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09/21/2006	01:37PM
REC FEE:	18.00
REC REST FEE:	4.00
GIS FEE:	9.00
GIS REST FEE:	1.00
RHSP FEE:	10.00
TOTAL:	\$42.00
PAGES:	7

DIANA

MARY ANN LAMM
SANGAMON COUNTY RECORDER

RECORDING OF THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF BOMKE ACRES SUBDIVISION

Prepared by: **Jenifer Bridgewater**

Return to: **Jenifer Bridgewater**
221 N Pittsburg Landing
Springfield, IL 62711

DECLARATION OF COVENANTS AND RESTRICTIONS
OF BOMKE ACRES SUBDIVISION

THIS DECLARATION made this 18th day of September, 2006, by Jenifer Bridgewater, Craig Stephens, Brad Stephens and Eric Stephens, hereinafter sometimes referred to as the "Declarant".

WITNESSETH:

A. Declarant is the owner in fee simple title of the real estate located in Sangamon County, Illinois, more particularly described as follows:

Lots Numbered One (1) through Four (4) inclusive as shown on the recorded Plat of Bomke Acres Subdivision recorded as Document Number # 2006R25519 in Office of the Recorder of Sangamon County Illinois; and

B. The real estate referenced in Recital A above is hereinafter referred to as the "Property"; and

Declarant, by execution of this Declaration, states that all homesites which are part of the Property shall be conveyed subject to the terms and conditions of this Declaration which shall run with the land and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. **DEFINITIONS.** The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

- A. "Plat" means the plat of the Property prepared by Greene & Bradford Engineers recorded July 7, 2006 as Document Number #2006R25519 in the Office of the Recorder of Sangamon County, Illinois.
- B. "Homesite" means any plot of ground designated as a lot upon the recorded Plat of the Property. When Homesite is used, it shall be deemed to include the lot and the dwelling unit, if any, located thereon.
- C. "Owner" means any person, firm, corporation, partnership, association, trust, Limited Liability Company or other legal entity or any combination thereof which owns the fee simple title to a Homesite.
- D. "Dwelling Unit" means the structure used as a residential living unit located upon a Homesite, including the garage and any appurtenances.

2. **DECLARATION.** Declarant hereby expressly declares that the Property shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

3. **DESCRIPTION OF THE PROPERTY.** The Property consists of four (4) Homesites Numbered 1 through 4 inclusive. The sites of the Homesites are designated on the Plat.

4. **LAND AND USE AND BUILDING TYPE.**

- A. **Lots Restricted to Private Residential Use.** All Homesites or lots in said Subdivision are restricted to private residences and shall not be improved, used or occupied for other than private one family residence purposes, except that if a person(s) owns more than one (1) lot in said Subdivision, nothing contained herein shall require that person(s) to place a residence on the second or other Homesite.

- B. Building Location.** No building shall be erected nor located on any lot nearer to the right of way line than the minimum building setback lines as shown on the recorded Plat. The indicated setbacks on the Plat may need to be increased to account for fire flow requirements. In addition, the Dwelling Unit shall be located to allow for adequate private sewage system needs. For purposes of this section, eaves, steps and open porches shall not be considered as a part of the structure. All dwellings are to be staked by a registered land surveyor prior to the start of construction. Declarant reserves the right to approve the site plan prior to the home staking.
- C. Private Sewage Systems:** Due to the unavailability of a sanitary sewer system, the Homeowner shall install an approved private sewage system. Based on the soil survey of the Subdivision, the Sangamon County Public Health Department (SCPHD) has determined the following: Lots 1 and 2 can install conventional septic tank with lateral systems; Lot 3 will require an alternate system with no discharge adhering to the Illinois Private Sewage Code and approved by the SCPHD; and Lot 4 may require additional cover material to be placed for the lateral system to have adequate vertical separation from the groundwater.
- D. Completion Date.** Construction of a dwelling shall begin within a period of two (2) years from the date on which a Homesite is conveyed by the Declarant to the purchaser thereof, unless such two (2) year period is extended by a written instrument duly executed by the Declarant. During the period before construction, following conveyance by Declarant and during the period prior to construction, the Homesite/lot shall be mowed and maintained by the Homesite owner. Construction of a dwelling shall be by a duly licensed contractor(s) or by the lot Owner(s). Construction of any dwelling shall be completed within one (1) year from the date of beginning, or thereafter be completely removed, unless a waiver from the required completion date shall have been approved in writing by the Declarant. Residency in any dwelling shall not be permitted until the exterior of the dwelling has been One Hundred (100%) percent completed.
- E. Single Family Dwelling.** No Dwelling Unit shall be erected, altered, placed or permitted to remain on any Homesite other than one (1) single family dwelling not to exceed Two and One-half (2½) stories in height and attached connected garage of sufficient size to house at least two (2) vehicles, but not to exceed space for four (4) vehicles unless otherwise approved, in writing, by the Declarant.
- F. Dwelling Unit Size.** No Dwelling Unit shall be permitted on any Homesite with a living floor area of the main structure, exclusive of porches, whether one or two story or whether screened or not, basements, walk out basements and lower level and garages, of less than the following number of square feet for the following types of Dwelling Units. The minimum square footage for Dwelling Units on the Property shall be if a single story dwelling, then no less than 1,400 square feet; or a two story dwelling, no less than 2,000 square feet.

