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06/05/2014 09:35AM

REC FEE: 36.00

RHSP FEE: 9.00

TOTAL: \$45.00

PAGES: 10

DELLA

JOSHUA A. LANGFELDER

SANGAMON COUNTY RECORDER

**PROTECTIVE COVENANTS  
FOR IRONBRIDGE ESTATES FIRST ADDITION**

That Moughan Development, Inc., (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:

**LEGAL DESCRIPTION**

Part of the East Half of the Southwest Quarter and part of the West Half of the Southeast Quarter of Section 32, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at an axle found at the Southeast corner of the Northeast Quarter of said Southwest Quarter; thence North 88 degrees 44 minutes 14 seconds East, a distance of 165.57 feet; thence South 00 degrees 55 minutes 36 seconds East, a distance of 431.38 feet; thence South 72 degrees 40 minutes 08 seconds West, a distance of 172.59 feet; thence North 15 degrees 00 minutes 13 seconds West, a distance of 101.37 feet; thence South 51 degrees 11 minutes 21 seconds West, a distance of 27.51 feet; thence South 46 degrees 50 minutes 28 seconds West, a distance of 75.27 feet; thence South 31 degrees 46 minutes 29 seconds West, a distance of 109.43 feet; thence South 78 degrees 37 minutes 36 seconds West, a distance of 31.00 feet; thence North 83 degrees 25 minutes 06 seconds West, a distance of 121.09 feet; thence South 57 degrees 52 minutes 56 seconds West, a distance of 53.51 feet; thence South 21 degrees 10 minutes 12 seconds West, a distance of 42.52 feet; thence South 46 degrees 22 minutes 56 seconds West, a distance of 153.27 feet; thence South 63 degrees 10 minutes 10 seconds West, a distance of 116.38 feet; thence South 28 degrees 58 minutes 44 seconds West, a

distance of 57.51 feet; thence South 71 degrees 10 minutes 29 seconds West, a distance of 53.94 feet; thence North 34 degrees 14 minutes 47 seconds West, a distance of 255.74 feet; thence North 22 degrees 52 minutes 21 seconds West, a distance of 196.32 feet; thence North 01 degrees 03 minutes 54 seconds West, a distance of 37.74 feet; thence South 88 degrees 56 minutes 25 seconds West, a distance of 140.00 feet; thence South 01 degrees 03 minutes 54 seconds East, a distance of 0.85 feet to a point at the beginning of a curve concave to the East having a radius of 470.00 feet; thence Southerly on said curve left, a chord bearing of South 03 degrees 04 minutes 08 seconds East, a chord distance of 32.87 feet; thence South 85 degrees 10 minutes 15 seconds West, a distance of 60.00 feet to a point on a curve concave to the East having a radius of 530.00 feet; thence Northerly on said curve right, a chord bearing of North 04 degrees 09 minutes 45 seconds West, a chord distance of 16.33 feet to the end of said curve; thence South 88 degrees 56 minutes 06 seconds West, a distance of 185.44 feet to a point on the East right of way line of Iron Bridge Road; thence North 01 degrees 04 minutes 10 seconds West on said East right of way line, a distance of 811.18 feet; thence North 88 degrees 55 minutes 57 seconds East, a distance of 1271.83 feet to a point on the East line of the Southwest Quarter of said Section 32; thence South 00 degrees 55 minutes 36 seconds East on said East line, a distance of 407.09 feet to the point of beginning.

Containing (1,283,558 s.f.) 29.466 acres, more or less.

Said real estate shall hereinafter be referred to as "Ironbridge Estates First Addition."

The above-described real estate is part of a larger tract of real estate containing approximately 62.15 acres of real estate which has recently been annexed to the Village of Chatham. It is anticipated by Developer that the above-mentioned 62.15 tract of real estate will be subdivided by a series of final plats of subdivision of Ironbridge Estates. These protective covenants shall pertain to all of the lots in the final plat of Ironbridge Estates First Addition. Protective covenants for future additions of Ironbridge Estates will be filed at the time of platting of such future additions. Such protective covenants will be similar to the covenants and restrictions set forth herein, but may be modified by the Developer.

