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REC FEE 28.00

GIS FEE 18.00

RHSP FEE 9.00

TOTAL: 55.00

PAGES: 11 DIANE

JOSHUA A LANGFELDER
SANGAMON COUNTY RECORDER

Amended covenants & restrictions for Spartan Estates.
(original covenants & restrictions 2016R32009)

PREPARED by Joshua Kruse

RETURN to 3701 W. WABASH
Springfield, IL 62711

PROTECTIVE COVENANTS FOR SPARTAN ESTATES DEVELOPMENT FIRST ADDITION

The Spartan Estates Development (the "Developer") 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:

PARCEL 1:

The West 51.66 acres, more or less, of the northeast fractional quarter of section 5, township 14 north, range 5 west of the third principal meridian, situated in Sangamon County, Illinois.

Containing 51.660 acres, more or less plated, 52.300 acres, more or less measured.

TAX ID = 29-05-200-001

PARCEL 2:

The Northwest fractional quarter of section 5, township 14 north, range 5 west of the third principal meridian, excepting the west 51.66 acres thereof.

Also, excepting the following described tract of land, to-wit: beginning at the northeast corner of said 51.66 acres tract and running thence east along said section line 496.83 feet to a fence as now located, thence south along said fence 600 feet, thence west 487.41 feet to a fence as now located and thence acres, more or less, situated in Sangamon County, Illinois.

Containing 97.76 acres, more or less plated, 98.389 acres, more or less measured.

TAX ID= 29-05-200-003

Said real estate shall hereinafter be referred to as "Spartan Estates".

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 that might 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, Spartan Estates Development is hereby subject to the following conditions, restrictions, covenants, reservations, and charges, to wit:

1. Each improved lot must have a dwelling. There shall be only single-family residences and duplexes, and each residence shall comply with the following architectural standards:

A. Floor Area: Each single-family residence shall contain, exclusive of basement, open porches and garages, a ground floor area of not less than:

- i. One-story homes shall have a minimum of 1,600 square feet;
- ii. One and one-half story homes shall have a minimum of 2,000 square feet; and
- iii. Two-story homes shall have a minimum of 2,000 square feet.
- iv. Duplex first floor shall have a minimum of 1500 square feet
- v. Lot specifications on Lots 13, 14, 18, 19, 25, 27, 33, 37, & 40 are minimum 1,800 sq. ft for One-story, & 2,000 sq. ft. for Two-story.

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").

B. Garages: Each residence shall have an attached garage that is designed to shelter at least two cars, unless otherwise approved in writing by the ACC. 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.

C. Building Exterior: Aluminum siding or concrete board may not be installed on the front of the residence without prior written approval by the ACC. Vinyl, vinyl simulated shake siding, and Board & Batten are permitted.

D. Driveways: 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 their entire length with concrete, blacktop or brick.

E. Fencing: 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 ACC. Wood fences are strictly prohibited without the prior of the ACC. Wrought iron, steel, aluminum and vinyl fences are preferred.

Prior to approval, a site plan showing the location of the proposed fence and the type of fencing to be used must be submitted to the ACC. This restriction is not intended to prohibit all structures and fences, but merely to control the nature and extent thereof.

- F. Basketball Courts: No basketball courts shall be constructed without prior written approval of the ACC.
- G. Swimming Pool: No above-ground swimming pools may be erected and no in-ground swimming pool may be built without prior written approval of the ACC.
- H. Solar Panels/Antennas: No antennas, transmitting or broadcasting equipment, appurtenances thereto, or similar equipment, shall be placed, stored, kept or used upon any lot at any time, whether temporarily or permanently. Satellite dishes may be installed according to the following guidelines: Dishes may not be larger than 24" in diameter (e.g., Dish, Direct TV type, or Direct TV standard), 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, dishes must have minimal landscaping around them. Solar panels are approved. However, the location of the solar panels on the house or lot must be approved by the ACC prior to installation.
- I. Signs: No signs of any kind shall be maintained or displayed on any building site except one sign of not more than one (1) square foot in area, identifying the occupants of the dwelling, one sign of not more than (10) square feet in area advertising the property for sale or lease, and signs used by contractors during the construction of any improvements thereon, or sign advertising or endorsing a candidate for political office; however, such a sign shall be taken down immediately after the election.

2. Any building or buildings, including attached porches, breezeways and garages, shall comply with the following basic yard requirements: (CEE Zoning Ordinance):

R1 Zoned Lots:

- A. Minimum Front Yard: 30 feet
- B. Minimum Side Yard: 10 feet
- C. Minimum Total of Both Side Yards: 20 feet
30 feet for a corner lot
- D. Minimum Rear Yard: 30 feet

R2 Zoned Lots:

- A. Minimum Front Yard: 30 feet
- B. Minimum Side Yard: 8 Feet
- C. Minimum Total of Both Side Yards: 16 Feet/25 Feet for corner lot
- D. Minimum Rear Yard: 25 Feet

Each residential dwelling shall face a subdivision street.

3. All utilities, including telephone, electric and television cables other than for temporary service during construction shall be underground. The Village of Chatham 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, OR STORM SEWER AT THE REAR OF THE LOTS. AT NO TIME SHALL THE OWNER OR OWNER'S CONTRACTOR ALTER THE DRAINAGE SWALES IN ANY WAY. ALL REAR YARD PIPES THAT PICK UP SUMP PUMP DISCHARGE WILL BE MAINTAINED BY THE HOMEOWNER.

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 the 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 immediately adjacent 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.

7. The ACC is composed of Harold Christofilakos, Catherine Christofilakos-Soler, and Joseph Hubbel. 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 7 of these Protective Covenants). All submissions under this paragraph shall be in writing and submitted to Harold Christofilakos, 2919 South MacArthur, Springfield, IL 62704, or such other place as he may designate from time to time.

