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MARY ANN LAMM

SANGAMON COUNTY RECORDER

Restrictive Covenants for:

TRACTS 1 through 9 of a division of part of  
Lots 5, 6, and 7 in Caroline Rodgers' Subdivision to  
the Village of Riverton, IL

Prepared by: Prairie Hawk Development

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**Restrictive Covenants for Tracts 1 through 9**  
**of a division of part of Lots 5, 6, and 7 in Caroline Rodgers'**  
**Subdivision to the Village of Riverton, IL**

KNOW ALL MEN BY THESE PRESENT, That we PRAIRIE HAWK DEVELOPMENT, the owners of TRACTS 1 THROUGH 9 of a division of part of Lots 5, 6, and 7 in Caroline Rodgers' Subdivision to the Village of Riverton, IL as shown in a plat of survey dated January 11, 2007 by Darren E. Forgy, IPLS No. 3637 and filed as document no. 2007R03704 in the Recorders Office of Sangamon County, Illinois, do hereby declare that the following restrictions and protective covenants shall apply to all of tracts 1 through 9:

DESCRIPTION: A division of part of Lots 5, 6, & 7 of Caroline Rodgers' Subdivision to the Village of Riverton, IL as shown on a Tract Survey filed as document no. 2007R03704 in the Recorders Office of Sangamon County, Illinois

LAND USE AND BUILDING TYPE. Said tracts 1 through 9 are designated as residential tracts and no structure shall be erected thereon other than for single-family residential dwellings with one residence per tract.

The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,600 square feet for a one-story dwelling, excluding square footage in the basement. For a one and one-half or two-story dwelling, the ground floor area, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet.

Basement homes, even of a temporary nature are expressly prohibited and all plans for "underground or below ground" homes must be approved by the Architectural Control Committee as herein established.

Mobile or modular homes are expressly prohibited.

No tract shall be resubdivided except as to be divided between two adjoining tracts or lots and only with the approval of the Architectural Control Committee.

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.

All construction must be diligently pursued to completion within six (6) months of the commencement of said construction. No building shall be occupied for living purposes which is not functionally complete throughout and which is not complete in detail to the exterior, nor shall any building materials, paint or building equipment be exposed to the public view.

ARCHITECTURAL CONTROL. No building or structure shall be erected, placed or altered on any of said tracts 1 through 9 until construction plans and specifications, and a plan showing the

location of said building have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony with external design of existing building, and as to location with respect to topography and finished grade elevation.

**FENCES.** No fence shall be located along any roadway outside the building setback line unless similarly approved. Fences shall be board fence types and no chain-link, woven wire or barbed wire fencing is allowed.

**FOOTINGS, FOUNDATIONS, MATERIALS.** All footings and foundations shall be solid concrete masonry and shall be continuous. Only new materials shall be used for building exterior walls and those shall consist of first-class building materials.

**SEPARATE GARAGES, OUT BUILDINGS, ETC.** All separate out buildings shall be fully enclosed and constructed of new material. Any out building with a floor square footage of 100 square feet or greater shall have a permanent concrete floor.

**BUILDING SETBACK.** No structure shall be built nearer than 30 feet from the tract boundary line abutting any roadway nor 10 feet from side or rear tract boundary line.

**NUISANCES.** No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood and subdivision.

**LIVESTOCK AND ANIMALS.** No commercial animals, livestock, or poultry of any kind shall be raised, bred or kept on any tract. Dogs, cats, or other household pets may be kept provided they are not bred, kept or maintained for any commercial purposes. No dogs shall be kept on any tract until such tract is improved with a habitable dwelling.

**TEMPORARY STRUCTURES.** There shall not be used as a residence, either temporarily or permanently, upon any tract, a trailer, basement, tent house, shack, or garage, nor shall there be permitted on any tract or part thereof, any residence whatsoever of a temporary nature, and no residence shall be occupied until completely finished on the outside.

