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Mary Ann Samml
RECORDER

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE WOODLANDS AT SOUTH FORK - SECOND EDITION**

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE WOODLANDS AT SOUTH FORK**

This declaration of covenants, conditions and restrictions for The Woodlands at South Fork Subdivision is made this 19th day of July, 1994, by Rochester Investors Limited, hereinafter referred to as "Declarant".

Know that Declarant being the Owner and Developer of the land described in Exhibit A of this declaration and being desirous of subjecting said property to the restrictions, covenants and charges hereinafter set forth, each of which shall accrue to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the undersigned, and their successors and assigns, hereby declare that the property described in Exhibit A hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

The real property which is and shall be held and which shall be transferred, 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 Exhibit A in the Appendix.

(Please refer to Exhibit A for legal description).

Section I

ARCHITECTURAL REVIEW BOARD AND PROCEDURES

The Declarant hereby creates an Architectural Review Board (hereafter referred to as ARB) consisting of at least three (3) members. A current listing of the ARB members is on file at the Rochester Village Hall. Written communications and other materials may be directed to the ARB at P.O. Box 513, Rochester, Illinois 62563. A majority of the ARB may designate a representative to act for them. In the event of the death or resignation of any ARB member, the remaining member or members shall, subject to the approval of the Declarant, designate successors. Neither the members of the ARB nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

At such time as the Declarant concludes its development and sale of all homesites at the Woodlands at South Fork, the Declarant shall be removed from the process of approving successor ARB members. Subsequently, any vacancy on the ARB caused by the death or resignation of a member, shall be filled through the designation by the remaining member(s) of a successor member who is a then current resident of the subdivision. A successor member designated in this manner may continue to serve on the ARB until he/she dies, resigns or ceases to be a resident of the subdivision.

The ARB shall have the right to prevent the clearing of a homesite and subsequent excavation and grading prior to construction of the main residence upon such a homesite according to the following:

Prior to any construction, a homesite owner is required to seek approval of building plans through the ARB. The ARB shall review materials, external design, location with respect to topography and finished grades, elevations and building lines, location of driveways, walkways

and the preservation of certain existing trees and wooded areas. To comply with this requirement, each homesite owner, prior to any construction on the homesite, shall submit two (2) sets of the building plan and specifications of the improvement to be constructed to the ARB stating the type, style, size and general design of the residence to be constructed, along with its location on the building site. Such plans and specifications shall include the floor plan, elevations and actual plat plan showing distances from easements and lot lines. The ARB will respond in writing to each homesite owner regarding the proposed building plan within fourteen (14) days after submittal, specifically detailing any issues that precluded its approval. The homesite owner agrees not to obtain a Building Permit until the ARB has approved the final plans.

Section II COVENANTS

To insure the best use and most appropriate development and improvement of each homesite; to protect the owners of each homesite against improper use of surrounding land that might 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 homesite; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general, to provide adequately for a quality type of improvement on said property and thereby enhance the values of investments made by purchasers of the homesites therein, the real estate described in Exhibit A is hereby subject to the following conditions, restrictions, covenants, reservations and charges, to wit:

1. No homesite shall be used for other than single family residence purposes. There shall not exist on any homesite at any time more than one single family residence. Log homes will not be permitted.
2. No residence shall contain, exclusive of basement, open porches and garages, a ground floor area of less than 2000 square feet for a one (1) story dwelling, or a ground floor area of less than 1200 square feet and a minimum total of 2400 square feet for a dwelling of more than one (1) story. The ARB shall have the authority to change minimum square footage requirements as needed on homesites with restricted building areas. Homes must incorporate brick or stone fascia into the elevation. Such brick or stone must be approved by ARB. Each garage must provide space for at least two (2) cars and must be attached to the dwelling unless otherwise approved by the ARB.
3. No residential unit, including attached porches, breezeways and garages, shall be erected on any homesite nearer to the lot lines of said homesite than as follows: all homesites will have a minimum of a thirty (30) foot front setback line, and no closer than ten (10) feet to either side of the lot line, and not closer than twenty (20) feet to the rear lot line (provided, however, that in the case of corner homesites the setback from the side street line shall not be less than the minimum front setback line as indicated above). Each residential dwelling shall face a subdivision street. Driveways shall have a minimum width of eighteen (18) feet to serve at least a two (2) car garage, except for driveways leading to the rear or side entrance garages, which shall have a minimum width of ten (10) feet. All driveways shall be paved with concrete, asphalt or brick its entire length (same surface for entire length).

