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2008R39840

10/21/2008 02:37PM

REC FEE: 21.00

REC REST FEE: 4.00

GIS FEE: 9.00

GIS REST FEE: 1.00

RHSP FEE: 10.00

TOTAL: \$45.00

PAGES: 10

DELLA

MARY ANN LAMM

SANGAMON COUNTY RECORDER

Prepared by:  
Brian Leka  
Illini First Development  
7322 Bahr Road  
Sherman, Illinois 62684

Return To:  
Brian Leka  
7322 Bahr Road  
Sherman, Illinois 62684

**PROTECTIVE COVENANTS FOR  
PRAIRIE LAKE ESTATES SUBDIVISION  
(2nd ADDITION)**

KNOW ALL MEN BY THESE PRESENTS:

That Illini First Development, Inc., being the developer of the land described in Section I of this declaration and being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to 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 Section I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

**SECTION I**

The real property which is and shall be held and which shall be transferred and 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 follows:

\*\*\*\*\* LEGAL DESCRIPTION attached as Exhibit A \*\*\*\*\*

## SECTION II

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

1. No lot shall be used for other than single family residence purposes. There shall not exist on any lot at any time more than one single-family residence.
2. No residence shall contain, exclusive of basement, open porches and garages, a ground floor area of not less than 2500 square feet for a one story dwelling, or a ground floor area of 1500 square feet and a total of 3000 square feet for a dwelling of more than one story. Each garage must at a minimum provide space for at least two cars and must be attached to the dwelling. Final determination of this covenant shall be approved by the Architectural Control Committee.
3. No residential unit, including attached porches, breezeways and garages, shall be erected on any lot nearer to the front lines of said lot than as follows: All lots will have a setback line as shown on the final plat (unless approved by the Architectural Control Committee), or closer than 15 feet to either side of the lot line, or closer than 30 feet to the rear lot line (provided, however, that in the case of corner lots the setback from the side street line shall not be less than the minimum 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 car garage, except for driveways leading to rear or side entrance garages, which shall have a minimum width of ten (10) feet. All driveways shall be paved with concrete, blacktop, or brick its entire length.
4. All utilities, including telephone, electric and television cables other than for temporary service during construction shall be underground.
5. No satellite dishes shall be erected in public view from the front of the residence.
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 same altered or relocated until the construction plans and front elevation, specifications and plot plan showing the location of such improvements or structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony and color of external

design with existing structures and as to location with respect to topography and finished grade elevation. All exterior structures must be covered with brick or stone including the front, and both sides. It is encouraged that the rear of the structure also be covered with the same brick or stone. In an attempt to obtain harmonious exterior appearances, no dwelling may use the same exterior design or color scheme as any other dwelling located within 2 houses on either side of the street in any direction without the approval of the Architectural Control Committee. Grade lines shall be in conformity with the adjacent lots and shall not interfere with the drainage from the adjoining lots. No above ground swimming pools may be installed. Pool houses must be approved by the Architectural Control Committee and must be constructed similar to the main residence including the stone or brick requirements. Solar panels if used must be approved by the Architectural Control Committee. No fence or wall shall be erected, placed or altered without the prior written approval of the Architectural Control Committee. With respect to lots bordering upon the lakes, no structure, fence or wall shall be erected in the rear 30 feet without the permission of the Architectural Control Committee. It is the intent of this covenant to provide a reasonable view of the lake to all owners of lots bordering upon the lake, it is not intended to prohibit all structures and fences, but merely to control the nature and extent thereof. Homeowner must maintain his property in a manner consistent with the character of Prairie Lake Estates, including all property up to and including the shoreline for those lots that border on a lake. The Architectural Control Committee is composed of Tom Hollingshead and Brian Leka. A member of the Committee may designate a representative to act for them. In the event of the death or resignation of any member of the Committee, the remaining members or member shall have full authority to designate successors. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event said Committee, or its designated representative, fails to approve or disapprove, in writing, any request required to be submitted to the committee, within 30 days after the plans and specifications or plot plans or other requests have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty days after construction is commenced or prior to the completion thereof (whichever period is the longer), such approval will not be required and this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to any violation of the requirements of paragraphs 1 through 7 of these Protective Covenants. All submissions under this paragraph shall be in writing and submitted to Tom Hollingshead, #6 Pine Drive, Sherman, Illinois or Brian Leka, 7322 Bahr Road, Sherman, Illinois or such other place as they may designate from time to time.

