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JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

**PROTECTIVE COVENANTS
RELATING TO THE
WELLINGTON ESTATES SUBDIVISION THIRD ADDITION
CHATHAM, ILLINOIS**

Underlying Land Numbers: 29-08.0-101-016

This Instrument Prepared By
and should be Returned To:

CHAD A. RITCHIE
RITCHIE LAW OFFICE, LTD.
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**PROTECTIVE COVENANTS
RELATING TO THE
WELLINGTON ESTATES SUBDIVISION THIRD ADDITION
CHATHAM, ILLINOIS**

KNOW ALL MEN BY THESE PRESENTS:

WELLINGTON ESTATES, LLC, an Illinois Limited Liability Company, hereinafter called the "Developer" being the owner of said land hereinafter described and being the developer, respectively, of Wellington Estates Subdivision and/or additions thereto and being desirous of subjecting said property to the restrictions, covenants, reservations, and charges hereinafter set forth, each of which shall inure to the benefit and pass with said property and each and every parcel and lot thereof, and shall apply to and bind the undersigned and its successors and assigns, hereby declares that the property described in Clause I hereof is held and shall be transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, and charges hereinafter set forth. (Note: Wellington Estates Subdivision was first originally formed under the name Landershire Estates Subdivision, First Addition. Also, Wellington Estates, LLC is the owner of the real property described as Exhibit A pursuant to a quit-claim deed from R&H-1, L.L.C., an Illinois Limited Liability Company.)

CLAUSE I

The real property which is and shall be held and which shall be transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, and charges with respect to the various portions thereof set forth in the several clauses and subdivisions of this declaration, is situated in the Village of Chatham, County of Sangamon, State of Illinois, and is more particularly described as follows, to-wit:

(LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A)

Said property and lots above described to be identified as "the Subdivision" for the purposes of this instrument.

CLAUSE II

To insure the best use and most appropriate development and improvement of each building site therein; to protect the owners of building sites 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 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 set-backs from streets and adequate free-spaces between structures; to coordinate grade-lines in conformance with such plans as prepared by John Reynolds, Inc., 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 building sites therein, the real property described in Clause I is hereby subject to the following conditions, restrictions, covenants, reservations, and charges, to-wit:

A. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than a single-family dwelling or duplex.

B. MINIMUM SQUARE FOOTAGE. The minimum square footage of living space (exclusive of enclosed porch, breezeway, or garage) above the ground of each residence constructed shall be as follows:

	<u>Single Family</u>	<u>Duplex</u>
RANCH STYLE (Square feet on one level).....	1,400	1,100
TRI-LEVEL or QUAD-LEVEL (Square feet on top two floors).....	1,200	900
TWO-STORY (Square feet on top two floors).....	1,800	1,500
CAPE COD (Square feet on main floor).....	1,200	1,000
OTHER PLANS - Square footage to be approved by developer.		

C. APPROVAL OF PLANS. All building plans must be approved in writing by Developer.

D. GRADE ELEVATION CONTROL. No building initially shall be erected and placed on any lot until the location of the structure on the lot, topography, and finish grade elevation shall have been approved by the Developer or its duly authorized agent. Said approval shall be received prior to obtaining any building or excavation permit.

The minimum finish grade and the front foundation of the house shall be as established by the grade map prepared by John Reynolds, Inc., and accepted by the Village of Chatham so as to provide the minimum requirement above the top of the curb at the center of the lot.

Lot owner agrees to assume any responsibility for manhole variations that might be required as a result of lot owner's grading, to make such adjustment, and to pay the actual costs of making said adjustment within ninety (90) days following written notice from the developer.

Lot owner of each lot shall construct a sidewalk (or sidewalks) on such lot when and as required by the ordinances of the Village of Chatham at such lot Owner's expense.

E. GARAGE REQUIREMENTS. Each residence must be improved with not less than a two-car garage nor more than a three-car garage attached to the residence, and each garage shall have a paved driveway from the street to the garage.

F. CONSTRUCTION MATERIALS. New building materials shall be used on construction. No completely modular construction shall be allowed; however, pre-cut and/or preassembled components may be used. All homes will have a minimum of 300 square feet of brick, brick veneer, stone or other masonry material approved by the Developer.

Developer reserves the right to deny the use of any exterior type materials not thought to be in the best interest of the neighborhood and Wellington Estates Subdivision specifically. Developer shall have the right to approve other material(s) for front of home in its sole discretion.

