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DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

made this 14<sup>th</sup> day of November, 1983, by Dennis

R. Brand and Virginia L. Brand, hereinafter jointly referred to as "Declarant."

WHEREAS, Declarant is the owner of the following described real estate, to wit:

STERRITT'S RUN

Tracts of land, together containing 32 acres, more or less, being partly in Survey 397, Claim 223, partly in Survey 721, Claim 507, and partly in Fractional Section 14, all in Township 2 South, Range 10 West of the 3rd Principal Meridian, Monroe County, Illinois, being parts of that real property conveyed to Eugene Dannehold and Shirley Dannehold by Instrument recorded in Deed Book 91 on Page 153 in the office of the Recorder of Deeds for Monroe County, and being more particularly described as:

PARCEL 1: Tax Lot 1 in said Survey 397, as shown on Page 128 of Surveyor's Official Plat Record A in the same office, containing 1.23 acres, more or less.

PARCEL 2: That portion of said Survey 721 and of said Fractional Section 14 described as follows:

Beginning at a point in the Southwest line of said Survey 721, said point being the southwest corner of Lot 4 in said Survey 721, as shown on Page 130 in Surveyor's Official Plat Record A in the same office; thence northwestwardly along said southwest line of Survey 721 to its intersection with the southeast line of said Fractional Section 14; thence southwestwardly along said southeast line 440 feet, more or less, to its intersection with the centerline of Moore Road; thence northwestwardly along said centerline to a point 50 feet northwestwardly from said southeast line of Fractional Section 14, as measured at right angles thereto; thence northeastwardly along a line parallel with said southeast line of Fractional Section 14 to its intersection with said southwest line of Survey 721; thence northwestwardly along said southwest line 300 feet, more or less, to the centerline of a creek; thence eastwardly along said centerline of a creek 900 feet, more or less; thence northwardly along a line parallel with the east line of said Tax Lot 4 to its intersection along the north line of said Tax Lot 4; thence eastwardly, along said north line of Tax Lot 4 with its bounds, 600 feet, more or less, to the northeast corner of said Tax Lot 4; thence southwardly along the east line of said Tax Lot 4, to the southeast corner of said Tax Lot 4; and thence westwardly along the south line of said Tax Lot 4, back to the point of beginning, containing 30.77 acres, more or less.

Situated in the County of Monroe, in the State of Illinois,

STATE OF ILLINOIS  
MONROE COUNTY  
FILE # RECORD

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS

143445

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This Amendment to the Declaration of Covenants, Conditions, and Restrictions filed November 14, 1983, (hereinafter referred to as "Declaration") by Dennis R. Brand and Virginia L. Brand (therein and hereinafter jointly referred to as "Declarant"), and recorded in the Office of the Recorder for Monroe County, Illinois, in Deed Book 142, Page 87, is made this 14 day of September, 1986, by the same Declarant.

WHEREAS, Declarant is the owner of more than seventy percent (70%) of the parcels of the real estate known as Sterritt's Run, described fully in the Declaration, and

WHEREAS, in furtherance of the purposes stated in the Declaration, additional easements, conditions, restrictions, reservations and limitations may and should be added thereto.

NOW, THEREFORE, there are hereby imposed upon each parcel and parcel owner and upon the Common Areas in Sterritt's Run the following easements, covenants, conditions, restrictions, reservations, and limitations in addition to those set forth in the Declaration.

1. After the date of recordation of this Amendment, the term "Declaration," whenever used in the Declaration or in this Amendment, shall refer to both the Declaration and this Amendment, taken together as one document.

2. The areas designated in the plat of Sterritt's Run, filed November 14, 1983 in the Office of the Recorder for Monroe County, Illinois, Envelope 142-C, as Common Areas shall not be deemed to be dedicated by the Declaration for use by the general public but shall be deemed to be dedicated to the common use and enjoyment of the homeowners in Sterritt's Run, their families and guests, and to the use and enjoyment of those persons only, in accordance with the provisions of the Declaration.

3. Declarant hereby reserves easements in gross in favor of Dennis R. Brand and Virginia L. Brand, effective until the death of the survivor of them, upon the lake that forms a part of the Common

BOOK 152 PAGE 7-9  
*Dennis R. Brand*

shown for the respective said side lot line on the recorded plat.

c. For the purposes of this covenant, caves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

d. Driveways shall not be constructed nor maintained nearer than five (5) feet from any adjoining lot.

