

Consolidated Protective Covenants

Spring Lake Estates

No. 200318625 Book 620 Page 18625

November 2003

KNOW ALL MEN BY THESE PRESENTS: SPRING LAKE EXPANSION LAND TRUST AND SPRING LAKE LAND TRUST II, established protective covenants for all lots in Spring Lake Estates, and subdivision of a part of the northeast, northwest, and southeast quarters of Section Fourteen (14) in Township One (1) south of the baseline and in Range Nine (9) west of the Fourth Principal Meridian, Adams County, Illinois.

Original protective covenants were unanimously enacted at meetings of said Land Trust at which a quorum was present as follows: **Original Subdivision (Lots 1 through 73 inclusively)** at a meeting on January 15, 1973 Robert A. Mays, as Trustee was authorized to execute and record the original Protective Covenants in the Recorder's Office of Adams County. Such covenants were recorded on the 28th day of September 1973.

First Addition (Lots 74 through 95 inclusively) at a meeting on June 20, 1987; Robert A. Mays and Alan M. Mays as Trustees, were authorized to execute and record the original Protective Covenants in the Recorder's Office of Adams County. Such covenants were recorded on 21st day of July, 1987.

Second Addition (Lots 96 through 117 inclusively) at a meeting on January 9, 1990; Alan M. Mays, as one of the trustees was authorized to execute and record the original Protective Covenants in the Recorder's Office of Adams County. Such covenants were recorded on the 11 th day of September, 1990.

Third Addition (Lots 118 through 139 inclusively) at a meeting on August 20, 1992; Alan M. Mays, as one of the trustees was authorized to execute and record the original Protective Covenants in the Recorder's Office of Adams County. Such covenants were recorded on the 31st day of August 1992.

These original covenants are herewith superceded and replaced, as follows, by the written approval of the majority of the owners of lots in each of the subdivisions. At an annual meeting of owners held November 12, 2003 *The Consolidated Protective Covenants for Spring Lake Estates* were adopted and the duly elected reorganized Architectural Control Committee was authorized and directed to record said covenants in the Recorder's office of Adams County, Illinois.

A-1. LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes.

Duplexes may be erected on any lot designated as a "Duplex Lot" by the recorded plat of said subdivision.

No building shall be erected, altered, placed or permitted to remain on any "Duplex Lot" other than a "Duplex" dwelling or a single family dwelling not to exceed two and one-half stories in height and private garages for a minimum of two cars on each half of said "Duplex".

No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for a minimum of two cars.

All garages shall be attached to the dwelling.

The Covenants as set forth in A-1 Land Use and Building Type are irrevocable and may not be amended by the owners of said lots at any later date.

A-2. ARCHITECTURAL CONTROL.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part B.

All undeveloped lots must be kept mowed to a height of 10" or less. The TRUSTEES or Architectural Control Committee is authorized to notify violators in writing and if not mowed within two weeks trustees or the Architectural Control Committee shall have said lot mowed at the expense of the owner.

A-3. DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than \$85.00 a square foot construction costs, based upon cost levels prevailing on the date these Covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages for a single family dwelling shall not be less than 1500 square feet for a one story dwelling, nor less than 1200 square feet for a dwelling of more than one story. The ground floor area of the main structure, exclusive of open porches and garages for a "Duplex" dwelling shall not be less than 3000 square feet for a one story dwelling, not less than 2400 square feet for a "Duplex" dwelling of more than one story. Provisions in Paragraph A-3 which conflict with the original covenants will not be retroactive to existing structures.

A-4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.

(b) No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes of this covenant, steps, porches, and decks shall be considered as part of a building.

(c) Retaining walls and fences may be constructed within the setback, only with approval of Architectural Control Committee.

(d) Provisions in Paragraph A-4 which conflict with original covenants will not be retroactive to existing structures.

A-5. EASEMENTS.

Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement 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 public authority or utility company is responsible.

A-6. NUISANCE

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.

A-7. TEMPORARY STRUCTURES.

(a) 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 a residence either temporarily or permanently.

(b) Parking of vehicles, boats, or RVs on street over 72 hours is not permitted. Year round storage outside on lots of vehicles, boats, RVs, trailers is not permitted.

(c) Installation of Satellite dishes or antennas requires review and approval by the Architectural Control Committee.

A-8. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or signs by a builder to advertise the property during the construction and sales period.

A-9. LIVESTOCK AND POULTRY.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats or other small domestic household pets may be kept on leashes or within electronic restraint "fences" provided that they are not kept, bred or maintained for any commercial purpose.

A-10. GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, grass clippings, 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.

A-11. WATER SUPPLY.

No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Adams County Public Health Department.

(a) No dirt shall be removed from Spring Lake Estates. Disposal of surplus dirt shall be arranged through the Architectural Control Committee.

A-12. SEWAGE DISPOSAL.

No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Adams County Public Health Department. Approval of such system as installed shall be obtained from such authority.

A-13 SLOPE CONTROL AREAS.

Slope control areas are reserved as shown on the recorded subdivision plat. Within these slope control areas no structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

A-14. SIGHT DISTANCE AT INTERSECTIONS.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

A-15 PRIVATE ENTRANCES.

The owner of any lot shall be individually responsible for the maintenance of any private entrance from any public road.

A-16 LAND NEAR PARKS AND WATER COURSES.

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered nor blocked by such fill.

A-17 UNDERGROUND UTILITIES.

All underground utilities shall be constructed prior to any bituminous concrete surface course construction. After the street surface is constructed, no openings in the pavement shall be made for a period of 5 years. All underground house services such as gas and water services shall be bored or tunneled and shall be sand backfilled to insure no street settlement. Permits for street openings made prior to the above period of 5 years shall be obtained from the Township Road Commissioner.

A-18 ARCO PIPE LINE AGREEMENT.

All lots in original subdivision shall be subject to an agreement between ARCO Pipeline Company et al and Robert Mays, as trustee of Spring Lake Expansion Land Trust dated December 26, 1972 and recorded in the Recorder's office of Adams County, Illinois, in Book 10 of Right of Ways at Page 740.

B - CONSOLIDATED ARCHITECTURAL CONTROL COMMITTEE

B-1 MEMBERSHIP:

The consolidated architectural control committee shall be composed of five members elected to staggered three year terms. Candidates for election if available should represent the original and three additions with the fifth candidate to be elected at large. The majority of the committee may designate a chairman, treasurer, and may delegate representatives to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor to fill the unexpired term. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Approval of a majority of committee members will be required to authorize expenditures to vendors and suppliers for essential services required in maintaining the entrance and common areas of the subdivision.

The committee shall also have the authority to notify any lot owners of a violation of the covenants; however, enforcement of the covenants shall not be a function of the committee but shall remain with the individual lot owners.

There shall be an annual meeting of the lot owners of record for the purposes of electing members to the Architectural Control Committee; to levy assessments to cover costs, if any, of operation of this committee and to consider other appropriate business. A majority of owners attending shall constitute a quorum for approving motions. All lot owners shall share equally such levies and be billed annually. Such levy may not be retroactive and must be limited to costs within Spring Lake Estates.

B-2 PROCEDURE.

The committee's approval or disapproval as required in these covenants shall be in writing. The committee, or its designated representative, must approve or disapprove within 30 days after plans and specifications have been submitted.

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PART C - GENERAL PROVISIONS.

C-1 TERM.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing the change said Covenants in whole or in part.

However, this paragraph does not apply to Paragraph A-1 as heretofore set forth.

C-2 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.

C-3 SEVERABILITY.

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