4. All utilities, including telephone, electric and television cables, other than for temporary service during construction, shall be underground.
5. Each home shall be connected to the public sanitary sewers. No sump pump in any home shall be connected to or discharge into the public sanitary or storm sewer system. The discharge from a sump pump shall be directed to a drainage swale, if available, or as directed by the ARB. The expense of the sump pump system will be the responsibility of the homeowner.
6. No building, including detached structures temporary or permanent, shall be erected, driveway constructed, swimming pool installed, television antenna or tower installed, or transformers and distribution pedestals for main lines and house leader installed, or any of the same altered or relocated until the site drawings, construction plans, front elevation and specifications showing the location of such improvements or structure on the homesite have been approved by the ARB. Grade lines shall be in conformity with the adjacent homesites and shall not interfere with the drainage from adjoining homesites. No satellite dishes greater than twenty-four (24) inches in diameter or solar panels may be installed.
7. After initial ground breaking, all construction must be diligently pursued to completion within a reasonable period but in no case to exceed one (1) 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 nature (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.
8. Except when stored in his/her garage, no homesite owner or occupant shall permit any

commercial vehicle, (including builder's/subcontractor's trailers and equipment), cargo trailers, campers, boat trailers, house trailers, mobile homes or carryalls to be parked or stored on the homesite, in the driveway, or in the street in front of or along side of the homesite for more than forty-eight (48) hours. Any commercial vehicle larger than a passenger automobile which is owned or operated by a homeowner, must be stored in his/her garage. Additionally, the ARB encourages homesite owners to park non-commercial vehicles either in their garages or driveways whenever possible.

9. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any homesite for the facilitation and carrying on of any trade, business or industry.
10. The owner of any vacant homesite shall cut the grass and/or weeds as needed to maintain a height of not more than twelve (12) inches and in proper condition as to not adversely affect neighboring homesites.
11. Easements for installation and maintenance of utilities 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 easement area of each homesite and all improvements in it shall be maintained continuously by the owner of the homesite, except for those improvements for which a public authority or utility by virtue of the plat of said subdivision has assumed that responsibility. A utility easement is hereby reserved as needed on each homesite for underground telephone, cable television and power lines. Homesite owners may plant trees, shrubs or landscaping within the easements; provided in the event of destruction or removal of any such trees, shrubs or landscaping by the Village of Rochester, any utility provider or its agents or assigns in connection with the repair and

maintenance of any utility contained within the easement area, the homesite owner shall be solely and exclusively responsible to replace any such trees, shrubs or landscaping damaged or removed by reason thereof without cost or expense to the Village of Rochester or such utility provider. Drainage in easement areas shall not be blocked or impaired, and any owner of any homesite or part thereof in said subdivision shall have the privilege of removing any obstruction blocking or impeding such drainage. No adverse modifications to the topography with respect to drainage will be permitted. Homesite drainage shall be approved by the ARB.

12. No noxious or offensive activity shall be carried on upon any homesite, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
13. No sign of any kind shall be displayed to the public view on any building site except one (1) miscellaneous sign of not more than one (1) square foot, one (1) sign of not more than five (5) 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.
14. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.
15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any homesite, 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 homesite until such homesite is improved with a habitable dwelling.
16. No homesite shall be used or maintained as a dumping ground 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 and out of public view except within twenty-four (24) hours of trash pickup. Each home

owner is required to contract with a waste hauler to remove household garbage/trash at least once every seven (7) days.

17. No homesite owner shall cut or remove any living tree having a diameter of four (4) inches or more measured at a point twelve (12) inches above the ground, without the prior approval of the ARB.
18. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any homesite, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any homesite. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any homesite.
19. No one shall alter the flood plain as it is shown on the final recorded plat.
20. All mailboxes located within The Woodlands at South Fork Subdivision shall be of a uniform design, construction and installation as approved and required by the ARB. No separate mailbox or other receptacle for newspapers or other periodicals shall be placed upon said mailbox or post without the prior permission of the ARB.
21. Immediately after the final grade has been established on the building site, the owner shall install vegetation to cover exposed soils by planting ground cover, sodding, seeding and strawing, or covering the exposed areas with landscape material to prevent erosion. All front and side yards must be sodded. Back yards may be seeded. Due to the irregular shape or size of a homesite, exceptions to this requirement may be made by the ARB prior to its approval of the building plan.
22. During clearing of a homesite and construction of improvements thereon, the owner shall prevent the erosion and washing of soil from the homesite. Soils, mud, waste material, construction debris and landscape waste carried from any homesite onto other homesites,

easements, rights of way and roadways, by erosive forces or in any manner during construction, shall be cleaned up daily or as necessary at the expense of the homesite owner. When excavating or improving the building site, the owner shall place or require a general or sub-contractor to place all excavated soil within the building site at least five (5) feet from any homesite line and clear of any easements. All dumpsters and construction materials must be kept on the building site (not in the street). The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times.

23. After the construction of the sidewalk in front of a homesite, but prior to dedication to the Village, the homesite owner shall be responsible for replacing at his own expense any broken or cracked sections of said sidewalk adjacent to such homesite. All replacement of sidewalks must meet subdivision specifications as to materials, type, depth, etc. Once the sidewalk is dedicated to the Village, per the Village's subdivision ordinance, the homeowner is not responsible for the expense to repair the sidewalk in the front of the homesite.
24. All fences shall be approved prior to commencement of construction by the ARB. Fences shall also comply with Village of Rochester zoning ordinance 10-3-9. Board on board wooden fences and open wrought iron fences are the preferred styles. No woven-wire fencing shall be permitted.

