

TAZEWELL COUNTY

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Prepared by & return to:

DUSTIN E. ESSIG
Attorney at Law
135 Washington Square
Washington, IL 61571

C. Essig

**DECLARATION OF RESTRICTIVE COVENANTS
FOR HUNTER'S GLEN SUBDIVISION**

Section Two Lots as described on attached Exhibit "A"

The undersigned Owners of HUNTER'S GLEN SUBDIVISION SECTION TWO of the City of Washington, Tazewell County, Illinois, on the date upon which they signed these Covenants, do hereby set forth, publish and declare the following as a Declaration of Restrictions to apply to the said subdivision and to each lot, piece and parcel thereof and does hereby declare that said restrictions shall bind our successors and assigns.

1. LAND USE AND BUILDING TYPE: All lots shall be used for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling.

2. QUALITY AND SIZE: One-story dwellings shall be a minimum of 1450 square feet of living space. Two-story dwellings shall be a minimum of 1600 square feet of living space. All designs must have written approval of the Architectural Control Representative. Each dwelling shall have an attached garage with not less than two (2) nor more than three (3) stalls. No modular or manufactured house shall be constructed in the Subdivision without the express written approval of the Architectural Control Representative. Duplexes shall be permitted in the Subdivision on designated lots, and the plans must be approved by the Architectural Control Committee as to both size and design and no duplex shall be built in the Subdivision without written approval of the Architectural Control Committee.

3. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans, specifications, front, side and back elevations, and site plans showing location of said building on the lot have been submitted and approved by the Architectural Control Representative, who shall be appointed by the undersigned or its designated representative.

4. **SUBDIVISION OF LOTS:** No lot shall be subdivided without the express written approval of the Architectural Control Representative, except that if a duplex is built on a lot, the lot may be divided to allow zero lot line duplexes.

5. **ARCHITECTURAL CONTROL REPRESENTATIVE:** The holders of fee simple title to a majority of lots may, by written instrument duly recorded, elect the Architectural Control Representative, until such time the Owners or their appointed Representative shall serve as the Architectural Control Committee.

6. **BUILDING LOCATION:** No building on any interior lot shall be located nearer than the building setback line as noted on the subdivision plat or farther than 35 feet from the front property line except where approved by the Architectural Control Representative.

7. **EASEMENTS:** Easements for installation and maintenance of utilities, water and/or sewer lines and drainage and water retention areas are reserved as shown on the recorded plat. Easements for utilities, water and/or sewer lines and drainage and water retention areas shall be maintained by the owners on whose lots those easements for utilities, water and/or sewer lines and drainage and water detention areas are located.

8. **HOME OWNERS ASSOCIATION:** A Home Owners Association shall be formed for the purpose of administering and maintaining the Detention areas not located on individual lots. The Home Owners Association shall be deeded the detention areas at the same time the Owners relinquish architectural control per Paragraph 5 above. The owner of each lot shall be a member of said Association.

9. **NUISANCES:** No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

10. **FENCES AND OUT BUILDINGS:** No fence, wall, or out building shall be constructed on any lot without first obtaining the written consent of the Architectural Control Committee. All structures shall be restricted to the rear yard only, shall be in keeping with the architectural character of the house.

11. **APPEARANCE OF PROPERTY:** No tents, shacks, trailers, mobile homes, temporary buildings, storage buildings, basement or garage homes may be moved to or built on any of said lots nor occupied as living quarters and no trash, refuse, garbage or building materials shall be dumped, stored, or abandoned within the subdivision. No wrecked or unused automobiles, trucks, boats, trailers, ashes, or lumber, or any junk or unsightly property shall be permitted in said subdivision. Garbage or trash cans must be

completely recessed in the ground or hidden from view by appropriate screening. No competition type vehicles, recreational vehicles, boats, trailers, trucks of larger than 1 ton or similar vehicles shall be parked in said subdivision except inside an attached garage. L-P or other fuel tanks must be screened from view and located at rear of dwelling. No tanks or other receptacle for storage of liquid or gas fuel shall be permitted or erected or maintained above the ground except L-P or propane tanks used for heating purposes. There shall be no permanent clothes lines or posts or other permanent appliances for hanging clothes in front or side yards. Mail boxes and posts to be approved by the Architectural Control Representative.