7. 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 character, 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. No lot owner or occupant shall permit any commercial vehicle, trailer including without limitation, cargo trailer, camper, boat trailer, house trailer, mobile home, or carryall to be parked or stored on the lot, in the driveway, or in the street in front of or along side of the lot for more than 48 hours. This shall not prevent the lot owner or the occupant from storing a commercial vehicle owned by such owner or occupant or used by him in his business in the garage on the premises.
9. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any lot for the facilitation and carrying on of any trade, business or industry.
10. The owner of any vacant lot shall cut the weeds and maintain the same in a proper condition. Property owners contiguous with the lake are expected to maintain lake frontage in a proper condition.
11. Easements for installation and maintenance of utilities, storm sewers 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 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 by virtue of the plat of said subdivision has assumed that responsibility. An easement is hereby reserved for telephone and electric lines to extend underground which shall be located on the utility easement or on the public highway across any property in the subdivision to serve improvements on other properties in the subdivision.
12. The topography and finished grade elevation of each home site must be consistent and complimentary with the grade line and elevation of the other homesites in the subdivision. Final determination as to the first floor elevation shall be made by the Architectural Control Committee.
13. 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.
14. No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one square foot, one sign of not more than five 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.
15. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.
16. No animals, livestock or poultry of any kind shall be kept. However 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 lot until such lot is improved with a habitable dwelling.

17. No lot shall be used or maintained as a dumping ground for rubbish, 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.
18. No lot owner shall cut or remove any living tree having a diameter of 4 inches or more measured at a point 12 inches above the ground, without the approval of the Architectural Control Committee.
19. No one shall alter the flood plan as it is shown on the final recorded plot without the approval of the Architectural Control Committee.
20. The Architectural Control Committee shall have the power to reduce side-yard requirements by not more than twenty-five percent (25%) of the required side-yard and to reduce the rear yard requirements by not more than ten percent (10%) of the applicable required front or rear yard; the Committee shall have the further power to reduce minimum dwelling size requirements where the size, shape and location of the lot warrants such variance in the opinion of the Architectural Control Committee.
21. During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Architectural Control Committee, or any agent of such Committee, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within said subdivision and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.
22. The approval of the Architectural Control Committee of any plans and specifications, plot plan, grading or other plan or matter requiring approval as herein provided, shall be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. NEITHER THE SAID COMMITTEE NOR ANY MEMBER THEREOF, NOR THE PRESENT OWNER OF SAID REAL ESTATE, SHALL BE IN ANY WAY RESPONSIBLE OR LIABLE FOR THE LOSS OR DAMAGE, FOR ANY ERROR OR DEFECT WHICH MAY OR MAY NOT BE SHOWN ON ANY PLANS AND SPECIFICATIONS OR ON ANY PLOT OR GRADING PLAN, OR PLANTING OR OTHER PLAN, OR ANY BUILDING OR STRUCTURE OR WORK DONE IN ACCORDANCE WITH ANY OTHER MATTER, WHETHER OR NOT THE SAME HAS BEEN APPROVED BY THE SAID COMMITTEE OR ANY MEMBER THEREOF, OR THE PRESENT OWNER OF SAID REAL ESTATE.
23. Where a building site consists of more than one lot, the above provisions shall be applicable to the boundary lines of a building site rather than the platted lot lines. Accordingly, the Architectural Control Committee shall have the power to increase the side yard requirements to a minimum of fifteen percent (15%) of the width of the building site at the building setback line where the building site consists of more than one lot, this

power is in addition to the power of the Architectural Control Committee set forth in Section II, paragraph 21 above.

