish, or any other junk or waste materials on any Lot or on any other part of the properties, except such garbage and rubbish which shall necessarily accumulate from the last regularly scheduled garbage and rubbish collection, provided any such garbage shall be kept in sanitary containers which shall be of the type and size designated by the Developer or Committee and provided further that such containers and rubbish shall not be permitted to remain in public view except on days of collection.

Section 9. Mailboxes. Each residence shall purchase for use as its mailbox the mailbox and post approved by the Developer. The purpose of this section is to maintain the harmony and attractiveness of the subdivision.

Section 10. Additional Rules. From time to time the Developer may adopt additional rules and amend existing rules, including but not limited to rules to regulate potential problems relating to the use of the properties and the well-being of the homeowners, tenants, guests and invites.

Section 11. Landscaping. All yards will be hydroseeded, unless the developer or committee approves seed or sod. The front of the house will have landscaping that enhances the natural environment of the subdivision. The Developers or the Committee



have the right to enforce the integrity of the subdivision by making sure there is at least the minimum amount of landscaping in the front of the houses.

Section 12. Exceptions. The Developer may issue temporary permits to except any prohibitions expressed or implied by this Article IV, provided the Developer can show good cause and acts in accordance with the adopted guidelines and procedures which are in keeping with the purposes and intent of this declaration.

## ARTICLE V

### ENFORCEMENT AUTHORITY AND PROCEDURE

Section 1. Authority. Developer or Architectural Committee shall be authorized and empowered to:

- a. Make and enforce reasonable rules and regulations governing the conduct, use and enjoyment of the property;
- b. Enforce the Declaration of Restrictive Covenants;
- c. Impose reasonable fines, which shall constitute a lien upon the lot of an Owner for violation of the covenant rules;
- d. Commence any court action to abate any nuisance, enforce a covenant, rule or regulation, or otherwise protect the values and integrity of the subdivision.

Section 2. Procedure. Developer or Architectural Committee shall not impose a fine, or commence any court action or infringe upon any other right of a lot owner or other occupant for violation of the covenants or rules unless the following procedure is followed:

- a. Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:
  1. The alleged violation;
  2. The action required to abate the violation, and
  3. A time period, not less than ten (10) days, (unless an emergency situation exists) during which the violation is to be remedied and specifying that a failure to remedy the violation can result in the imposition of a fine or commencement of legal action against the lot owner(s) or occupant.

4. A lot owner can also enforce in any court violations of the covenant, but only after the Developer has resigned from the Architectural Control Committee and all lots have been sold by the Developer, unless the Developer waives this authority in writing.

Section 3. Severability. If any provisions of this Declaration or the By-Laws of the Association or any section, sentence, clause, phrase or word or the application thereof in any circumstance is held invalid by the judgement or order of any court of general jurisdiction, the validity of the remainder of the Declaration and said By-Law, and the validity of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Secton 4. Amendment. The Restrictions, conditions, covenants, reservations, liens and charges are to run with the land and shall be binding on all parties and all persons claiming under them for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by the then record owners of no less than ninety percent (90%) of all Units within the Properties exclusive of the common area, and thereafter by an instrument signed by the then record owners of seventy-five percent (75%) of area land within the Properties, exclusive of the Common Area. Any amendment must be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois.

Executed this day 27<sup>th</sup> of the month of Oct and year 2004

Signed,

by Todd Fallone, Pres

Todd Fallone, President  
Property Solutions, Inc.

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