

STATE OF ILLINOIS
County of Franklin

Document No. 2018-2198
Filed for record

MAY 30 2018

at 3:00 o'clock P M.

Fee paid \$ 49.00

RHSP Surcharge \$ 4.17

[Signature]
County Clerk & Recorder

ORDINANCE NO. 2018-03

AN ORDINANCE ESTABLISHING PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS AFFECTING TITLE TO LOTS OF LAKE
HAMILTON SUBDIVISION, PHASE 1

in the City of

Benton, Franklin County, Illinois

AN ORDINANCE ESTABLISHING PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS AFFECTING TITLE TO LOTS

This indenture witnesseth that the plat of Lake Hamilton Subdivision, Phase 1, hereinafter referred to as "Subdivision" is recorded on May 30, 2018 as document no. 2018 - 2180, in the Recorder's Office of Franklin County, Illinois.

The Subdivision is hereby made subject to the following covenants, conditions, restrictions, and reservations comprising the Subdivision, which covenants, conditions, reservations, and restrictions shall run with the Subdivision and shall be binding upon all owners of lots in the Subdivision.

1. All lots in the Subdivision shall be used exclusively for single family residential purposes.
2. Every single family residential building shall have:
 - a. The following minimum living floor area for a single story dwelling: one thousand five hundred (1,500) square feet; and for dwellings with more than one (1) floor: the ground floor living area shall not be less than one thousand five hundred (1,500) square feet. Basements, porches, breezeways, garages, and any other appurtenances shall be excluded in making said computation.
 - b. An attached garage being able to accommodate not less than two (2) cars nor more than (4) cars in size. All garages shall be of either side entry or rear entry type.
 - c. Concrete or asphalt driveway constructed from edge of existing public road surface to garage or residence.
 - d. All roofs shall have a minimum of 6/12 pitch.
 - e. No block or concrete foundation shall be visible on the front or sides of the residence or any other building or structure on the lot. This area shall be covered with a decorative masonry veneer.
3. Except for "For Sale" signs covering the sale of real estate located in the Subdivision, no other signs of any kind or nature shall be permitted in the subdivision, including political signs.
4. No noxious or offensive activity shall be carried on in the Subdivision nor shall anything be done in the Subdivision which may become a nuisance.
5. Household pets generally and customarily allowed within a residential unit shall

be permitted within the Subdivision, provided such are not kept, bred, or maintained for any commercial purposes. No other animals of any kind shall be permitted in the subdivision. Any dogs, cats or other household pets must be fenced in at all times when not under the direct control of the owner or member of owner's family, and shall not become a nuisance to the neighborhood.

6. No structure of a temporary character, trailer, camping trailer, motor home, mobile home, basement, tent, garage, shack, portable, or other outbuilding shall be used in the Subdivision at any time as a residence, either temporarily or permanently. No outbuilding shall be constructed upon a lot in the Subdivision, except such outbuilding that conforms to the architecture of the house. All outbuilding plans, specifications, approximate cost and plan shall be approved in writing by the Committee as hereinafter defined under the provisions set forth in paragraph 18b.
7. No commercial vehicles, except such as are used in conjunction with work being performed on a temporary basis on lots in the Subdivision, shall be parked, located or permitted in the Subdivision, except within an enclosed garage, and without limiting the generality of this provision, no commercial vehicles shall ever be parked on any streets in the Subdivision.
8. No boats, campers, trailers, motor homes nor any other recreational type vehicles shall be kept or stored on any lot in said Subdivision except in enclosed buildings built upon concrete slab or foundation with concrete floor. All swimming pools in the Subdivision must be of an in ground permanent type. No above ground pools are allowed in Subdivision. No inoperable cars or titled vehicles shall be parked, located or permitted in the subdivision.
9. Passenger vehicle parking on the improved street of the subdivision is not allowed.
10. No building, fence, or structure shall be located on any residential building lot nearer than twenty- five (25) feet to the front lot line or nearer than ten (10) feet to the side lot line or rear lot line. No building shall be located nearer than ten (10) feet to any side lot line or rear lot line.
11. The construction of any dwelling shall be completed within one (1) year from and after the date of the commencement of such construction; however, the time for the completion of construction may be extended if the construction cannot be completed within said one (1) year period due to causes beyond the reasonable control of the owner, and if approved by the Committee.
12. All lot owners shall keep their lots free of garbage, sewage, ashes, rubbish, bottles, can, waste matter, and other refuse. Trash, garbage, or other waste or debris accumulated by the owner of any lot within the Subdivision shall be kept in