24. All buildings erected on any building site shall be constructed of material of good quality suitably adapted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. Accessory buildings shall not be erected, constructed or maintained prior to erection or construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.
25. During the course of construction all materials and equipment shall be stored only on the lot on which construction is underway; debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning shall take place, of debris, upon the premises. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times. A lot owner or lot purchaser violating this covenant individually or through his contractor may be assessed by the subdivider or the Homeowner's Association up to \$10 per day for violations, if any, occurring after notice is given of any prior violation.
26. No person, firm, or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.
27. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines extended. Further, none of the above described obstructions shall be placed or permitted to remain in the triangular area formed by a street right-of-way line, either edge of any driveway, and a line connecting a point thirty (30) feet outward from either side of a driveway and a point on the edge of the driveway toward the building fifteen (15) feet from the street right-of-way line. Furthermore, no fence shall extend beyond the front of the house without the approval of the Architectural Control Committee.
28. All property owners or residents in the subdivision owning or possessing trucks, trailers, campers, boats, motorcycles or motor homes which they desire to park in the subdivision shall provide and use an enclosed garage for the storage of same when not in motion.
29. The failure of the Architectural Control Committee, any building site 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 a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation lien or charge.

30. No antennas (not relative for television reception), transmitting or broadcasting equipment, appurtenances thereto, or similar equipment, shall be placed, stored, kept or used upon any lot at any time, either temporarily or permanently.
31. Mailbox and post must be consistent as determined by the Architectural Control Committee and the cost will be born by the property owner. The property owner is responsible for the installation.
32. Any exposed fireplace chase must be masonry veneer (brick or stone). All roofing materials shall be architectural grade (fake shake) shingles.
33. It is further understood and agreed that those Buyers purchasing lots contiguous to the lakes situated upon Prairie Lake Estates Subdivision shall have the sole and exclusive right, power and authority to the exclusion of all other persons to utilize that part of the shore line, surface waters and facilities of said lake area except for the Maintenance Easement as noted on the Plat.
34. All lots have been approved by the County for the use of septic tanks. Depending on how the residence is situated on the lot, the homeowner may be responsible for locating a different septic tank location..

### SECTION III

A homeowners association will be formed to maintain the Common Area(s) and to maintain custom street lights if the Village of Sherman determines that it will not maintain the lights.

Membership in the Association is mandatory and each lot owner shall have one (1) vote. A four member board shall be elected by the membership as the governing body of the Association. The board shall determine the annual dues to be paid by each member and the amount shall be the same for each lot. If any owner shall fail to pay the annual dues within thirty (30) days of the due date, the board may file a lien against the real estate and bring suit to enforce collection. For the first year, the Architectural Control Committee shall serve as the board.

### SECTION IV

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 25 years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by seventy percent (70%) of the then owners of the building sites has been recorded, each building site having one vote, agreeing to change said covenants in whole or

in part, except for Section II, item 20 and all of Section III, which shall run in perpetuity. These covenants apply to the second addition of Prairie Lake Estates.

#### SECTION V

All lot owners voluntarily assume all risks of accident or damage to their person or property and that of their family and guests while utilizing the facilities of Prairie Lake Estates. They agree to hold harmless Prairie Lake Estates, their officials and employees, from any claim, liability or demand of any kind for or on account of any such personal injury or property damage or loss of any kind which they, their family or guests, may sustain. Furthermore, said lot owners acknowledge that they will fully review the rules and regulations of Prairie Lake Estates prior to utilizing the facilities of Prairie Lake Estates and, agree to conform to said rules and regulations. Said lot owners also agree to indemnify, defend and hold harmless Prairie Lake Estates from any claim, liability or loss of any kind sustained by a third party resulting from the undersigned's acts or omissions or the acts or omissions of their family or guests.

#### SECTION VI

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.



SECTION VII

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

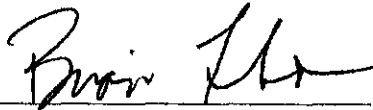
SECTION VIII

IN WITNESS WHEREOF, Illini First Development, Inc.

has caused its name to be affixed hereto this 16<sup>th</sup> day of

October 2008.

ILLINI FIRST DEVELOPMENT, INC.

BY 

Managing Partner

**EXHIBIT A**

**PRAIRIE LAKE ESTATES, SECOND ADDITION**

Lots Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), in Prairie Lake Estates, Second Addition as shown on Plat of Subdivision recorded 10/15/08 as Document NO. 2008R39090