12. **SIGNS**: No advertising or display signs shall be permitted on any lot in said subdivision except temporary "For Sale" or "Sold" signs advertising the lot in question. Such signs shall not exceed 4 square feet in size without written approval of the Architectural Control Representative. "Sold" signs shall not be permitted to exist on the property in excess of 30 days from the date of the sale of the property.

13. **OIL AND MINING OPERATIONS**: No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derricks or other structures designed for use in boring oil shall be erected, maintained or permitted on any lot.

14. **LIVESTOCK AND POULTRY**: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or in any dwelling, except household pets, provided that are not kept, bred, or maintained for commercial purposes.

15. **REMOVAL OF DIRT**: No dirt from any excavation shall be permitted to be removed from said subdivision without the approval of the Architectural Control Representative.

16. **QUALITY OF MATERIALS**: Only new material shall be used in the construction of any building, except as necessarily incidental to construction of the buildings and structures on the property.

17. **YARD LIGHT**: An outside yard light with automatic switch and post shall be installed and connected to electrical service by each lot owner prior to occupancy of any dwelling erected thereon; said light shall be located two feet behind the sidewalk.

18. **GARBAGE AND REUSE DISPOSAL**: Garbage or trash cans must be completely recessed in the ground or hidden from view by appropriate screening. Garbage cans shall be removed from the curb on the days(s) so designated as collection

days. Garbage containers shall be of a type that prevents the materials or odors from becoming airborne or in any way offensive to owners of other lots.

19. **ANTENNAS:** No television, radio antenna or satellite dishes shall be permitted on any lot. In no event shall any free standing television or radio reception or communication device be permitted on any lot.

20. **SOLAR HEATING EQUIPMENT:** Solar heating panels, collectors or other devices shall not be permitted to be visible from the front or side yards, or from any street within the subdivision and shall be permitted only upon written approval of the Architectural Control Representative.

21. **DRIVEWAYS AND SIDEWALKS:** Each lot owner shall construct a driveway and sidewalks built to the specifications and standards of the Subdivision Code of the City of Washington, Illinois. Barrier curb removal to be by saw cutting only. No curb removal permitted without the consent of the Architectural Control Representative. No private driveway shall be constructed allowing ingress and egress from North Cummings Lane.

22. **QUALITY OF CONSTRUCTION:** Workmanship on the exterior of any building or any improvement on any lot shall be of a quality comparable to the workmanship of craftsmen skilled in the installation of the particular item or material used on the exterior.

23. **MAINTENANCE OF LOT:** Lot owners must mow their lot regularly and maintain it free of debris and trash. No owner shall move or remove any trees from any landscaping buffer, without written approval of the Architectural Control Representative.

24. **ZERO LOT LINE DUPLEXES:**

A. **DRIVEWAYS:** If there is a common driveway used by both units, the maintenance and repair of the driveway shall be shared equally by the adjoining owners and each owner shall be permitted access to the portion of the driveway on the adjoining owner's property to carry out the maintenance and repairs.

B. **WALLS IN ZERO LOT LINE DUPLEXES:** The zero lot line walls dividing the duplexes constructed in the Subdivision are called adjoining walls for the purpose of these covenants and the joint owners in the Subdivision

are subject to a perpetual easement over, across, under and through the adjoining premises, including the right of reasonable access to the adjoining owner's property for reasonable purposes. These walls shall at all times remain in the same position as when initially erected, and no person shall have the right to add to or detract from such walls in any manner as will injure or disturb said walls.

C. **DUTIES REGARDING WALLS:** No unit owner shall undertake or permit any action with regard either of the adjoining walls which will result in any of the following:

- (1). Impose any undue load or stress upon the walls;
- (2). Warp, crack, impair or otherwise detract from or render the walls less serviceable to the adjoining owner or owners;
- (3). Weaken, undermine, soften, impair or render less secure the soil or strata supporting the walls;
- (4). Result in the walls being subject to effects of lateral or side strain such as might be occasioned by an attempt to affix weights, apparatus or other heavy fixtures to the walls;
- (5). Cause or result in unreasonable penetration or perforation of the walls;
- (6). Disturb the conformity and harmony with the external design and character of the existing structure.