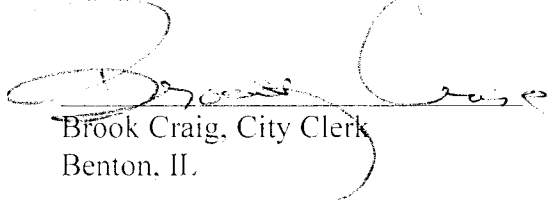
sanitary containers and shall be disposed of in a timely manner. All containers for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be kept in such manner as to avoid an unsightly appearance within the Subdivision.

13. No commercial businesses, wholesale or retail, home businesses, no lodge, club, factory, repair shop, or commercial garage shall be built or carried on any lot or in any dwelling unit.
14. Bi-County Health Department shall approve all sanitation systems.
 - a. Each builder of a home shall install a private sewage system to standards required by the Franklin-Williamson Bi-County Health Department or their successor agencies under law.
 - b. For each private surface discharging sewer system a detailed description of the proposed effluent disposal and reduction method must be submitted to the Bi-County Health Department to verify that disposal is in accordance with Section 905.110 of the sewage code.
 - c. All private sewage disposal systems that produces a surface discharge shall first enter an effluent receiving system of no less than 176 linear feet of EQ-36 Quick 4 chamber system or equal for a three bedroom home or less. Add 36 linear feet every bedroom over 3. The effluent discharge will bypass the effluent receiving system and enter the chlorination unit before discharging to the ground surface. Additional technology will be evaluated in order to achieve compliance with the Sewage Code for flow reduction methods on surface discharging systems.
 - d. Any type of effluent reduction system shall have a maximum trench depth of 24 inches and meet all sewage codes.
 - e. The final discharge point of any private sewage system that produces a surface discharge must be a minimum of 50 feet from all property lines and/or road ditches.
 - f. In the event that a pooling or nuisance results in a complaint one or of the following actions will be taken to resolve the complaint. The actions will be the responsibility of the home owner.
 - i. Additional flow reduction shall be added as prescribed in above to adequately resolve the pooling/nuisance complaint.
 - ii. If additional flow reduction does not resolve the issue, a drip irrigation type system or some type of advanced technology of sufficient size shall be installed and maintained in good working condition.

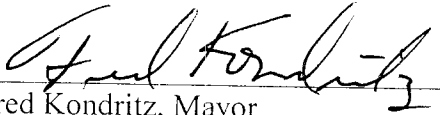
15. No single lot as platted shall be divided so as to permit the construction of a dwelling on a portion of a lot. Further, the intent shall be for a single dwelling unit to be constructed on each Subdivision lot.
16. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the recorded plat and over the side fifteen (15) feet between each lot. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain 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. The easements area of 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.
17. All lot owners who desire to have a rural mailbox for mail delivery by the USPS or it's successors shall be responsible for the purchase of a specified mailbox to be designated by the Committee.
18. A building and administration committee, herein called " Committee". is hereby established, which Committee shall consist of The Mayor, City Attorney, Finance Commissioner, and Zoning Administrator.
 - a. No construction of any dwelling, outbuilding, satellite dish, fence, or other structure shall be commenced upon any lot until the plans and specifications therefor showing the nature, kind, shape, size, structure, materials, approximate cost and location of such construction, including grading and landscaping plans showing the fixed ground elevation and finished floor elevations of the proposed primary residential building and all attached or separate auxiliary buildings, shall have been first submitted to and approved in writing by the Committee. Once approved, a building permit issued by the City must be obtained before construction begins. In the event any questions are raised as to the interpretation and meaning of these restrictions and protective covenants, the Committee shall have full and sole authority to interpret and establish the meaning of such restrictions and protective covenants.
 - b. If a lot is not mowed and maintained in a neat, orderly manner and free from grass and/ or weeds exceeding 8 inches tall, the Committee shall have the right to authorize the City to mow said grass and maintain said lot in a proper manner free from weeds and the owner of said lot shall be required to reimburse the City for said mowing and maintenance within ten (10) days from the date said owner is presented with a statement of said charges, and in the event of litigation by the City, together with reasonable attorney's fees and court costs which shall be fixed by the court hearing said matter.

