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DECLARATION OF RESTRICTIONS AND  
PROTECTIVE COVENANTS  
FOR WATERFORD PLACE

00-35371  
01-8-00

KNOW ALL MEN BY THESE PRESENTS:

That Waterford Place Development Corporation, 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 the 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 declares 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 (hereinafter "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 its more particularly described as follows:

Lots 1 through 9 of Waterford Place, Springfield, Sangamon  
County, Illinois.

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. **USE.** 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. **MINIMUM.** Each residence shall contain, exclusive of basement, open porches and garages, a ground floor area of not less than 3000 square feet for a one story dwelling, or a ground floor area of not less than 1500 square feet and a total of not less than 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 unless otherwise approved by the **Architectural Control Committee (the "Committee")**.
3. **APPROVALS.** No building, construction, alteration, or addition of or to any structure, building, fence, wall, road, driveway or any improvement of any nature shall be made without written approval of the Committee as to plans and specifications showing the size, location, materials, nature, shape, harmony of exterior design with other structures, and finished grade elevation. As a

prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications including a plot plan must be submitted to the Committee. Such building plans must include the following:

- (1) All floor plans.
- (2) Exterior elevations of all sides of the residence.
- (3) Finish floor elevation of all floor levels and information regarding existing and new topography around residence.
- (4) Building sections indicating construction methods utilized on sloping sites.
- (5) Drainage plans.
- (6) Driveway configurations.
- (7) Samples of exterior building materials (roofing, masonry, brick, stone, paving, etc.).
- (8) Construction start date.

It is the intent that all homes be constructed in such a manner as to be an asset to the Property. Upon receiving approval, construction shall commence within the time designated as the start date and be prosecuted to completion in conformity with such plans. The Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations. The Committee shall be entitled to stop any construction in violation of these restrictions. Any member of the Committee or its representative shall have the right during reasonable hours to enter upon construction or building site and to

inspect any improvements thereon, for the purpose of ascertaining whether or not the architectural regulations set forth in Paragraph 2 hereinabove have been or are being complied with, and if necessary, for the purpose of remedying and correcting any breach of the architectural regulations. Such person or persons shall not be deemed guilty of trespass by reason of such entry or by reason of remedying or correcting any such breach of the architectural regulations. No alterations, repairs, excavations, fences, awning, patio cover, swimming pool, light pole or fixture, mailbox, landscaping or other work which in any way alters the exterior of the lot or the improvements located thereon shall be commenced, made or done on such property without the prior written approval of the Committee.

4. **SURFACES.** All driveways shall be paved with textured concrete, or blacktop, or brick/stone their entire length.
5. **SET BACKS.** No residential unit, including attached porches, breezeways and garages, shall be erected on any lot nearer to the lot lines of said lot than as follows: (a) Lot 1 shall have a minimum 30 foot set back line, side yard set backs a total of 15 feet with neither side less than 5 feet, no closer than 20 feet from the rear lot line and (b) Lots 2 through 9 will have a minimum 30 foot setback line, no closer than 10 feet to either side of the lot line, no closer than 20 feet from the rear lot line. 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. For the purpose of

determining compliance with the foregoing building line requirements, porches, wing-walls, eaves and steps extended beyond the outside wall of a structure shall not be considered as a part thereof. However, this provision shall not be construed to authorize or permit encroachment upon any easements or rights-of-way. Set-back lines are not intended to engender uniformity of set-backs, and buildings may be staggered where appropriate. Set-back provisions herein prescribed or shown on the plat may be altered by the Committee whenever, in its sole discretion, the topography or configuration of any building on said property will so require. The location of all residences is subject to the approval of the Committee. Elevations shall be determined by the Developer or the Committee.

6. **UTILITIES.** All utilities, including telephone, electric and television cables other than for temporary service during construction shall be underground. Each dwelling shall be connected to a public sewer.
7. **ELEVATIONS.** 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 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. 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, satellite dishes or solar panels may be installed.

8. **EXTERIORS.** In an attempt to obtain harmonious exterior appearances, no dwelling may use the same exterior design or color scheme as any other dwelling. Further, each lot owner shall submit the exterior colors and materials to the Committee for written approval. All exterior colors shall be predominately "earthtones". Large expansions of bright contrasting colors shall not be permitted. Except for gutters, soffits, windows and doors, all exterior materials shall be natural, such as wood or stone. Sixty percent (60%) of the exterior material of each residence shall be brick or stone masonry. Lesser percentages may be approved by the Committee. All foundations shall be constructed of reinforced concrete. No more than six (6) inches of such reinforced concrete or concrete block foundation wall surface shall be exposed.
9. **ARCHITECTURAL.** The Committee is comprised of Thomas W. Kelty and Travis J. Kelty. 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 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. All submissions under these covenants shall be in

writing and submitted to Travis J. Kelty at 450 North Street, P.O. Box 7314, Springfield, Illinois 62704, or such other place as he may designate from time to time.

