

Spring Lake

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: Spring Lake Expansion Land Trust does hereby make and establish the following Protective Covenants for all lots in Spring Lake Estates, a subdivision of a part of the Northeast, Northwest and Southeast Quarters of Section Fourteen (14) in Township One (1) South of the Base Line and in Range Nine (9) West of the Fourth Principal Meridian, Adams County, Illinois.

Said Protective Covenants were unanimously enacted at a meeting of said Land Trust at which a quorum was present on January 15, 1973. Robert A. Mays, as Trustee, was authorized to execute and record said Protective 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. 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.

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.

A-3. DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than \$35,000.00 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, shall not be less than 1200 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.

A-4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum

building setback lines shown on the recorded plat. In any event, no building shall be located on any line nearer than as shown by building line on the plat.

(b) No building shall be located nearer than 10 feet to an interior lot line. A yard shall be required for a garage or other permitted accessory building located 10 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.

(c) For the purposes of this covenant, caves, 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 lot to encroach upon another lot.

#### A-5. EASEMENTS.

Easements 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 a 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.

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.

#### 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 used 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 that dogs, cats or other household pets may be kept on leashes 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, 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-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 which may change the direction of flow of drainage channels 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

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 said subdivision shall be subject to an agreement between ARCO Pipe Line Company et al and Robert A. 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.

#### **Part B Architectural Control Committee**

##### **B-1. MEMBERSHIP.**

The Architectural Control Committee is composed of 3 members, initially elected for 1, 2 and 3 years, elected subsequently to 3-year terms. A majority of the committee may designate a representative 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. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, to withdraw from the committee or restore to it any of its powers and duties. There shall be an annual meeting of the lot owners of record for the purposes of electing members to the Architectural Control Committee, and to levy assessments to cover costs of operation of this committee, if any.

##### **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.

#### **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 to change said covenants in whole or in part.

##### **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 and 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.

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IN WITNESS WHEREOF, Spring Lake Expansion Land Trust by Robert A. Mays, Its Trustee, has set its hand and seal this 28th day of September, A.D. 1973.

SPRING LAKE EXPANSION LAND TRUST

By Robert A. Mays  
Trustee