D. **REPAIR AND MAINTENANCE:** Costs of reasonable repair and maintenance of the walls due to ordinary wear and tear, other than decorating the interior of the respective residences, shall be shared equally by the adjoining owners. For purposes of this paragraph, the term "adjoining owners" shall mean the owners of the units on either side of the adjoining walls in question. In the event of damage or destruction of the walls by any cause, including the necessary repairs of any utility lines located in said walls, then and in that event, either adjoining owner may repair or rebuild the walls at the same place, to the same size and of the same or similar material of like quality, and the cost of such repair or rebuilding shall be shared equally by the adjoining owners. Notwithstanding the foregoing, in the event of any damage or destruction of the walls due to the deliberate and grossly negligent act of an adjoining owner, the cost of such repair or rebuilding shall be paid entirely by such adjoining owner. If an adjoining owner

shall fail to pay any sum required to be paid for repair, maintenance or reconstruction of the walls, the other adjoining owner may, but need not repair, maintain or reconstruct the walls as the case may require, and pay the full cost thereof, and in such event, one-half (½) of all of the amount so paid, as the case may require, shall immediately become payable by the other adjoining owner entitled to collect the same may sue for and recover such amount at law, together with costs and reasonable attorney's fees in connection therewith; provided, however, that all rights and remedies of an adjoining owner herein enumerated are cumulative and none shall exclude any other right or remedy allowed by law.

25. EROSION CONTROL / EPA & IEPA REGULATIONS: Lot Owner shall be responsible for compliance with any City ordinances, State statutes, Federal statutes, Environmental Protection Agency ("EPA") and Illinois Environmental Protection Agency ("IEPA") regulations, and shall hold Developer harmless from any claims, penalties or other costs related to violation by lot owner of any of the referenced rules. Further, if costs are incurred related to failure of Lot Owner to comply with these referenced ordinances, statutes, or regulations, the Lot Owner shall be responsible for these costs, including costs incurred if activities on Owner's lot or areas adjacent thereto are necessary to achieve compliance. Lot Owner shall also be responsible for attorney's fees incurred related to these ordinances, statutes or regulations and any costs and fees incurred in any action to obtain payment from Lot Owner. The land has been developed and IEPA approved for a Storm water Pollution Prevention Plan for the Subdivision. If the IEPA permit has been terminated, Lot Owner shall submit a Notice of Intent to IEPA 30 days before the starting construction on their lot and develop a Storm water Pollution Prevention Plan for said lot and obtain any necessary permits from any governmental agency regulating construction on said lot. Lot Owner shall, prior to starting construction, verify if the IEPA permit has been terminated.

26. ENFORCEMENT: Any person owning any lot in said subdivision may enforce these covenants, conditions and restrictions by proceeding at law or in equity against any person or persons violating or attempting to violate any such covenants, either to restrain such violation or to recover damages for such violation.

27. CONSTRUCTION AS SEVERABLE: Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions herein which shall remain in full force and effect.

28. TERM: These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded. After the initial 25 year period 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.

29. **EXCULPATORY CLAUSE:** This instrument is executed by the persons set forth below as Owners of said lots. All the covenants and conditions to be performed hereunder by any corporation or company are undertaken by said corporation or company and no officer shall incur personal liability for the enforcement or failure to enforce any these covenants and restrictions nor shall personal liability be asserted or enforced against said officers by reason of any of the covenants, statements, representations or warranties contained in this instrument.

30. **AMENDMENTS:** Owners shall have the right to alter, amend or revoke these restrictions by written amendment, signed by the owners of at least 80% of the lots in this Subdivision.

IN TESTIMONY WHEREOF, the undersigned Owners have signed this 12th day of Nov, 2009.

Heartland Bank and Trust Company

By: *Damone Piper*

Its: *SWP*

STATE OF ILLINOIS)
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAMONE PIPER, personally known to me to be the Senior Vice Pres. of HEARTLAND BANK AND TRUST COMPANY, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, pursuant to the authority given by said Company.

GIVEN under my hand and notarial seal, this 12th day of November, 2009.



Jennifer Landwehr
Notary Public