**UNLICENSED VEHICLES.** No unlicensed vehicle can be stored on any tract, unless stored in an enclosed garage or storage building.

**TRASH AND GARBAGE.** No tract shall be used or maintained as a dumping ground for rubbish, trash garbage or other waste matter. Rubbish, trash, garbage or other waste matter shall not be kept except in sanitary containers. All equipment for the storage or disposal of such waste matter must be kept in a clean and sanitary condition.

**DRIVEWAYS.** Driveways onto Seventh Street will not be allowed. All private driveways shall be constructed with a concrete or asphalt surface over its entire length and width from the edge of the street pavement within the public street to the point of termination of such driveway. A minimum size 12 inch steel or concrete pipe culvert shall be installed within the ditch line at each driveway entrance.

**ROAD DITCHES.** Road ditches must be returned to original shape and depth the entire length of each tract by each owner after construction is complete.

**ROOFLINE.** All rooflines must be of at least a 5/12 pitch.

**UTILITIES.** All utilities, including telephone, electric and cable television, other than for temporary service during construction, shall be underground. No satellite dishes shall be erected in public view from the front of the residence.

**DRAINAGE.** No tract or any other portion of the property shall be graded, and no changes in elevation of any portion of the property shall be made which would adversely affect an adjacent property, without the consent of the Architectural Control Committee. The topography and finished grade elevation of each home site must be consistent and complimentary with the grade line and elevation of the other home sites in the subdivision.

All existing drainage swales and ditches must be maintained in a good manner so as not to cause any erosion thereof. They must be kept open and free as to allow for the natural flow of water, and be kept in compliance with any Village, County, State, or Federal laws, rules and regulations.

**TREES.** No living tree larger than six inches in diameter may be removed without approval of the Architectural Control Committee. Unauthorized tree cuttings shall be replaced by the tract owner by a tree of the same diameter, species and variety, or by a number of saplings of the same species and variety, each having a minimum diameter of two inches with the sum of the inch-diameters of saplings equaling the inch diameter of the tree to be replaced.

**COMMITTEE MEMBERSHIP.** The Architectural Control Committee is composed of JEFF BALL, DARREN FORGY, and LISA KRAMER. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Following the initial sale of all nine tracts, the then record owners of a majority of the tracts shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

**SEVRABILITY.** Invalidation of any one of these restrictions or covenants by judgment of or order of a court of competent jurisdiction shall in no way affect any of the other restrictions or covenants, which shall remain in full force and effect.

**ENFORCEMENT.** Enforcement shall be by proceedings at law or equity against any and all persons violating or attempting to violate any restrictions or covenants either to restrain such a violation, or to recover damages therefore, or both, and may be instituted by the developer or any other tract owner or owners in said subdivision, and all costs and attorney's fees shall be recovered against the person or persons violating these restrictions and said recovery shall be

considered a lien against the property owned by the person or persons violating the restrictions and covenants contained herein.

The owners and developers and the Architectural Control Committee shall not be in any way responsible or liable for any loss or damage caused by any act of man or nature, 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 owners, developers, and the Architectural Control Committee.

The failure of the Architectural Control Committee or any building site owner 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.

The enforcement of these provision can be made by the Architectural Control Committee or any of the owners of the property in the subdivision; and that the relief sought is enforcement and if appropriate, monetary damages. Reasonable attorney's fees can be charged to an offender in the event that the Architectural Control Committee or an owner within the subdivision prevails in the enforcement of these covenants.

These covenants shall be binding upon all parties and all persons claiming through or under them of a period of twenty-five (25) years from the date these covenants are filed for record, after which time such covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by owners representing a majority of the Tracts has been filed for record agreeing to change such covenants in whole or in part.

Joak Kramm

Owner

Dan E. J.

Owner

J. T. Ball

Owner

Subscribed and sworn before me this 8th day of February, 2007.

Kimberly A. Boente  
Notary Public

