

2000R06035

RECORDED ON

10-10-2000 9:25 AM

CHRISTIAN COUNTY  
RECORDER  
TERRY E. RYAN  
54 PAGES JO

COVENANTS & LAND USES  
FOR LAKE BERTINETTI SUBDIVISIONS



COVENANTS AND LAND USES  
FOR LAKE BERTINETTI SUBDIVISIONS

WHEREAS, the terms and conditions of this instrument relate to the following described subdivisions near Bertinetti Lake, Christian County, Illinois and each subdivision is legally described on attached Exhibit I; and each subdivision is sometimes hereinafter referred to as "Subdivision":

Bertinetti Subdivision,

First Addition to Bertinetti Subdivision,

Second Addition to Bertinetti Subdivision,

Third Addition to Bertinetti Subdivision,

Fourth Addition to Bertinetti Subdivision;

WHEREAS, ALL EXISTING RESIDENTIAL HOMES, OTHER BUILDINGS, SET-BACKS, FIXTURES, AND ITEMS PERMANENTLY ATTACHED TO THE REAL ESTATE, THAT MAY OR COULD BE IN VIOLATION OF THE TERMS OF THIS INSTRUMENT, CAN CONTINUE TO EXIST WITHOUT BEING IN VIOLATION OF THE TERMS OF THIS INSTRUMENT.

WHEREAS, each of the above named Subdivisions are subject to restrictive covenants and land use restrictions that are binding upon each lot owners ("Lot Owner") until on or about October 14, 2000, and thereafter shall automatically be extended for successive periods of ten years unless an instrument signed by a majority of the then Lot Owners in each Subdivision has executed and caused to be recorded an amendment to the said covenants in whole or in part;

WHEREAS, under the terms of this instrument, each Lot Owner in each Subdivision, upon adoption by a majority of the Lot Owners in each Subdivision, acknowledge the need for the adoption of uniform covenants and land use restrictions for all of the above said Subdivisions taking into account the character of the neighborhood, the quality of life for those living in the neighborhood, environmental concerns, and property values;

WHEREAS, each Lot Owner, at the time of acquisition of his, her, or their lot within the above said Subdivisions, acknowledges and agrees that (i) there was and is in effect existing covenants and land use restrictions, and (ii) the existing land use restrictions and covenants are subject to amendment by the majority of Lot Owners in each Subdivision within time limits specified in each set of covenants for each Subdivision.

NOW THEREFORE, LOT OWNERS OF BERTINETTI LAKE SUBDIVISIONS ADOPT THE FOLLOWING LAND USE RESTRICTIONS AND COVENANTS:

1. All lots shall be used exclusively for residential purposes, and not more than one residential structure shall be placed on each lot. Each of said structures shall be limited to use as a single-family, detached dwelling, not exceeding two and one-half stories in height with private garage for not more than three automobiles. No lot in Bertinetti Lake subdivision shall ever be divided or subdivided in any way. Without the prior approval of the Architectural Control Committee, one family with its immediate family members shall reside in the single-family residence on each lot.

2. All new residential structures shall meet the following stated standards:

(a) The ground floor area, including utility room and excluding cellar, basement, open porch, breeze-way and garage of a one story dwelling, shall possess an enclosed area of not less than ONE THOUSAND SIX HUNDRED square feet, measured from the outside of each exterior wall.

(b) Every dwelling of more than one story, including utility room and excluding cellar, basement, open porch, breezeway and garage, shall possess an enclosed area of not less than ONE THOUSAND NINE HUNDRED square feet, measured from the outside of each exterior wall.

(c) No fence or wall shall be erected, placed or altered on any lot in a front or side yard. All fences shall be placed in the rear of the main structure and in accordance with all minimum building setback lines unless approved otherwise.

(d) All drives must be concrete, asphalt or of materials at least equal to the quality of the materials of the surface of the street in front of the property.

3. Building site, as used in this instrument, shall mean any part of any single tract of land, all of which is owned by the same person or group, and no residential structures shall be erected or placed on any building site having an area less than the area of the smallest lot in said Subdivision.

4. Architectural Control Committee:

(a) No building, out building, other out buildings or other structures, satellite dishes of more than 24" in diameter, out door antennas, in ground swimming pools, out of ground swimming pools and boat docks shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with the existing structures, erosion and safeguards against erosion, and location with respect to topography and finish grade elevation.

(b) The Architectural Control Committee shall consist of five members, and each member must be a Lot Owner in one of the Bertinetti Subdivisions and with no more than two members may reside in the same Subdivision. The five members shall initially consist of the following persons:

1. Kenneth A. Hart
2. Ronald P. Monge
3. Daniel W. Austin
4. James E. (Ed) Tirey
5. Deane F. Peabody

(c) If any committee member resigns, or a vacancy on the Committee otherwise occurs, the other committee members by a majority vote shall nominate and elect a member to fill the vacancy. Any member may be removed by a written petition signed by a majority of the Lot Owners in the Bertinetti Lake Subdivisions, which petition shall state (i) the name of the committee member being removed and (ii) nominate and elect a person to succeed the committee member being removed.

