

PROTECTIVE COVENANTS
SPRUCE ESTATES SUBDIVISION
CHATHAM, ILLINOIS

KNOW ALL MEN BY THESE PRESENTS that THE OWNERS, FTM1, L.L.C, an Illinois Limited Liability Company, being the owners of all of the lots in Spruce Estates Subdivision, an Addition to the Village of Chatham, Illinois, as platted by the plat recorded in the Recorder's Office of Sangamon County, Illinois, as Document Number _____, in consideration of the purchase or other acquisition of any lot, lots, or parts thereof, in said Spruce Estates Subdivision, and as an inducement of the building sites in said addition, to protect the owners of building sites therein against the erection therein of poorly designed or constructed buildings, to make the best use of and to preserve the natural beauty of said addition, to locate the buildings therein with a proper regard to the topographical features of said addition, does hereby, for itself, its successors and assigns, covenant and agree with each and every purchaser or grantee of any lot, lots, or parts thereof, in said Spruce Estates Subdivision, that the following restrictions as to building and use shall be covenants running with the land in said Spruce Estates Subdivision.

- 1) Lots 1 to 9, inclusive, shall be used only for single family residential and two-family residential purposes. Lots 10 to 35, inclusive, shall be used only for single family residential purposes. Lot 36 shall be dedicated to the Spruce Estates Homeowner's Association, an Illinois not for profit corporation, for use as a detention area.
- 2) No building shall be erected, altered, placed, or permitted to remain on Lots 1 to 9, inclusive, other than one detached two-family dwelling, not to exceed two stories in height and a private garage for not more than three cars per unit.
- 3) No building shall be erected, altered, placed, or permitted to remain on Lots 10-35, inclusive, other than one detached single family dwelling, not to exceed two stories in height and a private garage for not more than three cars.
- 4) No building shall be erected, placed or altered on any building site until the construction plans, including elevations, and specifications and a plot plan showing the location

of the structure and of the driveway have been approved in writing by the Owner, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation and building lines. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building setback line unless similarly approved. All dwelling structures shall meet the following requirements: the ground floor area of the main structure, excluding cellars, basements, open porches, breeze-ways and garages, shall not be less than 1300 square feet for a duplex and not less than 1500 square feet for a single family structure, measured from the outside of the exterior walls. Every duplex of more than one story shall have a total floor area, measured from the outside of the exterior walls, of no less than 1500 total square feet, and no less than 1800 square feet for a single family structure, including utility room, but excluding cellars, basements, open porches, breezeways, and garages. In the event said Owner, or it's designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications and plot plans have been submitted to the Owner or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty (30) days after construction is commenced or prior to the completion thereof (whichever period is the longer), 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 violation of Paragraph 9. Neither the Owner nor it's designated representative shall be entitled to any compensation for services performed pursuant to this covenant. All construction work must be diligently pursued to completion within a reasonable time as determined by the Owner.

- 5) There shall not be erected, placed, or suffered to remain any dwelling or other building on any building site having an area of less than the area of the smallest lot in said Spruce Estates Subdivision.
- 6) No automobile, truck or commercial vehicle, trailer, camper or boat shall be kept or parked on any building site or in the streets in said Spruce Estates Subdivision other than for periods of less than eight hours except in a garage.
- 7) Each structure erected shall be connected to the sanitary sewer system of the Village of Chatham.
- 8) Any structure having a floor area below grade shall have footing drains and a sump pump that discharges in the rear yard.
- 9) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of said Spruce Estates Subdivision.
- 10) All electric, telephone and cable TV service lines and wires in said Spruce Estates Subdivision and any building site therein shall be installed underground, except that, during the construction of any building therein, temporary above ground electric service to the building site on which such construction is taking place will be allowed.
- 11) No structure of a temporary character, trailer, camper, basement, tent, garage, barn or other outbuilding or partially completed permanent structure shall be used on any building site at any time as a residence, either temporarily or permanently.

additional water retention facilities, drainage facilities and boulevards upon completion and inclusion of additional plat in the subdivision under these or subsequent protective covenants. Costs and fees shall be assessed by the Developer or the Architectural Control Committee based upon actual or reasonable projected costs for maintenance of the water retention facilities, drainage facilities and boulevards, and payment thereof shall be mandatory. And maintenance fees assessed by developer or the Architectural Control Committee and not paid within thirty days of it's 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 his instrument until formation of the Architectural Control Committee, it will maintain the easement areas, drainage facilities, boulevards and common areas, and collect and assess the maintenance fees. After formation of the Architectural Control Committee, the maintenance of easement areas, drainage facilities, boulevards and common areas, and collection of the maintenance fees shall be performed by the Architectural Control Committee. Water retention and drainage facilities shall be maintained as set forth below.

19) The easement areas, drainage facilities, boulevards and common areas to be maintained by the Developer or the Architectural Control Committee referred to above are as follows:

- a) Water retention facilities, where constructed, either within or outside of Spruce Estates Subdivision.
- b) Boulevards, where constructed, whether or not within any public right-of-way.
- c) Utility easements not located upon any individual lot or privately owned parcels.
- d) All lots which are dedicated as common areas or common elements part of any final plat subject to this instrument.

20) After twelve months from the date of completion of construction of any water retention facilities set for in any plats, or upon creation, whichever shall later occur, the Architectural Control Committee 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 creation of the Architectural Control Committee.

21) The Architectural Control Committee, subject to the provisions of this instrument 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:

- a) 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.

b) Furnish and provide the necessary maintenance and repair services for the utility systems and for any controlled discharge drainage collection facility serving the properties and the improvements situated thereon

22) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2035, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument in writing, executed by the then record owners of a majority in area of the land within the boundaries of said lots shall have been recorded in the office of the Recorder of Deeds in said County agreeing to change or revoke said covenants in whole or in part.

23) 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.

24) Invalidation of anyone of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect

25) The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in said Spuce Estates Subdivision, and to their heirs and assigns.

26) 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 Architectural Control Committee to enforce these covenants or the right to enforce the covenants itself against either the Architectural Control Committee or an individual property owner within the subdivision with respect to maintenance of the drainage swales, detention areas and other drainage improvements located within the subdivision. The Village shall have the right to require the Architectural Control Committee or any individual property owner to restore any alteration in any drainage swale, detention area or other drainage improvement and to require the removal of any obstruction to any drainage swale, detention areas or other drainage improvements.

IN WITNESS WHEREOF, the undersigned have executed this document for the uses and purposes herein set forth this _____ day of October, 2005.

FIMI, L.L.C., an Illinois
Limited Liability Company

By: _____
President

STATE OF ILLINOIS

COUNTY OF SANGAMON

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, personally known to me appeared before me this day in person and severally acknowledged that they signed said instrument as their free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal this _____ day of _____
20____

Notary Public