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**OWNER'S DECLARATION OF RESTRICTIVE COVENANTS
IN COUNTRY TRACE, PLAT 1, AN ADDITION
TO THE VILLAGE OF DIVERNON, ILLINOIS**

WHEREAS, Wilbach Corporation is the owner and developers, hereinafter referred to as "Declarant", as owner of the premises described in Article II hereof, does hereby subdivide said tract of land and does designate such subdivisions COUNTRY TRACE, Plat 1, being an addition to the Village of Divernon, Sangamon County, Illinois, for the purpose of the sale of lots therein by description and number appearing and designated on said plats. Streets as marked and identified thereon are dedicated 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 additional subdivisions, and;

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

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Illinois, as a not-for-profit corporation, the Country Trace Homeowner's Association, Inc., for the purpose of exercising the function aforesaid;

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SANGAMON COUNTY
ILLINOIS

95-43392

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Mary Ann Samuel
RECORDER

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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) "Association" shall mean and refer to Country Trace Homeowner's Associations, Inc., and Illinois not-for-profit corporation, its successors and assigns.

(b) "Properties" shall mean and refer to the real property described in Article II.

(c) "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 shall be shown on the Plat of Subdivision.

(d) "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 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 such proceeding or conveyance in lieu of foreclosure.

(e) "Member" shall mean and refer to every owner who therefore is a member of the Association.

(f) "Developer" shall mean and refer to the Declarant and its assigns if such assigns should acquire a portion of the 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.

(g) "Board" shall mean and refer to the Board of Directors of the Association.

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ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section I. 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 the Village of Divernon, Illinois, Sangamon County, attached hereto and incorporated therein by reference.

Part of the Southeast Quarter of the Northeast Quarter of Section 21, Township 13 North, Range 5 West of the Third Principal Meridian, described more particularly as follows; Beginning at a stone marking the Southeast corner of Thomas R. Beynon Subdivision Number 1 as recorded in Plat Book 19 on page 14 in the office of the Sangamon County Recorder of Deeds, thence North 00 degrees 19 minutes 41 seconds East along the East line of said subdivision a distance of 969.14 feet to an iron pin, thence South 89 degrees 41.00 seconds East a distance of 360.00 feet to an iron pipe, thence South 00 degrees 19 minutes 41 seconds West a distance of 967.15 feet to a iron pipe on the quarter section line, thence South 90 degrees 00 minutes 00 seconds West along the quarter section line a distance of 3601.00 feet to the point of beginning. Said tract contains 8.001 acres, more or less, all in the County of Sangamon, State of Illinois.

ARTICLE III

Section 1. Membership. Every person or entity who is the record owner of a fee or undivided fee interest in any lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No owner, whether one or more persons, shall have more than one membership per lot. In the event of multiple Owners of a lot, votes and right of use and enjoyment shall be as provided herein. Membership shall be appurtenant to and may not be separated from ownership of any lot. Ownership of a lot shall be sole qualification for membership. The rights and privileges of membership including the right to vote and to hold office may be exercised by member or a member's spouse, but in no event shall more than one vote be cast nor office held for each lot.

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ARTICLE IV

EASEMENTS

Section 1. Utility Easements. There is hereby created an easement upon, across, over, through and under the properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this 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 fix 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.

Section 2. 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 3. Easement to Inspect. There is hereby created an easement for ingress and egress on any Lot to inspect such property for alleged violations, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements.

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 as to jeopardize property values or be detrimental to the enjoyment, comfort and well being of the Owners. Each Owner shall refrain and prohibit any act or use of a Lot which could

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reasonably cause embarrassment or annoyance to other Owners or occupants.