(d) The majority of the Committee may designate a representative to act for it in matters properly coming before it for consideration. None of the members nor any designated representative shall be entitled to any compensation for services performed.

(e) Any approval or disapproval, or any other action taken or to be taken by the Committee, shall be in writing, and a written record of all such actions shall be maintained by one of the committee members designated as Secretary for the Committee. All matters or requests shall be deemed "denied" by the Committee unless a written authorization is adopted and a part of the records of the Committee. An "approval" by the Committee shall require a favorable vote of three or more committee members.

5. No building shall be erected on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on each recorded plat. Eaves, 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, except if both lots are owned in common. No structure shall be located nearer than ten (10) feet to any side lot line except in the instance where both lots are owned in common.

6. No dwelling shall be permitted on any lot at a projected value (excluding the cost of the lot) of less than Eighty-five Thousand Dollars (\$85,000) based upon cost levels prevailing on the date of these covenants; it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

7. Easements for installation and maintenance of drainage and utilities are reserved as shown on the plat of each Subdivision.

8. No residential structure shall be erected without an individual waste disposal system, and no septic tank shall be installed without first conducting a proper soil percolation test and without provision for the minimum number of laterals as are customarily required for a house of the size contemplated. All septic systems shall comply in full with all applicable federal, state, county, and municipal laws and regulations.

9. All electric, telephone and cable television service lines and wires as may be hereinafter installed or replaced shall be installed underground, except that above-ground electrical service shall be permitted temporarily during and incidental to construction of dwellings as herein contemplated, and further as excepted in advance by the Architectural Control Committee.

10. No structure of a temporary nature, whether same be a partially completed, permanent structure, basement, garage, or other form of outbuilding or trailer, camper, tent, or similar type of abode, shall be used on any building site at any time as a residence.

11. No signs of any kind shall be displaced to the public view of any building site excepting one professional sign of not more than five square feet situated thereon advertising said property for sale or rent.

12. No truck or similar type vehicle exceeding  $\frac{3}{4}$  ton grw. of any commercial nature shall be maintained or parked on any building site or in or along the streets for a period of more than twelve hours. No abandoned motor vehicle without a valid current license plate and no more than three licensed motor vehicles, not garaged, shall be parked on a lot more than seven days.

13. No animals of any kind other than household pets shall be raised, bred or kept on any building lot, and all household pets shall be kept within the confines of the lot area of its owner except when on a leash.

14. No lot owner shall interfere with the free flow of surface water across any lot.

15. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon 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.

16. No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No excess dirt, gravel, or similar materials may be piled or placed in manner that such materials may erode or drain into the Lake.

17. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. All yards shall be reasonably maintained, and grass shall be kept at a height not to exceed eight inches high.

18. Access, use, and restrictions on use of Lake Bertinetti, legally described on attached Exhibit II, is and shall be governed by rules and regulations adopted by the Members of Bertinetti Lake Front Property Owner's Association, Inc., an Illinois not for profit corporation. Otherwise, all access and use of Lake Bertinetti is prohibited.

19. Should any applicable ordinance or other governing statute be more restrictive than any of the restrictive covenants contained herein, then such ordinance or statute shall be deemed controlling.

20. The effective date of the terms and conditions of this instrument on a Subdivision shall be the date that a majority of the Lot Owners in a Subdivision sign a written approval and adoption of this instrument. The written approval or adoption may be separate and severable instruments, and the signature pages of the separate instruments may be added to the original or duplicate original of the instrument to constitute the entire document.

21. The effective date of the terms and conditions of this instrument on all Subdivisions within the Lake Bertinetti Subdivisions shall be the date this instrument is approved by each Subdivision in a manner specified in immediate preceding Paragraph 20 of this instrument.

22. If one or more of the Subdivisions within the Bertinetti Lake Subdivisions fail or decline to adopt this instrument prior to October 14, 2000, then those Subdivisions shall be governed by the existing covenants, as extended, and the Subdivisions adopting this instrument shall be governed by the terms of this instrument.

23. When adopted by one or more of the Subdivisions within the Bertinetti Lake Subdivisions, the following provisions shall apply:

(a). This instrument shall be recorded in the office of the Recorder for Deeds in Christian County, Illinois, and upon recording, (i) the terms and conditions of this instrument shall be binding upon and inure to the benefit of the Lot Owners in the Subdivision adopting this instrument and their respective heirs, legal representatives, legatees, devisees, assigns, and successors in title or interest, and (ii) the terms and conditions of this instrument shall replace and supercede the original and previously recorded covenants and restrictions.