No concrete or concrete block foundation shall be exposed to an excessive height, taking into account the type of construction involved.

All roofs shall be covered with heavyweight architectural grade shingles or better. Shingles must have a textured design and appearance, and constructed of fiberglass, asphalt shingle or wood materials unless otherwise approved by the Developer.

G. FOUNDATION REQUIREMENTS. All residences shall have basements or crawl spaces, and no construction shall be allowed on slabs.

H. FOOTING TILE REQUIREMENTS. Footing tile systems shall be installed off the footings and so that the bottom of the inside diameter is a minimum of one-half inch below the top of the footings.

No footing tile nor downspouts shall be connected to the sanitary sewer system; no surface water shall be allowed in the footing tile drainage system, except upon written approval of developer.

I. SET-BACK REQUIREMENTS. Each lot owner shall comply strictly with the setback and building lines shown on the Wellington Estates Subdivision Third Addition recorded plat of subdivision and with the zoning and subdivision ordinances of the Village of Chatham.

J. DETACHED BUILDINGS. All buildings, including garages, shall be attached to the dwelling structure, provided however, that each lot may have one free standing storage building not to exceed 120 square feet of floor space which may be constructed only after approval of the Developer or its agent.

K. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, or garage shall be used on any lot at anytime as a residence, either temporarily or permanently. No building shall be occupied until the exterior surface has been completed, including final painting if such construction calls for same.

L. SURPLUS DIRT. No surplus dirt shall be removed from the subdivision, and any surplus dirt arising from construction shall be dumped in an area provided for by developer, except as otherwise provided in writing by Developer.

M. LANDSCAPING. All lots must be sodded in front yard and seeded in side and rear yards.

N. FENCES AND WALLS. No wall, fences or fencing over Six (6) feet in height shall be allowed on any lot, not shall any wall, fence or fencing be located closer than six inches to any lot line. All walls, fences and fencing shall be wood or professionally constructed

wrought iron construction and be compatible with the natural surroundings, subject to the conditions herein set out for materials. No chain link, wire or other metal wall, fence or fencing shall be permitted. All walls, fences and fencing must be submitted to and approved by the Developer or its agent prior to construction and must be continually maintained to present an attractive appearance, or after 60 days notice, such walls, fences and fencing may be removed by the Developer or Homeowner's Association and the costs thereof billed to the lot owner. If such bill remains unpaid over thirty (30) days, a line may be attached and filed against the offending lot.

O. UTILITY SERVICES. All buildings on said premises must be supplied by underground electrical systems and utility distributions systems and services.

P. LOT MAINTENANCE. All lot owners shall maintain the lots in such manner as to keep grass and weeds mowed so that they do not exceed a height of eight inches (8"). A failure of lot owner to comply with this provision shall authorize Developer or Homeowner's Association, without notice to the lot owner, to have the lot mowed and to charge the cost thereof to the lot owner, and to take legal action against the lot owner to collect for the cost of mowing if the same has been paid by Developer, and further to collect from the lot owner all court costs and reasonable attorney's fees incurred in collecting the mowing charge whether through negotiation or litigation.

Q. MAINTENANCE FEE. Except as specifically provided otherwise herein, each owner of a building site shall be liable for his proportionate share of the cost (based upon the percentage of the lots owned by an owner as to the total number of lots in the plat of record as amended from time to time to include additional Wellington Estates Subdivision plats) for the proper maintenance of water retention facilities, drainage facilities and boulevards and common areas within the subdivision, which water retention facilities, drainage facilities and boulevards are described below and which may be added to from time to time to include additional water retention facilities, drainage facilities and boulevards upon completion and inclusion of additional plats in the subdivision under these or subsequent protective covenants. Costs and fees shall be assessed by the Developer or Homeowners Association based upon actual or reasonable projected costs for maintenance of the water retention facilities, drainage facilities and boulevards, and payment thereof shall be mandatory. Any maintenance fee assessed by Developer or by the Homeowners Association and not paid within thirty days of its assessment shall constitute a lien upon the property of the delinquent owner, which lien shall be subject to enforcement of foreclosure in accordance with the provisions of Illinois law. Developer agrees that from the date of the recording of this instrument until formation of the Homeowners Association, it will maintain the easement areas, drainage facilities, boulevards and common areas, and collect and assess the maintenance fees. After formation of the Homeowners Association, the maintenance of easement areas, drainage facilities, boulevards and common areas, and collection of the maintenance fees shall be performed by the Homeowners Association. Water retention and drainage facilities shall be maintained as set forth in paragraph R below.