10. **ROOFING.** Each owner shall install roofing materials as approved in writing by the Committee, to insure harmony of roof textures, materials and color throughout the property. Wood shakes, wood shingles, slate, clay tile and concrete shall be approved materials; however, the Committee may approve other materials (at the sole discretion of the Committee) believed to be in keeping with the intent hereof. Asphalt and fiberglass shingles shall not be permitted.
11. **IRRIGATION.** Each Owner of lots 1 through 9 shall install and maintain an irrigation system (lawn sprinklers) for their lot.
12. **TIME.** All construction must be diligently pursued to completion within a reasonable period but in no case to exceed one (1) year from date of closing of the purchase of the lot. 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 once the residence is 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.
13. **VEHICLES.** No lot owner or occupant shall permit any commercial vehicle or any trailer, including but not limited to, 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 or trailer owned by such owner or occupant or used by him in his business in the garage on the premises.

14. **NO BUSINESS.** 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.
15. **WEEDS.** While waiting to commence construction, the owner of any vacant lot shall cut the weeds and maintain the same in a proper condition.
16. **EASEMENTS.** 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. All utility boxes must be landscaped by the lot owner so as not to be visible from the street.

17. **FINAL GRADE.** The topography and finished grade elevation of each homesite must be consistent 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 Committee.
18. **NOXIOUS ACTIVITY.** 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.
19. **SIGNS.** No sign of any kind shall be displayed to the public view on any building site except one professional 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.
20. **FENCES.** No fences or decorative walls shall be constructed without Committee approval. Fences must be of a wrought iron-type material or as approved by the Committee. No privacy fences shall be permitted and no fences shall be constructed other than in the rear yard.
21. **NO ANIMALS.** 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.

22. **RUBBISH.** 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.
23. **TREES.** 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 Committee. All construction must be done so as to avoid trees that are designated to be avoided. Plans for landscaping shall include retaining area around trees where designated by the Committee.
24. **FLOOD PLAIN.** No one shall alter the flood plain as it is shown on the final recorded plat. Lot owners shall observe the restrictions imposed by the conservation easement across the rear of lots 1, 2, 3, 4, 5 and 6. Lot owners shall provide erosion control such as silt fences or other such measures to prevent erosion into the floodplain until adequate ground cover is established.
25. **WAIVER.** The approval of the 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 Committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for any 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. **BOUNDARY LINES.** 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 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.
27. **DEBRIS.** 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 and Sunday or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning of debris shall take place 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 \$10.00 per day for violation, if any, occurring after notice is given of any prior violation.

28. **SOIL.** 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.
29. **SIGHT LINES.** 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 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.
30. **NO WAIVER.** The failure of the 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.

### SECTION III

A homeowners association will be formed to maintain (i) the custom street lights (if the City of Springfield determines that it will not maintain the lights); (ii) the entrance structures and common area landscaping; (iii) the fence (if permitted by the City) along Lawrence Street; (iv) the Lawrence Street landscaping and lighting; and (v) the detention area.

Membership in the Association is mandatory and each lot owner shall have one (1) vote. A three-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 Committee shall serve as the board. The Committee shall remain as stated herein until construction on all nine lots has been completed. Thereafter, the three-member board shall also serve as the Committee.

### 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 24 and all of Section III, which shall run in perpetuity. These covenants apply to Lots 1 through 9 of Waterford Place.

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 damages.

SECTION VI

Neither the members of the Board nor the officers shall be liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers, except for any acts and omissions found by a court to constitute willful misconduct in the performance of their duty.

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.

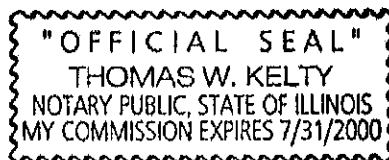
IN WITNESS WHEREOF, Waterford Place Development Corporation has caused its name to be affixed hereto this 30<sup>th</sup> day of MAY, 2000.

WATERFORD PLACE DEVELOPMENT CORPORATION

By: Thomas W. Kelty  
President

Attest:

Thomas W. Kelty



2000R35371

09-08-2000 12:00 PM

SANGAMON COUNTY  
ILLINOIS

59.00  
15 PATTY

MARY ANN LAMM  
SANGAMON COUNTY RECORDER

Ret: Martin Engineering  
3100 Montvale  
Spfld Ill 62704

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