Exceptions may be made to this Section E only if the Declarant unanimously approves them in writing. When a multi-level, one and one half story dwelling, is being constructed, walk out lower level finished living areas can be used to partially attain square footage requirements, up to 200 square feet can be allocated towards achieving the square footage requirements, subject to review and approval, in writing, by the Declarant.

- G. Materials.** All buildings shall be constructed of new materials only. Structures with cement block exteriors, including structures with cement block foundations above grade, shall be prohibited, unless expressly approved in writing by the Declarant. Roll roofing is expressly prohibited. The exterior siding material of all structures shall be aluminum, vinyl and brick, vinyl and stone, redwood or cedar lap; no vertical Masonite nor metal siding is permitted. The roof pitch of all residences shall be in compliance with the requirements of the Sangamon County, Illinois building code and shall maintain a minimum of a one (1) foot overhang. Prior to construction and installation, the Declarant must approve, in writing, any solar panel installation and the location of said installation. All sides of dwelling units shall have at least one (1) window unless the Declarant grants an exception to this requirement in writing.
- H. Home Occupations.** No Homesite shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows, may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said residence, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) No sign nor display that will

indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) No commodity is sold upon the Homesite; (c) No person is employed other than a member of the immediate family residing in the Homesite; and (d) No mechanical or electrical equipment is used, provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation without the Declarant's prior written consent.

5. **APPROVAL BY DECLARANT.** No building or other structure shall be erected, constructed, placed, maintained or altered on any Homesite in this Subdivision until the building plans (including floor plans, external design, location with respect to lot lines, topography and finished grade elevations), specifications and site plan showing the location of such building, have been approved in writing by the Declarant. No structure of any kind which does not fully comply with the approved plans shall be erected, constructed, placed or maintained upon any lot and no changes or deviations in or from such plans as approved shall be made without the Declarant's prior written consent.
6. **LIABILITY OF DECLARANT.** Neither the Declarant nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence or non-feasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any structure erected according to such plans or any drainage, well or septic system problems resulting therefrom. Every person and entity which submits plans to the Committee agrees, by submission of such plans, that the party making the submissions will not bring any action or suit against the Declarant or either of them to recover any damages. Neither the submission of any complete set of plans to the Declarant for review shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent lot owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.
7. **EASEMENTS.** There are strips of ground variable in width, as shown on this Plat, and marked "Easement", reserved for use as roads, or for maintenance/creation of recreational/drainage easements, or signage and landscape easements, and for the use of public utilities for the installation of water mains, poles, ducts, lines and wires and overland drainage flows, subject at all times & for the benefit of the proper regulatory authorities, the Declarant, and to the easement herein reserved. The Declarant maintains the right to mow any easement area as needed (at the expense of the lot owner) if the lot owner fails to properly maintain the area.
8. **PERIMETER FENCING.** The only perimeter fencing permitted shall be a rear or side yard split rail, chain link, or a privacy fence. This paragraph is not to be construed to prohibit the planting or maintenance of hedges, shrubbery or trees.
9. **NUISANCES.** No noxious or offensive activity shall be carried on upon any Homesite, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood.
10. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding of any type or nature shall be used on any lot at any time as a residence, temporarily or permanently. This covenant, however, shall not be construed to prohibit a construction trailer or the erection of a temporary field office by the Declarant or by a building contractor used during construction of a residential dwelling. Semi-Tractor and trailer, school buses, modular homes, mobile homes, and house trailers are prohibited from being parked at any time on any lot.
11. **DETACHED BUILDINGS.** The construction and placement of not more than two (2) detached storage or pet shelter structures to be used for the storage of lawn tools, toys, swimming pool apparatus, or any other personal property or for the shelter of pets must be of a quality construction and must be maintained in attractive and neat appearance and blend with the established home. The placement and construction of the detached structures are to be submitted to the Declarant. The Declarant shall have the authority to approve or disapprove the placement and construction of detached storage structures, and once approved and erected, the Declarant shall have the authority to require protective screening around any detached structure.