5. BUILDING SIZE, TYPE OF CONSTRUCTION AND QUALITY.

a. All house and accessory building plans shall be subject to the approval of the Declarant, and shall be constructed under the supervision of a qualified contractor.

b. All homes must contain the following minimum square footage, not including garages, porches, breezeways, verandas and terraces:

(1) Ranch style, one floor - 1400 square feet

(2) Split foyer, split level or tri-level-1700 square feet

(3) One and one-half story or two story - 1900 square feet

c. All residences must have at least a two-car attached garage in the minimum size of 400 square feet, and carports are prohibited.

d. Accessory buildings shall be no less than 300 square feet and no greater than 800 square feet in size.

e. At least 40% of the total exterior wall or surface area (excluding roofs) of each residence shall be of brick or stone. No underground homes, log homes, mobile homes, or modular homes are permitted.

f. All driveways and parking areas shall be covered with oil and chips, asphalt or concrete, and such shall be done within two (2) years of the completion of the residential structure of the lot.

g. Each lot owner shall cause the lot to be seeded or sodded with grasses and to be landscaped with a minimum of six (6) trees and ten (10) shrubs within one (1) year of the completion of the dwelling structure.

6. ACCESSORY BUILDINGS. Appropriate accessory buildings, compatible with the permitted use, and style of the dwelling shall be permitted.

Size and materials of any out-building are to be submitted for approval and must be approved by the Declarant prior to its construction.

No accessory building is allowed before primary residence is constructed and completed, and no such building shall be used or occupied for any residential, commercial or industrial use.

Only one accessory building is allowed per full lot, however gazebos and bath houses shall be excluded in calculating this limitation as to number of accessory buildings.

All accessory buildings shall be of a complimentary nature to the residential building and shall be behind the front of the residential building.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any person dwell in any structure which is 85% or less completed.

All structures will be completed within one (1) year of start of construction.

8. FENCES, WALLS AND LANDSCAPING. Fences, walls, etc., cannot be constructed or built in front of the point which is ten (10) feet in front of the back edge of the residence, except decorative fences which do not enclose an area.

Fences, walls or other obstructions may not block off easements including utility easements.

No fence, unless approved by the Declarant, in writing, shall be erected or maintained, in the subdivision. All fences shall be of a quality and design compatible with the general decor of the subdivision. The owner shall not be entitled to recover any damages or indemnity caused by the removal of said fences, or damages ensuing therefrom. No permanent fence or retaining wall shall be constructed or erected within any easements and/or utility property easement unless approved by Declarant. In any event, for removal of such fence for maintenance or other purpose, removal

rear of the building.

11. EARTH REMOVAL. No sod or earth may be removed from the subdivision without the written consent of the subdividers.

12. RESUBDIVISION. No grantee, or any assigns, shall further subdivide any lot in any way except with the express written permission of the Declarant.

13. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein or thereon which may be, or may become, an annoyance or nuisance to the neighborhood, nor shall any lot be used for storage of wrecked, junked, or permanently disabled automobiles or trucks, or automobiles or trucks which are not currently licensed or for keeping and storing anything that may make the property unsightly. Any accumulation of trash or the failure to cut grass and weeds as required shall constitute a nuisance.

All garage doors shall be kept closed except when it is necessary to have them open for entry into or out of the garage.

No vacant lot is to be used for a parking lot. No commercial vehicles or equipment, including, but not limited to, gas or oil trucks, dump trucks, trailers, trucks (except small pick-up trucks less than one ton in size), tractors (except tractors under 30 horsepower), etc., shall be housed in any garage or driveway of residences for overnight storage.

No recreational vehicles, campers, trailers or boats shall be parked or stored outside the residential garage or accessory building for more than thirty (30) days in any calendar year.

14. SIGNS. No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than six square feet advertising the property for sale or for rent, or for use by the builder to advertise the property during construction.

15. 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 they are not kept, bred, or maintained for any commercial purpose. Such pets shall not be permitted to be a nuisance to other property owners in the subdivision through the noise they cause or their excretions.