R. EASEMENT MAINTENANCE. The easement areas, drainage facilities, boulevards and common areas to be maintained by the Developer or the Homeowners Association referred to above are as follows:

- (1) The entrance areas of South Park Commons Subdivision, including

the planting areas on any of the entrances.

(2) Water retention facilities, where constructed, either within or outside of South Park Commons Subdivision.

(3) Boulevards, where constructed, whether or not within any public right-of-way

S. MAINTENANCE OF WATER RETENTION FACILITY. After twelve months from the date of completion of construction of any water retention facilities set forth in any plats, or upon incorporation, whichever shall later occur, the Homeowners Association shall have the obligation to maintain all water retention facilities and drainage facilities in accord with the requirements of applicable ordinances of the Village of Chatham, Illinois. The purpose of this paragraph is to set forth that the Developer will maintain any water retention and drainage facilities for one year after completion of construction regardless of the date of plat approval or the date of incorporation of the Homeowners Association.

T. MAINTENANCE, REPAIRS AND SERVICES BY THE ASSOCIATION. The Homeowners Association, subject to the provisions of these Protective Covenants and the By-Laws of the Association, shall maintain and keep in good repair the areas of common responsibility, which responsibility shall be deemed to include by example and not by limitation:

(1) Maintenance and repair of all common areas and facilities including park areas, landscaping, utility lines, pipes, wires and conduits not dedicated to any public authority, if any; and

(2) Furnish and provide the necessary maintenance and repair services for the utility systems and for any controller discharge drainage collection facility serving the properties and the improvements situated thereon.

U. PETS. No pets shall be kept in exterior pens or cages, and only common household pets shall be allowed; no commercial or barnyard animals shall be allowed in the subdivision.

V. PARKING RESTRICTIONS. No trucks, travel trailers, recreational type vehicles, mobile homes, boats, boat trailers, motor bikes or trail bikes, etc. shall be kept on the lot or in the subdivision except entirely within the garage.

W. BURNING TRASH, ETC. Trash, garage, paper, or other waste shall not be burned on the premises outside of the residence.

X. INTOXICATING LIQUOR. No intoxicating liquor shall be sold on said premises, nor shall there be any commercial use permitted on any lot.

Y. SIGNS. No billboards or advertising signs, whether on a separate structure or on buildings, shall be located thereon, except those permitted by city ordinance, subdivision identification signs installed by developer, and the usual contractor, real estate, and house promotion

signs during initial construction.

Z. RECREATIONAL FACILITIES. Any recreational facility, such as a swimming pool, tennis court, etc. would require approval by the developer. No pools above ground level will be permitted under any circumstances.

AA. SATELLITE DISHES. No satellite dishes greater than 24" in diameter or other similar type transmission and/or reception facilities shall be allowed, whether attached to any structure or free-standing except as may be approved by Developer in writing.

BB. DRIVEWAY, SIDEWALK, CURB, AND GUTTER DAMAGE. All driveway aprons (being that portion of the driveway from the street to the property line) shall be of concrete. The lot buyer agrees to be responsible for the installation of the Town sidewalk. In the event that same is broken or in any way damaged during any construction on the above-described lot, the lot owner agrees to assume the responsibility for same and to pay the actual costs of repair or replacement of same, even though title to the property has transferred. Said repairs must be done within ninety (90) days following written notice by Developer.

CC. PERFORMANCE TIME REQUIREMENTS. Purchasers of lots from Developer specifically agree that if they have not started construction of a residence on the property contracted for within two (2) years from the date of said contract, then in such event Developer is herewith given the exclusive right and option to repurchase said lot for the price paid Developer, free and clear of any and all liens or encumbrances due to the actions of the purchasers. In the event of such repurchase, taxes shall be prorated to the date of repurchase. This provision is set forth to help speed the development of the overall subdivision, and purchasers acknowledge and agree to comply with the same in total. Construction of the residence on the lot must be completed within one year of commencement.

