

WINNEBERG REG'S

PHASE 1-2 & 3
ARE VERY SIMILAR

2002

Doc. No. 54877
 STATE OF ILLINOIS)
 COUNTY OF CALHOUN) SS
 Filed for record this 12th day of
 November A.D. 2002 at 2:50 o'clock
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 Page 111.

Lucille Kress Recorder
 \$15.00 Pd.

DECLARATION OF RESTRICTIONS OF WINNEBERG ESTATES

GOLDEN EAGLE, IL

EXHIBIT 2

PHASE 3

Part A. PREAMBLE

1. **Location and Ownership.** WHEREAS, the undersigned, Golden Eagle Development Company, a Corporation authorized under the laws of the State of Illinois, are the Developers of the following described real estate to wit: Winneberg, hereinafter called the "development" or the "property". (See attached plat).
2. **Intent-Fully Protected Residential Area.** WHEREAS, the purpose of these restrictions is to insure the use of property for attractive residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired character of the community, and thereby to secure to each site owner the full benefit and enjoyment of his or her home, with no greater restriction upon the free and undisturbed use of his or her site than is necessary to insure the same advantages to the other site owners.
3. **Applies to All Lots and Persons Associate with This Real Estate.** WHEREAS, the undersigned does declare that the aforesaid real estate shall henceforth be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements and shall run with the land and be hereafter binding on all parties having any right, title, or interest in any part of the real estate described above including their heirs, successors, personal representatives, and assign, and shall inure to the benefit of each owner thereof, and every purchaser of said real estate shall, as part of the consideration of the purchase thereof, take subject to the provisions hereof and for himself, herself, his or her heirs, successors, personal representatives, and assigns, and covenants to comply with all of the provisions hereof, and does declare that the provisions hereof are binding on all parties and all person claiming under them and are for the benefit of and limitation on all future owners in said developments.
4. **Declaration.** NOW, THEREFORE, said owners do hereby declare, impose, and establish conditions and protective covenants as hereinafter provided upon the real property above described.

Part B. ALLOWABLE STRUCTURES

1. **Residential.** All lots in said subdivision except those otherwise designated on the plat shall be restricted to one (1) family residence only consisting of no more than (1) main dwelling and one (1) accessory or service building or detached garage erected

on any single lot in the subdivision. Dwellings shall have a minimum size which shall exclude carports, outside vestibules, and open porches:

- A. Single floor dwelling must contain at least 1600 square feet of livable space not including an attached garage or basement.
- B. Split level dwellings must contain at least 1600 square feet above grade not including an attached garage or basement.
- C. One and one-half story and two-story dwellings must contain at least 2000 square feet with first floor level containing at least 1400-square feet not including an attached garage or basement.

All dwellings must include an attached, inclusive, or built-on garage of at least 360 sq. ft. with a concrete apron the full width of the garage extending 20 feet out from the garage doors. Materials used for the construction of any structure or building such as a detached garage or accessory or service building must blend with or compliment dwelling. All subsequent improvements, additions, remodeling, replacement, or repairing of the exterior of any building or dwelling shall be in harmony with the original and the same type of materials and workmanship originally exhibited.

2. **Setbacks.** All buildings and/or dwellings erected on any lot shall be a minimum of 50 feet from the front lot line and a minimum of 25 feet from the side property lines, except where the topography of land or other circumstances reasonably requires an exception to facilitate a reasonable use for such lot.
3. **Construction Specifications.** There is hereby adopted for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures that certain building code known as the 1996 BOCA National Building Code, recommended by the National Board of Fire Underwriters, being particularly the 1993 Edition thereof and the whole thereof, save and except such portions as are deleted, modified or amended by this code of restrictions or other ordinances of the County of Calhoun is incorporated as fully as if set out at length in this section, and the provisions thereof shall be controlling in the construction of all buildings and other structures within the subdivision. Sewage disposal system shall meet all local, and state regulations. Developer reserves right to approve all building and site plans.
4. **Mobile Homes.** Factory built modular homes are not permitted.