Regarding purchased plots without construction start, the Declarant shall reserve the right to continue to cultivate and harvest such crops with full value of such crops going to Declarant. After building and construction commences, grantee assumes the responsibility for maintenance and care of his property in accordance with the general standards prescribed for the development. Declarant need not continue to cultivate and harvest crops on sold lots in which case the lot owner shall be responsible for keeping the weeds at no greater than ten (10) inches in height.

NO HUNTING ON GROUNDS on land sold by Declarant, except for muskrats or other damaging animals, rodents, etc., control as determined by the Declarant.

No tree cutting beyond five (5) inch diameter, said tree to be measured six (6) inches above ground (except with written permission of Declarant).

Any grading of the parcel that the grantee shall undertake shall be in accordance with established and recognized landscaping and/or engineering practices in order that proper drainage shall be provided. In the event any grade is disturbed or changed by any purchaser or occupant, the Declarant (grantor) is herewith held harmless from any and all consequences to adjacent parcels and such owner or occupant disturbing or changing any grade shall be considered as having violated this Declaration. In the event that dirt is removed in constructing a driveway and/or lane, the dirt must be removed from the lot or used so as not to interfere with surface drainage as established above, as terracing immediately adjacent to the foundation of the house only.

18. MOTORIZED VEHICLES, CYCLES AND CARTS. Motorized cycles or carts not requiring license registration with the State of Illinois (excluding construction, landscaping or maintenance equipment) shall be prohibited from using the streets or common areas in the subdivision.

No bicycles, carriages, or other articles shall be upon the common ground or without the residential units of the owner thereof, except when in use and except for automobiles parked in areas designated therefor.

d. No window unit air conditioners are permitted.

22. FUEL STORAGE. Flammable fuels such as gas, including L.P. gas, and oil may only be stored upon the lots in appropriate, safe tanks buried below the surface of the ground.

23. OIL AND MINING OPERATIONS. 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 upon any lot.

24. MINERAL RIGHTS. The rights to all gas, oil or minerals underlying the lots and streets in this subdivision are reserved to the Declarant for a period of 30 years from the date hereof and shall then revert to the then owner of the respective lots.

25. EFFLUENT COLLECTOR SYSTEM. All residences shall have aeriator systems.

a. Lots numbered 1, 25 and 26 shall have said aeriator systems hooked up to a lateral system approved by the Monroe County Health Department or other appropriate governmental entity.

b. Lot numbered 12 shall have the said aeriator system dispose the effluent in accordance with the regulations set forth by the Monroe County Health Department or other appropriate governmental entity.

c. All other lots shall have said aeriator system connected to an effluent collector system which will dispose the effluent in accordance with the regulations set forth by the Monroe County Health Department or other appropriate governmental entity.

All of the aeriator systems shall be built and maintained in compliance with good engineering practice and within state and local regulations. Said systems shall be maintained in such a manner that the flow therefrom shall not escape prior to the afore-mentioned collector pipe, violate Monroe County Health Department or other appropriate governmental entity regulations nor become a nuisance.

is directed away from neighboring residential properties. Style and design must be approved by the Declarant.

29. ROAD FROST LAW. To protect the roads, a "frost law" restriction, is hereby enacted prohibiting traffic over a given tonnage, (same tonnage applicable as limited by Monroe County Highway Department governing travel over county roads), from driving over roads between December 1st and April 1st. The lot owner shall be responsible for any road damage caused by vehicles serving said grantee's subdivision site.

30. HOMEOWNERS' ASSOCIATION.

1. Whenever the phrase "Homeowners' Association" is used herein, same shall be defined as the not-for-profit corporation to be formed under the laws of the State of Illinois, for the purposes of assuming the rights and liabilities delegated the same in this document, said corporation to be known as "STERRITT'S RUN HOMEOWNERS' ASSOCIATION", if permitted by law, and if not so permitted, then such other appropriate name as may be used.

Said not-for-profit corporation, or its successors, shall be the sole entity exercising the powers of, and assuming the duties of the "Homeowners' Association" as that phrase is herein used.

2. Each parcel, sold and unsold, of the subject premises automatically constitutes one vote in all matters of voting. In determining the number of votes entitled to be counted in member votes taken by the Homeowners' Association, each parcel of the subject premises constitutes one vote. All parcel owners are automatically members of the Homeowners' Association. If any parcel is held by co-owners, they shall delegate among themselves the party who shall exercise the vote of said parcel before the Homeowners' Association, and they shall further certify that name of said party to the Homeowners' Association.