25. In-ground pools are allowed and must be properly fenced to prevent unintended access. Above ground pools shall be permitted with restrictions on an individual basis as designated by the ARB.
26. No outbuildings or unattached garages shall be approved by the ARB unless they are compatible with the existing single family dwelling on the premises and are of comparable quality, materials and construction. This covenant precludes the use of metal storage buildings or sheds on any homesite.
27. In accordance with Village of Rochester floodplain ordinance 87-4, no home shall be built with a habitable floor elevation below 546.5. For more information regarding the specific applicability of this covenant, homesite owners may contact the ARB.

Section III

TERMS OF COVENANTS

These covenants shall be binding upon all parties and all persons claiming through or under them for a period of twenty (20) years from the date these covenants are filed for record, after which time such covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then adult owners of record of said subdivision has been filed for record agreeing to change such covenants in whole or in part.

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

Section IV
ENFORCEMENT

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. The failure of the Architectural Review Board, any homesite 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 as a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

As part of the agreement to purchase a homesite, each buyer must sign an attestation that he/she has read and agrees to comply with all subdivision covenants.


From time to time, the ARB shall address potential problems relating to the use of the properties and the well-being of the residents, tenants, guests and invitees.

Section V
VALIDATION

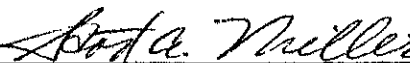
In witness whereof, the undersigned Declarant and Owner has executed this declaration this 19th day of July, 1994.

Rochester Investors Ltd.

ATTEST:

BY 

President of the Corporation

BY 

Secretary of the Corporation

EXHIBIT A

Part of the South Half of the Northeast Quarter of Section 20, part of the South Half of the Northwest Quarter of Section 20, and part of the Northwest Quarter of the Southeast Quarter of Section 20, all in Township 15 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, being more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 20; thence North 87 degrees 36 minutes 18 seconds West along the north line of the South Half of the Northeast Quarter of said Section 20, a distance of 2,166.02 feet to the point of beginning.

From said point of beginning; thence South 02 degrees 27 minutes 31 seconds West, a distance of 357.92 feet; thence South 32 degrees 37 minutes 08 seconds East, a distance of 240.44 feet to a point on a non-tangent curve having a radius of 325.00 feet whose center bears South 32 degrees 37 minutes 08 seconds East from said point; thence Northeasterly along said curve through a central angle of 11 degrees 27 minutes 25 seconds, a chord distance of 64.88 feet; thence South 01 degree 27 minutes 31 seconds West, a distance of 117.79 feet; thence South 87 degrees 32 minutes 29 seconds East, a distance of 174.79 feet; thence South 76 degrees 59 minutes 45 seconds East, a distance of 50.86 feet; thence South 87 degrees 36 minutes 18 seconds East, a distance of 187.37 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 667.41 feet to the north line of the Northwest Quarter of the Southeast Quarter of said Section 20; thence South 00 degrees 07 minutes 39 seconds West, a distance of 651.61 feet; thence North 87 degrees 32 minutes 29 seconds West, a distance of 352.50 feet; thence North 02 degrees 27 minutes 31 seconds East, a distance of 200.00 feet; thence North 87 degrees 32 minutes 29 seconds West, a distance of 46.91 feet to a point on a tangent curve having a radius of 175.00 feet whose center bears South 02 degrees 27 minute 31 seconds West from said point; thence Westerly along said curve through central angle of 12 degrees 52 minutes 52 seconds, a chord distance of 39.26 feet; thence North 10 degrees 25 minutes 16 seconds West, a distance of 189.16 feet; thence North 20 degrees 20 minutes 33 seconds West, a distance of 186.51 feet; thence North 02 degrees 27 minutes 31 seconds East, a distance of 95.13 feet; thence North 87 degrees 32 minutes 29 seconds West, a distance of 212.26 feet; thence North 79 degrees 55 minutes 52 seconds West, a distance of 50.93 feet; thence North 88 degrees 05 minutes 38 seconds West, a distance of 228.71 feet to the southwest corner of the Northeast Quarter of said Section 20; thence North 87 degrees 30 minutes 41 seconds West along the south line of the Northwest Quarter, of said Section 20, a distance of 1,308.51 feet to the southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 20; thence North 00 degrees 15 minutes 06 seconds East along the west line of the Southeast Quarter of the Northwest Quarter of said Section 20, a distance of 901.28 feet to the center of the South Fork of the Sangamon River; thence North 50 degrees 21 minutes 06 seconds East along the center of said South Fork of the Sangamon River, a distance of 186.24 feet; thence North 42 degrees 15 minutes 08 seconds East along the center of said South Fork of the Sangamon River, a distance of 379.21 feet to the north line of the Southeast Quarter of

the Northwest Quarter of said Section 20; thence South 87 degrees 24 minutes 56 seconds East along said north line, a distance of 912.11 feet to the northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 20; thence South 87 degrees 36 minutes 18 seconds East along the north line of the South Half of the Northeast Quarter of said Section 20, a distance of 430.45 feet to the point of beginning, containing 66.767 acres, more or less.

Prepared by and Return to:
Rochester Investors Ltd.
c/o John Roth
13 Katie Lane
Rochester, IL 62563

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