9. 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.

10. No lot owner or occupant shall permit any commercial vehicle or trailer (including, but not limited to, a 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 forty-eight (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.

11. 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.

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

13. 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 installations and maintenance of utilities or easements. The easement area of each lot and all 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.

14. 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. The ACC may require or may add a requirement showing erosion control measures on any drawing. The ACC, at its discretion, may also require a silt fence and aggregate entrance during construction. 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 ACC FOR APPROVAL WILL BE RETAINED.

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 spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

17. 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.

18. 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. Spartan Estates shall be served by one waste collection service and recycling service, which shall be approved by the ACC until formation of the Homeowners' Association. Thereafter, the Homeowners' Association shall vote annually on the waste collection service and recycling service.

19. 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.

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

21. The ACC shall have the 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. 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.

22. During any construction or alteration required to be approved by the ACC, any member of the ACC, or any agent of such ACC, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within Spartan and Estates ascertain whether the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

23. 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 ACC of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval all in connection with the same building site or any other building site. Neither the ACC 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 ACC or any member thereof, or the present owner of said real estate.

24. 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.

25. 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 or lot purchaser violating this covenant individually or through his or her contractor may be assessed by the subdivider or Homeowner's Association up to Ten Dollars (\$10) per day for violations occurring after notice is given of any prior violation.

26. 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.

27. 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 from either side of the driveway and a point on the edge of the driveway the driveway toward the building fifteen (15) feet from the street right-of-way line.

28. The failure of the ACC, any building site owner or the present owner of Spartan Estates 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.

29. The developer will be responsible for the cost of the subdivision cluster boxes and the installation of the cluster boxes in the location designated by the Developer.

30. The overflow system, retention ponds and drainage pipes on Lot 1000 and 1001, shall be maintained by the Developer until such time as this is transferred, at the Developer's discretion, to the Homeowners' Association.

31. The pond on Lot 1000 & 1001 shall be maintained by the Developer until such time as this is transferred, at the Developer's discretion, to the Homeowners' Association. Thereafter, the pond on Lot 1002 shall be maintained by the Homeowners' Association.

SECTION III

A homeowners' association (the "Homeowners' Association") will be formed to maintain the common areas, including open areas, and entrance island, custom cluster boxes, subdivision signage, shrubbery located in the back ten (10) feet of lots abutting Woodland Trail, the sediment basin, and any common lighting used in the subdivision. The obligation to maintain the common areas shall be perpetual obligation of the Homeowners' Association, the Developer will maintain the common areas. 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 Village's engineer. The Homeowners' Association shall exist in perpetuity.

Membership in the Homeowners' Association is mandatory for each lot owner and each owner occupied residence shall have one (1) vote. A board shall be elected by the membership as the governing body of the Homeowners' Association. The board shall determine the annual dues amount to be paid by each member and the amount shall be the same for each lot owner or owner occupied residence. If any owner shall fail to pay the annual dues within thirty (30) days after 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 ACC shall serve as the board. Thereafter, the Homeowners' Association shall be formed. The original ACC shall remain in force until such times as the Developer chooses to transfer the ACC's responsibilities to the Homeowners' Association. The Developer may unilaterally modify these covenants for a period not to exceed ten (10) years from date these covenants are recorded in Sangamon County, Illinois, or until such time that the Home Owners Association is formed.

Upon closing on a lot, an initiation fee of One Hundred Twenty Five Dollars (\$125.00) will be assessed. This amount will be placed into a non interest-bearing escrow account at West Central Bank, which account Developer has created solely for the purpose of holding said initiation fee and the Initiation fee from other persons closing on lots in Spartan Estates. The balance of this account will be turned over to the Homeowners' Association upon its formation.

SECTION IV

The Village of Chatham shall be a third party beneficiary of the drainage provisions of these covenants and shall have the right to require the Association to enforce these covenants or the right to enforce the covenants itself against either the Association or an individual property owner within the subdivision with respect to maintenance of drainage swales, retention areas and other drainage improvements located within the subdivision. The Village shall have the right to require the Association or any individual property owner to restore any alterations in any drainage swale, retention area or other drainage improvement and to require the removal of any obstruction to any drainage swale, retention area or other drainage improvement.

SECTION V

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 twenty-five (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 (10) years unless an instrument signed by seventy percent (70%) of the then owners of the building sites has been recorded, each owner occupied residence or lot owner having one vote, agreeing to change said covenant, in whole or in part, except for Section II, Paragraph 21, all of Section III, and all of Section IV, which provisions cannot be changed and shall run in perpetuity.

SECTION VI

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 VII

Invalidation of any one of the 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 VIII

IN WITNESS WHEREOF, Spartan Estates Development, has caused its name to be affixed hereto this 17 day of Sept 2020.

SPARTAN ESTATES DEVELOPMENT

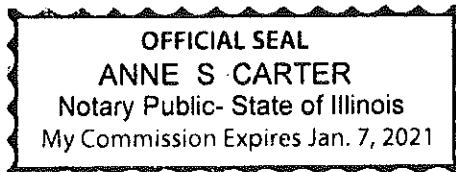
BY: 

HAROLD CHRISTOFILAKOS, PRESIDENT

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, THE UNDERSIGNED, A Notary Public in for the County and State aforesaid, do hereby certify that Harold Christofilakos, as President of Spartan Valley Development, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that, he signed and delivered the foregoing instrument as his free and voluntary act as the free and voluntary act of Spartan Valley Development, for the uses and purposes therein set forth, being duly authorized thereunto.

Given under my hand and notarial seal this 17 day of Sept 2020.




Notary Public