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2007R39318

10/16/2007 09:17AM

REC FEE: 23.00

REC REST FEE: 4.00

GIS FEE: 9.00

GIS REST FEE: 1.00

RHSP FEE: 10.00

TOTAL: \$47.00

PAGES: 12

JENNIFER

MARY ANN LAMM

SANGAMON COUNTY RECORDER

PROTECTIVE COVENANTS
FOR SAVANNAH POINTE

KNOW ALL MEN BY THESE PRESENTS:

That Piper Glen Development Corp., 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:

Part of the Northwest and Northeast Quarter of Section 26, Township 15 North, Range 6 West, of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of the Northeast Quarter of said Section 26; thence North 00 degrees 58 minutes 34 seconds West on the East line of said Southwest Quarter of the Northeast Quarter, a distance of 55.00 feet to a point on the North right of way line of Spaulding Orchard Road, said point being the Point of Beginning.

From said Point of Beginning; thence South 89 degrees 47 minutes 14 seconds West on said right of way, a distance of 176.47 feet to a point; thence North 00 degrees 12 minutes 46 seconds West on said right of way, a distance of 15.00 feet to a point; thence

South 89 degrees 47 minutes 14 seconds West on said right of way; a distance of 166.42 feet to a point; thence South 00 degrees 12 minutes 46 seconds East on said right of way, a distance of 14.99 feet to a point on a non-tangent curve to the left having a radius of 22,999.06 feet whose center bears South 00 degrees 12 minutes 53 seconds East from said point; thence Southwesterly on said curve left through a central angle of 0 degrees 56 minutes 13 seconds, a chord distance of 376.00 feet on said right of way to a point; thence South 01 degrees 05 minutes 27 seconds East on said right of way, a distance of 5.00 feet to a point; thence South 88 degrees 54 minutes 33 seconds West on said right of way, a distance of 616.98 feet to a point; thence South 88 degrees 53 minutes 15 seconds West on said right of way, distance of 1332.45 feet to a point; thence North 01 degrees 07 minutes 38 seconds West, a distance of 1269.09 feet to a point; thence North 88 degrees 39 minutes 08 seconds East, a distance of 1333.34 feet to a point; thence North 88 degrees 39 minutes 08 seconds East, a distance of 1338.33 feet to a point on the East line of the Southwest Quarter of the Northeast Quarter of said Section 26; thence South 00 degrees 58 minutes 34 seconds East on said East line, a distance of 1283.51 feet to the point of beginning, except the East 75' of said description, and any future adjacent property that the developer acquires and desires to make a part of Savannah Pointe.

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 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. There shall be only single family residences and each residence shall contain, exclusive of basement, open porches and garages, a ground floor area of not less than: (a) one -story homes shall have a minimum of 2,000 square feet; (b) one and one-half story homes shall have a minimum of 2,200 square feet; (c) two-story homes shall have a minimum of 2,400 square feet. An exception to these square footage requirements applies to Lots 61-70, where building requirements are 200 square feet higher for each of the aforementioned categories. No bi-level or tri-level residence may be constructed anywhere in the subdivision without the prior written approval of the Architectural Control Committee (ACC). Each garage must at a minimum provide space for at least two cars and must be attached to the dwelling unless otherwise approved by the ACC. No vinyl or aluminum siding may be installed on the front of the residence, except for vinyl simulated shake siding, without the prior written approval of the ACC.

2. Any residential unit, including attached porches, breezeways and garages, shall not be erected on any lot nearer than 30' from the front lines of said lot. All lots must have a combined side yard setback of at least 20 feet and be no closer than 20 feet to the rear lot line. No side yard shall be less than 8 feet. Corner lots shall have a setback from the side street line of not less than 50% of the required setback for front yards. 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.

3. All utilities, including telephone, electric and television cables other than for temporary service during construction shall be underground. The City of Springfield reserves the right to install overhead electric service on the perimeter of the subdivision.

4. Each dwelling shall be connected to public sewer.

5. All sump pumps must discharge into drainage swales, or if provided by

the developer, into the drainage tile at the rear of the lots. **At no time shall the owner or owner's contractor alter the drainage swales in any way.**

6. No building, including detached structures temporary or permanent, shall be erected, driveway constructed, swimming pool installed, or transformers and distribution pedestals for main lines and house leader installed, or any of the 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 ACC 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. 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 400 feet in any direction without the approval of the ACC. 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, solar panels, or television antennas may be installed. Satellite dishes may be installed according to the following guidelines: Dishes may not be larger than 24" in diameter (e.g. DISH, DirecTV type), must be mounted on the ground, must stay within the same side yard setbacks as used for the dwelling on the lot including a minimum 20' from the rear lot line and have minimal landscaping around them. No fence or wall shall be erected, placed or altered without the prior written approval of the ACC. **Six foot privacy fences are strictly prohibited without the prior written approval of the Architectural Control Committee.** It is not intended to prohibit all structures and fences, but merely to control the nature and extent thereof. The Architectural Control Committee is composed of John W. Klemm, Susan C. Klemm, and Stephen J. Klemm. A majority 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 member or members 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 forty-five (45) days after the plans and specifications or plot plans or other requests have been submitted to it, 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 6 of these Protective Covenants). All submissions under this paragraph shall be in writing and submitted to John W. Klemm at 3900 Wood Duck Drive, Suite A, Springfield, IL 62711 or such other place as he may designate from time to time.