Part C. BUILDING REQUIREMENTS

1. **Garage and Outbuildings.** All detached garages and accessory or service outbuildings must have a minimum of 450 square feet. The structures shall be constructed to a harmonious with the dwelling. Height of all detached garages and accessory or service outbuildings may not exceed the height of the dwelling.

2. **Utilities and Drainage.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. No one shall change, alter, or block the flow of surface water to affect the flow from or across any other tract.
3. **Time Frame.** The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until all exterior construction is completed and the interior construction is substantially completed. No such building shall be occupied until completion of all exterior and most interior construction. Each building shall be completed within one year of the beginning of construction. In case a dwelling or building is damaged or destroyed by fire, windstorm, or other similar acts, owner shall repair the damage within a reasonable period of time. In case of total loss, the building is to be removed within six months from the time of loss.
4. **Landscaping.** At a minimum, the building site shall be seeded and mulched and maintained until a permanent lawn is established. Erosion control measures must be employed to insure that silt and mud does not move beyond the disturbed building site. Also, the habitat, the trees, and the ecology of Calhoun County must be maintained with as little disturbance to the natural environment as possible.

Part D: MAINTENANCE AND USE

1. **Businesses and Signs.** No residence, accessory building or any portion shall be used or devoted to any commercial trade, manufacturing, or industrial purpose or be used as a boarding house, rooming house, or for any purpose other than that of a single-family residence. No building or any part of a lot shall be used for any purpose prohibited by law or ordinance, nor shall anything be done in or on any premises which may be or become a nuisance to the owners or occupants of lots in the subdivision, based upon the health, welfare, safety and morals of owners and inhabitants. No business, trade or other commercial enterprise shall be set up on any lot. Nothing herein shall prevent any owner from doing professional work in his own home provided there are no signs to that effect, placed upon the premises or other advertising to that effect. No signs of any kind shall be installed, maintained or displayed within the subdivision except that:
 - (a) Real estate signs, not exceeding six square feet in size, and used for the sole and exclusive purpose of advertising for sale or lease of the home or the lot on which it is erected, may be displayed.
 - (b) Political signs may be installed, but shall be removed within three days following the election to which the sign is related.

2. **Livestock and Pets.** No livestock, poultry, reptiles, or exotic animals (except that dogs, cats or other household pets without vicious propensities, to a limit of two, may be kept if not bred or maintained for commercial purposes) may be kept in or on any part of any lot. No dog kennels shall be established. The keeping of any pet which, by reason of noisiness or other cause, is a nuisance or an annoyance to other residents is prohibited. No animals are allowed to be off the owner's property unless under control.
3. **Garbage, Refuse, and Weeds.** No lot shall be used for dumping of rubbish or for storage for junk. Vacant lots shall be mowed at regular intervals and kept free of unsightly weeds and brush. In an event of failure to do so, the Subdivision Lot Association (when formed) may do so at the expense of the owners. Such expense shall become a lien against the subject property. Trash, garbage, and other liquid and solid waste shall not be kept except in sanitary and sightly containers and shall not be placed or stored in front of any premises except at scheduled times of pickup. No incinerators, burning barrels, or other means of burning household trash will be allowed.
4. **Temporary Storage and Occupancy.** No building material of any kind shall be placed or stored on the building site until the lot owner is ready to commence improvements in compliance with these restrictions, and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected. Accessory or service buildings shall not be erected, constructed or maintained prior to the erection or construction of the dwelling. No person may dwell in, or occupy on any lot, any garage, basement, outbuilding, or other structure not designed for that purpose. No partially completed or temporary structure shall be occupied for residential purposes. No person shall use or occupy any lot in such a manner as to create a nuisance to the other lot owners or in a manner which would tend to make the neighborhood undesirable.
5. **Vehicles.** All lot owners shall provide four off-street parking spaces for vehicles in use by the lot owner or guest. No commercial vehicles, farm machinery, tractors, trucks, campers, recreational vehicles, including vans equipped or used for recreational purposes, boat trailers, and trailers of any other description shall be parked or stored on any lot, other than in a garage or accessory building or its concrete apron, except boats, RV's, or campers so long as currently licensed may be parked on the rear of the lot and except that a construction trailer or commercial vehicle required in connection with approved construction on a lot may be parked on such lot during the period of such approved construction. The foregoing prohibition shall not apply to temporary parking for pick-up, delivery or other commercial services. There shall be no repair, maintenance, or overhaul work on automobiles except in the garage or accessory or service building. Immobilized automobiles are not permitted to remain in the development, unless in a closed garage.
6. **Nuisances.** No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Each lot owner must so maintain any building and yard area so as to not create an eyesore to the subdivision.