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Section 3. Architectural Standards. 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 in connection with the initial construction of buildings on the properties, unless and until the plans and specifications showing the nature, kind, shape, height, materials and location 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 by the Architectural Control Committee composed of two. A land engineer of the Architectural Control Committees choice shall approve setback of 30 feet for the main residence and garage and set the grade prior to the commencement of construction. The Architectural Control Committee shall have the right to prevent the clearing of a Lot and subsequent excavation and grading prior to construction of the main residence upon such a Lot according to the following:

Prior to the construction of the main residence, a lot owner is required to seek approval of building plans through the Architectural Control Committee. The committee shall consider quality of workmanship and materials, external design, location with respect to topography and finished grades, elevations and building lines, location of driveways and walk ways

To comply with this requirement, each lot owner, prior to any construction on the lot, shall first submit a plan to the architectural Control Committee stating in general the type, style, size and general design of the residence to be constructed, along with its location on the building site and the name of the lot owner's designated General Contractor. Also should include actual plans and specifications which shall include the floor plan, exterior color schemes, and materials, elevations and actual plat plan showing distances from easements and lot lines and the location of the finished grade height of the first floor. The lot owner agrees that he/she will not obtain a building permit until the ACC shall approve or disapprove in writing any plan submitted to it or any member of the committee within seven (7) calendar days of the actual submission of the plan.

No alterations, repairs, excavations, fences, awnings, 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 ACC.

Subsection A. No Lot shall be used except for single family (or duplex lots designated) residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot or parts thereof exceeding two and one-half stories in height. Attached housing with partywall lots #1, 12, & 21.

* **Subsection B.** The total floor area of the main structure, exclusive of basement, one story

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open porches and garages shall:

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- 1) Have a ground floor area of not less than 1500 feet for a one story dwelling.
- 2) Have a ground floor area of at least 950 square feet with a total of at least 1750 square feet for a one and one-half story, two story bi-level or tri-level.
- 3) A duplex corner lot will be 100 feet, with a minimum of 850 asf per unit and 1 car garage.
- 4) All driveways located upon a Lot shall be constructed of concrete. Driveways shall be no less than 20 feet in width exception is the duplexes.
- 5) Garages shall be attached to residence and be either two or three car in size. Garages shall be erected on side of lot according to developers plans attached.
- 6) All residents will have some or all exterior bricking exceptions will be decided by the ACC.

Subsection C. No building, exclusive of eaves and steps, shall be located on any Lot nearer to the front Lot line 30 feet or nearer than 5 feet to any interior lot line.

Subsection D. The gradeline of any lot shall be maintained to correspond with that of surrounding property. All grade lines will be set by the engineering company employed by the Developer prior to any construction. The scale of the lot shall not be altered so as to keep water from flowing as designed.

Subsection E. No trailer, basement, tent, shack, garage, barn or other outbuilding will be placed on any lot shall, at any time, be used as a residence, temporarily or permanently. A storage shed no larger than 10 x 12 may be placed at rear of property. All vacant lots shall be kept free of weeds and shall not be permitted to fall into an unsightly condition. Any vacant lot which falls into an unsightly condition may be mowed and cleaned up by the Developer at the expense of the owner..

Subsection F. No outside television or radio aerial or antenna, or other serial or antenna or signal receptacle, for reception or transmission, shall be maintained on the exterior of any lot, living unit, without the prior written consent of the ACC.

- 1) Swimming pools on lots containing single family residences shall not be nearer than 10 feet to any lot line and must be located in the rear of the single family residence. If located above ground, pool must be fenced so as to not be visible from any angle.
- 2) Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frames, etc. shall not be stored outside when not in use.

Subsection G. No spirituous, vinous or malt liquor shall be sold, or kept for sale, on any lot.

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Subsection H. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other generally recognized household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Such domestic pets shall not be permitted to cause or create a nuisance, disturbance or unreasonable amount of noise which may affect any resident or other person on the owner's lot or must be on a leash held by a person. Notwithstanding any other provision to the contrary binding, the ACC may adopt binding rules and regulations from time to time pertaining to the keeping of any and all pets upon the properties when the ACC determines such action to be in the best interest, well being and enjoyment of any or all of the residents of the Country Trace subdivision.