7. **At the original sale of each lot, the purchaser is required to pay \$860.00 to the Springfield Metro Sanitary District as a Special Assessment fee.**

8. 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 residence either temporarily or permanently. All front yards and side yards adjacent to a street shall be sodded as soon as possible, weather permitting, after construction is complete, and in any event, not later than six (6) months after construction is complete. Seeding in lieu of sod is permitted for lots that have an underground sprinkler system.

9. No lot owner or occupant shall permit any commercial vehicle, trailer including without limitation, cargo trailer, camper, boat trailers, house trailers, mobile homes, or carryalls to be parked or stored on the lot, in the driveway, or in the street in front of or alongside 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.

10. 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.

11. The owner of any vacant lot shall cut the weeds and maintain the same in a proper condition.

12. 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 on 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.

13. The topography and finished grade elevation of each home site must be consistent with the grade line and elevation of the other home sites in the subdivision. Final determination as to the first floor elevation shall be made by the ACC. AS PART OF THE OVERALL APPROVAL PROCESS, IN ADDITION TO SUBMITTING THE PLAN, THE OWNER/BUILDER MUST COMPLETE AND SIGN A FORM IDENTIFYING THE COLOR OF THE BRICK, SIDING, ROOF AND WINDOWS AND STATE THE ELEVATION OF THE TOP OF THE FOUNDATION FROM THE BACK OF THE CURB. ANY SUBSEQUENT CHANGES TO THE FEATURES AFTER APPROVAL MUST BE SUBMITTED AND APPROVED IN WRITING. ALL PLANS SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL WILL BE RETAINED.

14. Fireplaces placed on the outside wall of residences and extending above the height of the first floor ceiling on a 1 ½ or 2 story home, or above the roof line on a one story home, must be covered in brick or stone unless approved otherwise by the ACC.

15. 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.

16. 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.

17. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

18. 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 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.

19. 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.

20. 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 ACC.

21. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, or shall oil wells,

tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

22. No one shall alter the flood plain as it is shown on the final recorded plat.

23. The ACC shall have the power to reduce side-yard requirements by not more than twenty-five (25%) of the required side 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 ACC.

24. During any construction or alteration required to be approved by the ACC, any member of the ACC, 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 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.

25. The approval of the ACC 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.

26. 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 ACC 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 ACC set forth in Section II, paragraph 19 above.

27. 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. 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.

28. 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.

29. 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.

30. 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.

31. All property owners shall provide a garage for the number of automobiles in use by the residents on the property. 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.

32. The failure of the ACC, 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.

33. No antennas, 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.

34. All lots must use the custom mailboxes as designated by the developer. The lot owner or builder will be responsible for the cost of the mailbox and the installation of the mailbox in the location designated by the developer.

35. The overflow system, detention ponds and drainage pipes on lots 1001, 1002, and 1003 shall be maintained by the developer until such time as this is transferred, at the developer's discretion, to the homeowners' association.

SECTION III

A homeowners association will be formed to maintain the common areas,

including open areas, ponds, and entrance islands, custom mailboxes, subdivision signage and any common lighting used in the subdivision. The ownership and maintenance of all common areas shall be transferred to the homeowners association at a time determined by the developer and after inspection and verification of proper construction by the city engineer. The homeowners association shall exist in perpetuity.

Membership in the Association is mandatory for each lot occupied by a residential unit and each lot owner shall have one (1) vote. A 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 from the due date, the board may file a lien against the real estate and bring suit to enforce collection. Until the developer no longer owns 51% of the lots in the subdivision, the Architectural Control Committee shall serve as the board. Thereafter, the homeowners' association shall be formed. The original Architectural Control Committee shall remain in force until such time as the developer chooses to transfer the committee's responsibilities to the homeowners' association. The developer may modify these covenants for a period not to exceed ten (10) years from date these covenants are recorded in Sangamon County.

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, notwithstanding the above stated provision regarding the Developers' ability to modify the covenants for ten (10) years, after which time, said covenants shall be automatically extended for successive periods of ten 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 22 and all of Section III, which shall run in perpetuity.

SECTION V

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 VI

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 VII

IN WITNESS WHEREOF, Piper Glen Development Corp. has caused its name to be affixed hereto this 30 day of September, 2007.

PIPER GLEN DEVELOPMENT CORP.

Return to: & Prepared By
Piper Glen Development
3900 Wood Duck Dr.
Suite A
SPFLD, IL 62711

BY John Klemm