(b). The covenants, terms and conditions of this instrument shall run with the land.

(c). The right to enforce the covenants, terms and conditions of this instrument is and shall be (i) vested in the Lot Owners and their respective legal representatives, heirs, legatees, devisees, assigns, and successors in title and interest, and (ii) may be enforced at law or in equity in a court of competent jurisdiction, including the rights and remedies of injunction and recovery of damages against any person or entity violating any of the covenants, terms, and conditions of this instrument.

(d). The covenants, terms and conditions set forth in this instrument shall be automatically extended for ten (10) years on September 30, 2010 unless a majority of the Lot Owners of all Subdivisions adopting this instrument adopt a written amendment to this instrument and cause the written amendment to be recorded in the office of County Clerk for Christian County, Illinois, prior to September 30, 2010. On September 30, 2020, and every ten years thereafter the terms of this instrument and any amendments thereto shall be automatically extended unless prior to September 30 at the expiration of each 10 year period, a written amendment, duly adopted by a majority of the Lot Owners of all Subdivisions adopting this instrument, is recorded in the Office of the County Clerk for Christian County, Illinois.

24. The terms of this instrument are severable. If any one or more of the terms and conditions of this instrument are declared or determined to be invalid or unenforceable by a court of competent jurisdiction, then in that event, all other terms and conditions of this instrument shall continue to be valid and enforceable.

EXHIBIT I  
TO  
COVENANTS AND LAND USES FOR BERTINETTI SUBDIVISIONS

| <u>Subdivision</u>                        | <u>Legal Description</u>   |
|---|--|
| Bertinetti Subdivision                    | A Subdivision in the NE 1/4 of Section 36, Township 13 North, Range 2 West, and the NW 1/4 of Section 31, Township 13 North, Range 1 West, Third Principal Meridian, Taylorville and May Townships, Christian County, Illinois, per plat of Subdivision duly recorded and per Land Use Restrictions recorded as Document Number 151877 in the Office of Recorder for Christian County, Illinois.   |
| First Addition to Bertinetti Subdivision  | A Subdivision situated in the North 1/2 of Section 31, Township 13 North, Range 1 West of the Third Principal Meridian, May Township, Christian County, Illinois, per plat of Subdivision duly recorded and per Land Use Restrictions recorded as Document Number 67-182035 in the Office of Recorder for Christian County, Illinois.  |
| Second Addition to Bertinetti Subdivision | A Subdivision situated in the North 1/2 of Section 31, Township 13 North, Range 1 West of the Third Principal Meridian, May Township, Christian County, Illinois per plat of Subdivision duly recorded and per Land Use Restrictions recorded as a part of Document Number 67-185255 in the Office of Recorder for Christian County, Illinois.   |
| Third Addition to Bertinetti Subdivision  | A Subdivision situated in the NE 1/4 of Section 36, Township 13 North, Range 2 West of the Third Principal Meridian and in N 1/2, Section 31, Township 13 North, Range 1 West of the Third Principal Meridian, Taylorville and May Townships, Christian County, Illinois per plat of Subdivision duly recorded and per Land Use Restrictions recorded as a part of Document Number 67-185257 in the Office of Recorder for Christian County, Illinois. |
| Fourth Addition to Bertinetti Subdivision | A Subdivision situated in the NW 1/4 SE 1/4 and SW 1/4 NE 1/4 of Section 31, Township 13 North, Range 1 West of The Third Principal Meridian, May Township, Christian County, Illinois per plat of Subdivision duly recorded and per Land Use Restrictions recorded as a part of Document Number 70-195183 in the Office of Recorder for Christian County, Illinois.   |



EXHIBIT II  
TO  
COVENANTS AND LAND USES FOR BERTINETTI SUBDIVISION

The legal description of Bertinetti Lake is as follows:

All that part of the following tracts of land which lay below and within the meandering line such as would be formed by the shoreline of a lake with surface elevation of 593.5 feet above mean sea level:

The North 330 feet of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4); the South Half (S 1/2) of the Northeast Quarter (NE 1/4); the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4); and the South three-fourths (S 3/4) of the Northwest Quarter (NW 1/4) all in Section 31 Township 13 North Range 1 West of the Third Principal Meridian; and all that part of the South three-fourths (S 3/4) of the Northeast Quarter (NE 1/4) of Section 36 Township 13 North Range 2 West of the Third Principal Meridian which lies north and east of the northeasterly right of way line of Illinois Route 29, inclusive of the dam that impounds C.F. Bertinetti Lake, Except the coal and other minerals underlying the surface of said land and the right to remove the same, in Christian County, Illinois.