Subsection I. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of the neighboring property.

Subsection J. No lot, or any part hereof, shall be used, either temporarily or permanently to sell, store or accumulate used cars, parts therefrom or junk of any kind or character whatever. No Owner, tenant or other person shall repair or restore any vehicle of any kind upon any Lot or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. Notwithstanding any provisions heretofore stated in these covenants and restrictions, the ACC shall have the power and authority from time to time to adopt additional rules regarding the parking and storage of vehicles.

Subsection K. Rubbish, trash, garbage or other waste shall be kept in sanitary containers, and shall not be stored, kept, deposited or left on any lot or any other part of the properties, except such garbage and rubbish which shall necessarily accumulate from the last garbage and rubbish collection. Sanitary containers shall not be permitted to remain in public view except on days of collection. No burning barrels are allowed on the property. Builder/owner may burn boxes and excess wood on lot only while home is under construction.

Subsection L. No sign of any kind shall be maintained or displayed on any lot except one sign of not more than (1) square foot in area, identifying the occupants of the dwelling, one sign of not more than (10) square feet in area advertising the property for sale, and signs used by contractors during the construction of any improvements thereon.

Subsection M. The ACC shall have the right and power to prescribe and enforce uniform

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mail receptacles throughout the Subdivision. The double mail post and box are included in the lot charge and will be delivered to the lot and installed on completion of house and driveway..

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Subsection N. From time to time additional rules and amendment of 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 residents, tenants, guests, and invites. As such additional rules and any subsequent amendments hereto shall be furnished in writing to all lot owners of record prior to the effective date of such rules and shall be binding on each lot owners and all actual residents and their guests when furnished in writing. Copies of such rules may also be filed for record with these covenants and when filed, shall become a part hereof.

Subsection O. Any fencing construction on any lot shall conform to the ordinances; however, **NO** fencing shall be permitted in front yards. All fences must be erected at least **SIX INCHES** inside property or lot lines and will start at the back edge of the house only, and continue to back of property.

Subsection P. There shall be installed and planted upon each Lot and maintained by each lot owner landscaping. Owner shall plant at least 1 tree and 4 bushes in the front yard. Builder/owner shall grade and seed yards within thirty (30) days of the conclusion of construction or sale/close of property..

Subsection Q. During clearing and construction, until all exposed dirt from excavation has been removed from the Lot or brought to an approved final grade surrounding the dwelling unit and until the Lot is permanently landscaped with vegetation or landscaping material, the Lot owner shall take such steps as are necessary to prevent the erosion and washing of soil from the Lot.

Subsection R. Soils, mud and landscape waste carried from the Lot onto other properties and common areas such as easements, rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary, at the expense of the Lot owner.

Subsection S. All construction of a dwelling by a contractor/owner, with purchase of lot/close being the starting date, must start within 1 year and completion in 9 months.

Section 6. Amendments. The covenants and restrictions of this Declaration shall run and bind the land 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, unless at the

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expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Resolution of the Town Board and The Village of Divernon, Illinois, and be recorded in order to become effective.

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Section 5. Exculpatory Clause. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee which in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representatives, covenants, undertakings and agreements by the Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee no in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee and any of the beneficiaries under said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and release.

IN WITNESS WHEREOF, the undersigned Declarant and Owner has cause this instrument to be executed this 4th day of December, 1995.