12. **DRIVEWAYS AND SIDEWALKS.** All driveways are to be a minimum of twelve (12) feet wide and must be constructed of asphalt, brick, concrete or rock. No cinder driveways shall be permitted. The builder or lot owner shall construct a four (4) feet wide and at least four (4") inches thick concrete sidewalk of the Homesite, along the entire frontage of Riddle Hill Road. In lieu of installing a sidewalk at the time of residential construction, the Declarant or lot owner shall provide a surety (such as, bond or bank letter of credit) for the amount of the costs of materials and labor for the sidewalks. The surety shall be valid for the period at the time of property acquisition to the time designated by the Declarant that the sidewalks be installed.
13. **ANIMALS, LIVESTOCK AND POULTRY.** 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 kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner.
14. **DEBRIS, GARBAGE AND REFUSE DISPOSAL.** No lot, or contiguous lot during the construction period, shall be used or maintained as a dumping ground for rubbish or brush. Trash, garbage, or other waste shall not be kept except in sanitary containers. During the construction period for any house, the builder or lot owner shall place a construction dumpster on each Homesite or available for use by each Homesite for the disposal of trash. No lot shall be used for the storage of old lumber, cars, materials or debris including grass clippings. All vacant lots shall have the weeds and brush mowed so foliage does not exceed one (1) foot in height.
15. **FUEL STORAGE TANKS.** Fuel storage tanks are not allowed.
16. **LOT DIVISION.** There shall be no subdivision or sale of any lot by a homeowner for the purpose of building an additional dwelling.
17. **UTILITIES AND TELEVISION ANTENNAS.** All public utility services, either in the streets or on any lots, including but not limited to gas, telephone service, and cable television, shall be located underground, and shall not be visible. Electric service will be as designated by Ameren CILCO. No outside above-ground television, A.M., F.M., or short wave radio antennas of any type, shall be erected or maintained on any lots or structures in this subdivision. Each lot owner may, however, have on his Homesite no more than one (1) satellite dish for electronic signal reception. No satellite dish may be placed in the front yard of a lot.
18. **SWALES AND DITCHES.** Roadside standard ditches, or swales, if any, whether adjacent to roads or along or near property lines for drainage purposes shall be constructed in accordance with Sangamon County, Illinois specifications adopted by the County Board and in effect at the time of said construction, and such ditches or swales shall not be filled in. Where required by the Township Highway Commissioner or Declarant, culverts shall be installed and maintained and kept clear by the homeowner on the Homesite where such culverts are installed, so as to allow the free flow of surface water.
19. **WAIVER OR AMENDMENT OF COVENANTS.** It is expressly provided that the Declarant, its successors, or assigns, shall have the exclusive right for a period of five (5) years from the date of recording of this Plat to amend any or all of the restrictions or covenants herein contained. Such amendment shall be evidenced by the recording of a written amendment signed and notarized and shall become there upon immediately effective.
20. **DURATION OF COVENANTS.** These Covenants and Restrictions are to run with the land and shall be binding on all parties and persons claiming' under them until a date agreed upon by the Declarant.
21. **SEPARABILITY OF COVENANTS.** Invalidation of anyone of the covenants or restrictions by judgment of a Court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of these covenants and restrictions shall remain in full force and effect.
22. **ENFORCEMENT OF COVENANTS.** The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure, is hereby vested in each owner of a

lot in this subdivision. These covenants and restrictions may all be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons vested with the title of any of the lots herein before described, or the Declarant, to proceed either in law or in equity, against such person or persons violating or attempting to violate any such covenants, and to enjoin them from so doing, to recover damages for such violation and to seek all other appropriate relief. In the event that the Declarant should employ counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including reasonable attorneys' fees, shall be paid by the owner of such lot or lots against whom such enforcement action is brought.

DECLARANT:

**Jenifer Bridgewater, Craig Stephens, Brad Stephens and
Eric Stephens**

By Jenifer Bridgewater
Declarant's Designated Representative

STATE OF ILLINOIS)
) SS:
COUNTY OF SANGAMON)

Before me, the undersigned, a Notary Public in and for said County and State, this 18 day of Sept., 2006, Jenifer personally appeared as the Declarant's Designated Representative, and who acknowledged for and on behalf of the said Declarant the execution of the above and foregoing instrument.

WITNESS my hand and Notarial Seal.

Donna Charlton
Notary Public
Residing in Sangamon County, IL

My Commission Expires:

5-4-09