31. ASSESSMENT.

1. There are areas within the subdivision, such as the lake levee, and an immediately adjoining strip of land, which are common ground to be transferred by Declarant to a homeowners' association, community council or a like organization which is to be controlled by the lot owners of the subdivision. The common ground will be so transferred prior to the Declarant's sale of eight lots on the subdivision.

may do the same for the benefit of the Homeowners' Association.

Assessments are to provide the funds necessary to make all payments and defray all costs, which may be incurred for the benefit of the property owners in said Subdivision.

7. In case any assessment is not paid when due, then, in addition to the amount of said assessment and interest thereon, all costs, attorneys' fees and expenses of whatever kind incident to enforcing and collecting said assessment, shall also be a lien upon the lot involved and enforceable as such.

32. COMMON GROUND. All of the property that shall be set aside by the Declarant as the "Common Ground", shall be held subject to the covenants, agreements, easements and restrictions set forth in this Declaration, to be and remain in effect until such time as amended, modified or revoked in accordance with the provisions of this Declaration.

33. ENFORCEMENT OF COVENANTS. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in the subdivision, including the Declarant, to institute proceedings at law or in equity to enforce the provisions of these covenants and restrictions to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorney fees, for such violation. No failure on the part of any such person or grantor to enforce any covenants immediately after any such cause may arise shall be deemed a waiver as to that cause or of any similar cause that may thereafter arise.

34. ENFORCEMENT. Any person possessing an interest in any parcel on the subject premises shall have the right to enforce the easements, conditions, restrictions, reservations, and limitations provided herein in a lawful manner.

In consideration of the sale of any parcel in this development, the purchaser and all subsequent owners of title to any plot agree to hold the Declarant harmless from any and all claim for damages or alleged damages, of any nature whatsoever, caused by any owners, renters, occupants, or anyone.

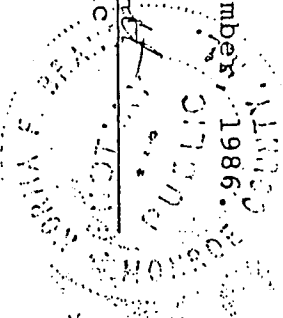
STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF MONROE )

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Dennis R. Brand and Virginia L. Brand personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they have signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 1st day of September, 1986.

Norma + Beulah  
Notary Public

My Commission Expires: May 19, 1989



- a. The Declarant, and
- b. All present and future persons owning or having an interest in any portion of the premises, and
- c. The Homeowners' Association.

39. MODIFICATION, AMENDMENT OR ELIMINATION. These conditions, restrictions, reservations and limitations, and all of the terms herein, may be modified, amended or eliminated as follows:

a. While the Declarant has retained ownership of any portion of the subject premises by majority affirmative votes of the property owners, including those of the corporation, until thirty percent (30%) of the subject parcels are sold, and subsequent thereto, by unanimous affirmative votes of the property owners, including those of the corporation.

b. Thereafter, when the Declarant, or their assigns, heirs or successors, has conveyed the last parcel of the subject premises, by the affirmative vote of at least three-fourths of the voting membership of the Homeowners' Association.

The provisions of this document shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the Declarant and Homeowners' Association, and all present and future persons or parties owning an interest or having an interest in any portion of the subject premises, as platted. Whenever the phrase "Homeowners' Association" is used herein, same shall apply to the successor, by merger or otherwise, of same.

IN WITNESS WHEREOF, Dennis R. Brand and Virginia L. Brand have caused their hand and seal to be hereunto affixed this

14th day of November, 1983.

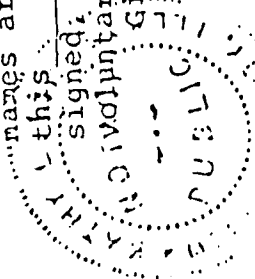
Dennis R. Brand  
DENNIS R. BRAND

Virginia L. Brand  
VIRGINIA L. BRAND

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF MONROE )

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Dennis R. Brand and Virginia L. Brand personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they have signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 14th day of Nov, 1983



Virginia L. Brand  
Notary Public

My Commission Expires: 10/1/85