Wilbach Corp, Inc.
September 1994

By: 

Its 

PLAT MAP ATTACHED. COUNTRY TRACE , VILLAGE OF DIVERNON

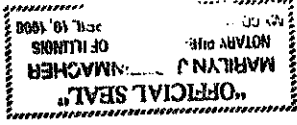
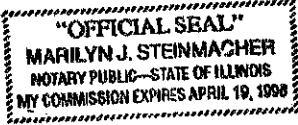
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Attest:

Its _____

STATE OF ILLINOIS)
) ss.
COUNTY OF SANGAMON)

I, Marilyn J. Steinmacher, a Notary Public in and for the
County and State aforesaid, do hereby certify that Cheryl Dombacher
President of Wilbach Corp, Inc., personally known to me to the of



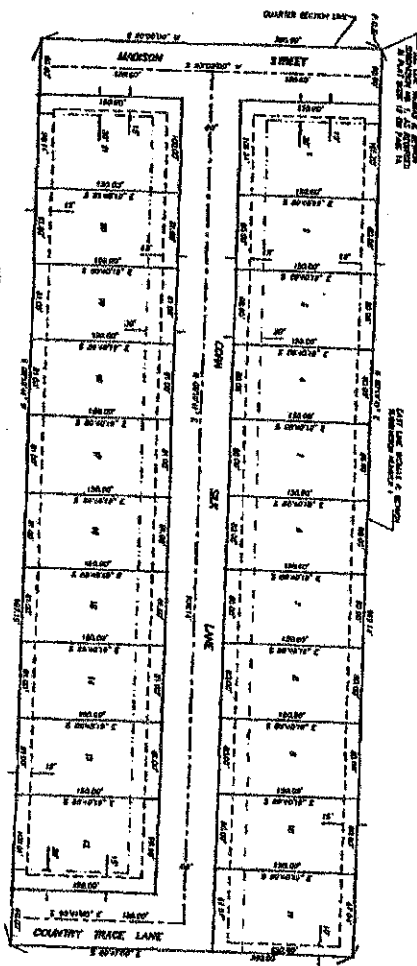
Cheryl Dombacher
PO Box 258
Diverson, IL 62530

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FINAL PLAT COUNTRY TRACE SUBDIVISION

THIS PLAT IS THE FINAL PLAT FOR THE COUNTRY TRACE SUBDIVISION, BROWN COUNTY, ILLINOIS, AS SHOWN ON THE PREVIOUS PLAT. THE TOTAL AREA OF THE SUBDIVISION IS 100.00 ACRES. THE PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DEED OF CONVEYANCE AND THE RECORDS OF THE COUNTY CLERK OF BROWN COUNTY, ILLINOIS.



1. TO HAVE THE PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK OF BROWN COUNTY, ILLINOIS, THE FOLLOWING CONDITIONS MUST BE COMPLIED WITH:

1. THE PLAT MUST BE ACCOMPANIED BY A DEED OF CONVEYANCE.
2. THE PLAT MUST BE ACCOMPANIED BY A STATEMENT OF THE SURVEYOR OR ENGINEER.
3. THE PLAT MUST BE ACCOMPANIED BY A STATEMENT OF THE COUNTY CLERK.

2. THE PLAT MUST BE ACCOMPANIED BY A STATEMENT OF THE SURVEYOR OR ENGINEER, WHICH MUST BE SIGNED AND SEALED BY HIM.

3. THE PLAT MUST BE ACCOMPANIED BY A STATEMENT OF THE COUNTY CLERK, WHICH MUST BE SIGNED AND SEALED BY HIM.

4. THE PLAT MUST BE ACCOMPANIED BY A STATEMENT OF THE COUNTY CLERK, WHICH MUST BE SIGNED AND SEALED BY HIM.



FINAL PLAT COUNTRY TRACE SUBDIVISION BROWN COUNTY, ILLINOIS CONSTRUCTION PLANS		GREEN & BRADFORD, INC. SURVEYORS 1000 N. WASHINGTON ST. BROWN COUNTY, ILLINOIS 62401 PHONE: 618-338-1111 FAX: 618-338-1112	SHEET NO. _____ TOTAL SHEETS _____ DATE _____
PREPARED BY _____ CHECKED BY _____ DATE _____	TITLE _____ DRAWN BY _____ DATE _____		

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