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

CLAUSE III

All of the foregoing restrictions, reservations, and covenants shall run with the land and shall be binding upon all subsequent owners, and all restrictions, reservations, and covenants shall be enforceable by the Developer, the Homeowners Association and each and every lot owner by appropriate legal action in courts of law or equity. In the event that Developer, Homeowners Association or any lot owner must resort to a court of law to enforce any of the foregoing restrictions, reservations, or covenants, the lot owner or owners who have violated the same shall be

liable and legally responsible for all court costs and reasonable attorney's fees incurred in the enforcement of the same. Any such court actions may be brought to restrain violations, to require corrections or modifications, or to recover damages.

CLAUSE IV

The restrictions, reservations, and covenants set forth herein shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date that same are recorded (unless amended as hereinafter provided), after which time such covenants shall be automatically extended to successive periods of ten (10) years, unless at any time an instrument, in writing and executed by the then record owners of a majority of the lots in the subdivision and additions thereto, shall have been recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois, agreeing to change or amend said covenants in whole or in part.

CLAUSE V

The Wellington Estates Subdivision Third Addition is an "Additional Plat" as set forth in the Landershire Estates Subdivision, First Addition Covenants and Restrictions ("Landershire Covenants"), recorded in the Sangamon County recorder's office on July 7, 2003 as Document No. 2003R46957. Pursuant to Section 15 (B) of said Landershire Covenants the lots in the Wellington Estates Subdivision Third Addition are subject to the jurisdiction of the Landershire Homeowners Association. Every single family owner of a lot in Wellington Estates Subdivision Third Addition shall be a member of the Homeowner's Association as set forth in the Landershire Covenants. Every owner of a duplex unit on a lot in Wellington Estates Subdivision Third Addition shall be a member of the Homeowner's Association as set forth in the Landershire Covenants and shall have one vote per unit. Except for covenants and restrictions set forth in Clause II herein, the covenants, restrictions, easements, charges and liens set forth in the Landershire Covenants as to the Homeowner's Association are incorporated herein and binding on the Wellington Estates Subdivision Third Addition.

CLAUSE VI

Invalidation of any one of the foregoing restrictions, reservations or covenants by judgment or by court shall in no way affect any of the other provisions, which shall remain in full force and effect, and a waiver or modification in any of them by developer as to any particular lot shall not in any way limit, restrict, or bar the enforcement of them as to other lots or lot owners.

CLAUSE VII

The undersigned does hereby certify and covenant that they are the owner and developer of all of the property affected by this document and that they are authorized to execute the same.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this document for the uses and purposes herein set forth this ____ day of August, 2010.

WELLINGTON ESTATES, LLC, an Illinois
Limited Liability Company

By: *Marti Rave*
MARTI RAVE, a Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

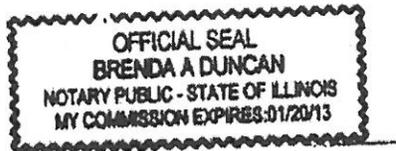
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that MARTI RAVE personally known to me to be a **Manager** of WELLINGTON ESTATES, LLC, an **Illinois Limited Liability Company**, the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, and the free and voluntary act of the **WELLINGTON ESTATES, L.L.C. an Illinois Limited Liability Company**, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16th day of August, 2010.

Brenda A. Duncan
Notary Public

This Instrument Prepared By
and should be returned To:

CHAD A. RITCHIE
RITCHIE LAW OFFICE, LTD.
2205 E. Empire St., Suite A
Bloomington, Illinois 61704
Phone No. (309) 664-5535
Fax No. (309) 664-5051



Part of the Northwest Quarter of the Northwest Quarter of Section 8, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

From the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 8, thence S 89°-25'-34" W, 663.01 feet to the point of beginning, thence S 0°-52'-38" E, 200.61 feet; thence N 89°-07'-22" E, 5.00 feet; thence S 0°-52'-38" E, 142.00 feet; thence S 89°-07'-22" W, 240.00 feet; thence S 0°-52'-38" E, 15.00 feet; thence S 89°-07'-22" W, 150.26 feet; thence N 0°-52'-33" W, 359.65 feet; thence N 89°-25'-34" E, 385.26 feet to the point of beginning, containing 3.107 acres, more or less.

Note: This real property is to be known as lots 24 through 29, inclusive and lots 91 and 92 of Wellington Estates Subdivision, Third Addition, Village of Chatham, County of Sangamon, State of Illinois, once the Wellington Estates Subdivision, Third Addition Final Plat has been recorded.

Exhibit A