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SANGAMON COUNTY
ILLINOIS

95-40431

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Mary Ann Sammel
RECORDER

**PROTECTIVE COVENANTS
FOR
EAGLE CREST COURT**

KNOW ALL MEN BY THESE PRESENTS:

That Eagle Watch, Inc., being the developer of the land described in Section I of this declaration and being desirous of subjecting said property to the restriction, 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 described as follows:

Part of Lot #297, Panther Creek Subdivision, First Addition, Springfield, Illinois, more particularly described as follows:

Beginning at the Easterly corner of said Lot 297, thence Southwesterly along the Northerly right of way line of Panther Creek Drive 217.00 feet to the point of curve of a curve to the right of radius of 795.00 feet; thence Southwesterly on said curve for a chord distance of 224.45 feet, said chord deflecting to the right 8 -06'-

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55"; thence deflecting to the right from said describe chord 88 -48'-05", 410.26 feet; thence deflecting to the right 90 -00'-00", 131.44 feet; thence deflecting to the left 14 -55'-00", 160.00 feet; thence deflecting to the right 29- 30'-00", 250.00 feet; thence deflecting to the right 111 -00'-00", 195.00 feet; thence deflecting to the left 42 -30'-00", 210.00 feet to the Point of Beginning, containing 4.365 acres, more or less, as recorded in the Record of Deeds, 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 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 duplex family residence. There shall not exist on any lot at any time more than one duplex family residence.
2. No residence shall contain a ground floor area of not less than 1,800 square feet for a one story dwelling, or a ground floor area of 1,200 square feet and a total of 2,400 square feet for a dwelling of more than one story, exclusive of basement,

and plot plan showing the location of such improvements or structure on the lot and their landscaping design have been approved by the Architectural Control Committee as to quality or 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.

7. No satellite dishes (exceeding 18" in diameter), 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. Satellite dishes 18" or less are permitted provided it is not viewable from the subdivision street or golf course.
8. No above ground swimming pools or solar panels may be installed. 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 golf course or lake, no structure, fence, wall or planting 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 golf course and lake to all owners of lots bordering upon the golf course and lake, it is not intended to prohibit all structures, fences, and planting, but merely to control the nature and extent thereof.
9. The Architectural Control Committee is composed of Julie Davis, Michael F. Ryan and Thomas Frost. 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. 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 shall be made to Thomas Frost at 901 Clocktower Drive, Springfield, Illinois or such other place as he may designate from time to time.

10. 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

open porches and garages. Developer reserves the right to declare a finished walk-out lower level a second story. Each garage must at a minimum provide for at least two cars and must be attached to the dwelling unless otherwise approved by the Architectural Control Committee.

3. No residence, including attached porches, breezeways and garages, shall be erected on any lot nearer to the front lines of said lot. All lots will have 30 foot setback line and 15 feet total setback to either side of the lot line with no less than 5 feet per side (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). Developer reserves the right to install a sign on the South East Corner of Lot 1 and the North East corner of Lot 8. Each residence 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 on lots 3 and 6 and those 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. Each residence shall be connected to public sewer.
6. No building, including detached structures temporary or permanent, shall be erected, driveway constructed, swimming pool installed, 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

building site at any time as a residence either temporarily or permanently.

11. 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 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.
12. 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.
13. The owner of any vacant lot shall cut the weeds and maintain the same in a proper condition. Landscaping following construction of all residences shall be of materials and quantity consistent with the appearance of the individual residence and of the neighboring residences and shall be approved by the Architectural Control Committee at the same time as building plans are presented under paragraph 6 above.
14. 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.

15. The topography and finished grade elevation of each duplex site 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 Architectural Control Committee.
16. 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.
17. 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, or 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.
18. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.
19. 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.
20. 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.
 21. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon 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 plan as it is shown on the final recorded plot.
 23. 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 of the applicable 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 Architectural Control Committee.
 24. 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.

25. 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, except brick color, where no two (2) brick of the same or similar color will be allowed next to each other. 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 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 20 above.

27. All buildings erected on any building site shall be constructed of materials 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. At least fifty (50%) percent of the exterior of all buildings or one hundred (100%) percent of the front of the building, appropriately wrapped (as defined by the Architectural Control Committee) on both sides shall be constructed with brick, the balance finished with a premium grade siding. Shake or simulated shake roofs are encouraged. Mailboxes and post lighting, as chosen by the developer, shall be purchased, installed and maintained by each lot owner. Accessory buildings shall not be erected, constructed or maintained prior to erection or construction of the dwelling. Sidewalks as required by city code shall be constructed by each lot owner. 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 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 violating this covenant individually or through his contractor may be assessed by the subdivider up to \$25 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. The failure of the Architectural Control Committee, any lot 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

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 owners of residences has been recorded, each residence having one vote, agreeing the change said covenants in whole or in part, except for Section II, item 19 which shall run in perpetuity. These covenants apply to Lots 1 through 8 of Eagle Crest.

SECTION IV

All lot owners voluntarily assume all risks of accident or damage to their person or property and that of their family, guests and others upon the premises resulting from activities at and persons utilizing the facilities of Panther Creek Country Club. Each agrees to hold harmless Eagle Watch, Inc., its officers, directors and employees, agents, stockholders and insurers, from any claim, liability or demand of any kind, including their reasonable costs and attorney's fees, 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.

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, Eagle Watch, Inc., has caused its name to be affixed hereto this 26 day of Jul, 1975



Tom Frost
3151 Robbins Road
Spfld IL 62704

EAGLE WATCH, INCORPORATED

BY Julianne Davis
President