## 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, Ironbridge Estates First Addition 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 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 2,000 square feet;
  - ii. One and one-half story homes shall have a minimum of 2,200 square feet; and
  - iii. Two-story homes shall have a minimum of 2,400 square feet.

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 shall provide a garage for the number of automobiles in use by the residents on the property. 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: No vinyl or aluminum siding may be installed on the front of the residence, except for vinyl simulated shake siding, without prior written approval by the ACC.
- D. Driveways: Driveways shall have a minimum width of eighteen (18) feet to serve at least a two care 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 written approval of the ACC. Wrought iron, steel, aluminum and some 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 Pools: 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, either 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, DirecTV type), 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, and dishes must have minimal landscaping around them. Solar panels are not per se prohibited. 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 ten (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:

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

6. The Developer will be responsible for installing sidewalks in Ironbridge Estates First Addition including ADA ramps at all intersections. If during construction on a lot, a lot owner or a lot owner's builder damages the sidewalk adjacent to a lot, such home owner shall be responsible for repairing the sidewalk to the specifications of the Developer or the ACC.

7. 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 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 within 400 feet 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.

8. The ACC is composed of James E. Moughan and David P. Moughan. 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 James E. Moughan at 3140 Cockrell Lane, Springfield, IL 62711 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 installation and maintenance of utilities or easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those 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. Ironbridge Estates First Addition shall be served by one waste collection service and one 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 Ironbridge Estates First Addition and 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 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 the 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 right-of-way line, either edge of any driveway, and a line connecting a point thirty (30) feet outward from either side of a driveway and a point on the edge of 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 Ironbridge Estates First Addition 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. All lots must use the custom mailboxes as designated by the Developer. The lot owner or builder will be responsible for the cost of the mailbox and the installation of the mailbox in the location designated by the Developer.

30. The overflow system, detention ponds and drainage pipes on Lots 1000 and 1002, 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 1002 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.

32. In order that the entrance of the subdivision from Ironbridge Road never be blocked by a fallen tree, no tree shall be grown on Lot 1 or Lot 97 that exceeds 45 feet in height. Should any such tree exceed such height, the Homeowners' Association may require the homeowner to remove or trim the tree or the Homeowners' Association may trim or remove such tree and bill the lot owner for the same.

### SECTION III

A homeowners' association (the "Homeowners' Association") will be formed to maintain the common areas, including open areas, ponds, and entrance island, custom mailboxes, subdivision signage, shrubbery located in the back ten (10) feet of lots abutting Ironbridge Road, the sediment basin, and any common lighting used in the subdivision. The obligation to maintain the common areas shall be the perpetual obligation of the Homeowners' Association. Until the transfer of ownership of the common areas to 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 occupied by a residential unit and each lot owner 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 to be paid by each member and the amount shall be the same for each lot. 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 time 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.

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 an interest-bearing escrow account at Marine 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 Ironbridge Estates First Addition. 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, detention 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, detention area or other drainage improvement and to require the removal of any obstruction to any drainage swale, detention 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 building site having one vote, agreeing to change said covenants 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 these 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, Moughan Development, Inc. has caused its name to be affixed hereto this 3 day of June, 2014.

**MOUGHAN DEVELOPMENT, INC.**

BY: [Signature]  
James E. Moughan, President

STATE OF ILLINOIS  
COUNTY OF SANGAMON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that James E. Moughan, as President of MOUGHAN DEVELOPMENT, INC., 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 acknowledged that, as President, he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of Moughan Development, Inc. for the uses and purposes therein set forth, being duly authorized thereunto.

Given under my hand and notarial seal this 3 day of June, 2014.



[Signature]  
Notary Public

**Prepared by and Return to:**  
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