7. **Easement Maintenance.** The easement area for each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Lot owners shall keep drainage channels clear of debris. All public improvements and utility services damaged by house construction or other activities shall be repaired by the proper utility or authority and paid for by the lot owner or contractor who damaged the services.
8. **Subdividing.** No lot shown on the recorded plat of Winnebago shall be hereafter subdivided, except where all portions shall be used to enlarge other existing lots. No more than one primary dwelling and one accessory or service building or detached garage shall be built or erected on any single lot although one primary dwelling and accessory building or garage may be located on more than one lot. All lots shall receive their water supply from Calhoun County by connection satisfactory to said County water board. No private drilled wells shall be permitted. No tract shall be dedicated, sold, re-subdivided, or used as a temporary or permanent roadway without the Developers express written consent.
9. **Sight Distances at Intersections.** No fence, wall, hedge, or shrub plant which obstructs sight lines at elevations between 2 and 10 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines. The same sight line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway.
10. **Fences.** No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback lines. Fences shall not exceed six and one-half (6½) feet in height (measured from natural ground level) Fences may be built on the property line; however, it is the property owner's responsibility to determine the property line. The property owner must maintain any fencing in an upright, neat and orderly manner.
11. **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.
12. **Miscellaneous.**
 - a.) All propane tanks shall be below grade or completely enclosed by an adequate ornamental fence.
 - b.) The entranceway to all residences shall have one or more driveway lights.
 - c.) Electric entrance cable from the street main lines to the residence shall be underground.

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Part E. VALIDITY, ENFORCEMENT, AND DURATION

1. **Severability.** The possible invalidation of any of these covenants, or any part thereof, shall not effect the validity of others.
2. **Enforcement.** The failure of any lot owner or the present owners, the developers, or their designated representative of the subdivision to enforce any of the restrictions, conditions, covenants, or reservations 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, or reservation. Any owner of any lot in the subdivision shall have the right to enforce by proceeding at law or in equity against any person or persons violating or attempting to violate any provision or covenant herein, either to restrain or enjoin a violation or threatened violation compel a correction and/or to recover damages. Reasonable attorneys' fees incurred by the lot owner enforcing the covenants of this Indenture shall be paid by the owner or owners violating the provisions hereof. Failure or forbearance by any owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.
3. **Term.** All of the conditions, covenants, restrictions, and reservations described shall extend to and bind and inure to the benefit of the heirs, assigns, devisees, lessees, and holders of every kind, and to all whom may purchase or acquire any of the above described real estate. These covenants and restrictions shall run with the land and shall be binding on all purchasers and owners of lots hereto; their heirs and assigns and all parties claiming by, through or under any of them for a period of 20 years from the date of recordation hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by two-thirds of the then owners of lots has been recorded showing the change or changes agreed by said two-thirds. This restriction agreement may be modified and amended at any time the agreement is in force by suitable instrument executed and acknowledged by 51% of the then owners of the lots in said development and duly recorded in the Recorder's Office of Calhoun County, Illinois.
4. **Common Property.** All of the property designated on any plat of Winneberg Subdivision as common property or park area or recreational area shall be held for further development for the benefit, use, and enjoyment of all lot owners.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set his hands this
12 day of NOVEMBER, 2002.

Ed L. Marissey
 Golden Eagle Development Company
 by Its President

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P. 7

1-(618) 576-2537

Richard J. Ringhausen

Map Phase 1 66A

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 { FERRY RD.
 EAGLE CREST LANE
 GOLDEN EAGLE DR. }