19. The acceptance of a deed of conveyance to any lot in the Subdivision by any person(s) or entity shall be construed to be acceptance and affirmation by said person(s) or entity of each and all of the covenants, conditions, restrictions and reservations of the Subdivision.
20. Each and all the covenants, conditions, restrictions and reservations contained herein shall inure to the benefit of all owners of lots in the Subdivision jointly and severally and may be enforced by them or by any one (1) of them or by the Committee by injunction or other appropriate remedy. The party adjudged to have violated any of said covenants, conditions, restrictions, and reservations shall be liable to the aggrieved party for reasonable attorney's fees and court costs which shall be fixed by the court hearing said matter. The owner of any lot in the Subdivision or the Committee shall have the right to enforce said covenants, conditions, restrictions and reservations without proof of pecuniary damage.
21. Invalidations of any one (1) of the foregoing restrictions and covenants by judgment or order of court shall in no way affect any of the other covenants, conditions, restrictions, and reservations, all of which, except the one or ones lawfully invalidated, shall remain in full force and effect.
22. These covenants, conditions, restrictions, and reservations shall run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants, conditions, restrictions, and reservations are recorded, after which time said covenants, conditions, reservations and restrictions shall be automatically extended for continuous, successive periods of ten (10) years, unless an Instrument signed by a majority of the then owners of the lots in the Subdivision has been recorded agreeing to change or modify said covenants, conditions, restrictions and reservations in whole or part.
23. In the event any party(s) or entity violates the terms and conditions of these restrictions and the Committee or any party or parties aggrieved thereby expend funds for the elimination of such violations, including court costs, and attorney's fees, then such sums shall be a lien upon the premises of the party(s) or entity in violation from and after the date on which a recorded statement of claim for lien is filed by the aggrieved party. No such lien shall have priority over a first mortgage recorded prior to the recording of the lien.

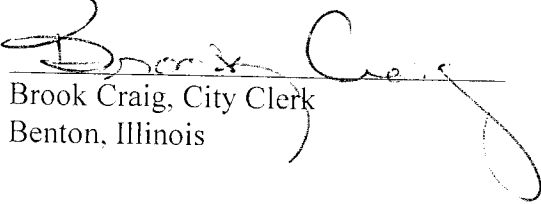
Passed by the Council of the City of Benton, Illinois, on this 14 day of May, 2018


Brook Craig, City Clerk
Benton, IL

Name	Aye	Nay	Abstain	Absent	Conflict
Commissioner Wyant	<u>x</u>	_____	_____	_____	_____
Commissioner Baumgarte	_____	_____	_____	<u>x</u>	_____
Commissioner Storey	<u>x</u>	_____	_____	_____	_____
Commissioner Miller	<u>x</u>	_____	_____	_____	_____
Mayor Kondritz	<u>x</u>	_____	_____	_____	_____


Fred Kondritz, Mayor
Benton, Illinois

ATTESTED:


Brook Craig, City Clerk
Benton, Illinois

