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DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR THE EAGLE RIDGE SUBDIVISION,  
CITY OF LITCHFIELD, COUNTY OF MONTGOMERY,  
STATE OF ILLINOIS

Prepared by  
and return to:

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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR EAGLE RIDGE SUBDIVISION,  
CITY OF LITCHFIELD, COUNTY OF MONTGOMERY,  
STATE OF ILLINOIS**

This Declaration, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the **City of Litchfield** (“Declarant”), as the owner of the following described real estate in the City of Litchfield, Montgomery County, Illinois (“Subdivision”):

PART OF SECTION 14 IN TOWNSHIP 9 NORTH RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN MONTGOMERY COUNTY, ILLINOIS WITH SAID PART BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREE 37 MINUTES 15 SECONDS EAST ON THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 685.76 FEET TO A POINT AT THE NORTHERLY MOST CORNER OF LOT 5 OF EAGLE RIDGE SUBDIVISION; THENCE SOUTH 52 DEGREES 03 MINUTES 56 SECONDS EAST A DISTANCE OF 155.32 FEET; THENCE SOUTH 32 DEGREE 34 MINUTES 01 SECOND EAST A DISTANCE OF 218.53 FEET TO A POINT ON THE SHORELINE OF LAKE LOU YAEGER; THENCE SOUTHERLY ON A MEANDERING LINE ON SAID SHORELINE AN APPROXIMATE DISTANCE OF 4,375 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00 DEGREE 49 MINUTES 15 SECONDS WEST ON SAID WEST LINE A DISTANCE OF 438.51 FEET TO A POINT ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 47.01 FEET; THENCE ON A CHORD BEARING OF NORTH 00 DEGREE 16 MINUTES 24 SECONDS EAST A CHORD DISTANCE OF 45.30 FEET; THENCE NORTH 32 DEGREES 47 MINUTES 27 SECONDS WEST A DISTANCE OF 62.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 31.42 FEET; THENCE ON A CHORD BEARING OF NORTH 77 DEGREES 47 MINUTES 27 SECONDS WEST A CHORD DISTANCE OF 28.28 FEET; THENCE NORTH 32 DEGREES 47 MINUTES 27 SECONDS WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 57 DEGREES 12 MINUTES 33 SECONDS EAST A DISTANCE OF 101.48 FEET TO A POINT ON SAID WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14; THENCE NORTH 00 DEGREE 49 MINUTES 15 SECONDS WEST ON SAID WEST LINE A DISTANCE OF 294.54 FEET TO A POINT ON THE NORTH LINE OF SAID EAST HALF; THENCE SOUTH 88 DEGREES 09 MINUTES 00 SECOND EAST ON SAID NORTH LINE A DISTANCE OF 335.08 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00 DEGREE 44 MINUTES 30 SECONDS

WEST ON THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 666.83 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE CONTINUING NORTH 00 DEGREE 44 MINUTES 30 SECONDS WEST ON THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 666.83 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE CONTINUING NORTH 00 DEGREE 44 MINUTES 30 SECONDS WEST ON THE WEST LINE OF SAID EAST HALF A DISTANCE OF 799.85 FEET TO A POINT ON THE SOUTH LINE OF A 150 FEET BY 500 FEET EXCEPTION DESCRIBED IN BOOK 245 PAGE 249 DOCUMENT NUMBER 200988; THENCE SOUTH 87 DEGREES 35 MINUTES 46 SECONDS EAST ON SAID SOUTH LINE A DISTANCE OF 150.23 FEET TO A POINT ON THE EAST LINE OF SAID EXCEPTION; THENCE NORTH 00 DEGREE 44 MINUTES 30 SECONDS WEST ON SAID EAST LINE OF EXCEPTION A DISTANCE OF 533.80 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 87 DEGREES 35 MINUTES 46 SECONDS EAST ON SAID NORTH LINE A DISTANCE OF 530.24 FEET TO THE POINT OF BEGINNING CONTAINING 70.927 ACRES MORE OR LESS WITH SAID AREA INCLUDING THE ASSUMED WIDTH OF 66 FEET FOR THE RIGHT OF WAY OF 16TH AVENUE RUNNING IN AN EASTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY SIDE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER.

SUBJECT TO ALL EXISTING ROAD RIGHT OF WAY FOR PUBLIC ROAD PURPOSES.

BASIS OF BEARINGS BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14 AT SOUTH 87 DEGREES 35 MINUTES 46 SECONDS EAST.

The Declarant intends to lease or sell, from time to time, all the property in the Subdivision and desires to subject said property to certain covenants and restrictions. The Declarant hereby declares the property and all parts thereof shall be held, occupied, or otherwise used subject to the covenants and restrictions described below, which are for the purpose of establishing a plan for the maintenance and improvement of the property, and which shall run with the land and be binding upon all parties having any right, title, or interest in the property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner or tenant under a land lease with Declarant for a lot within the Subdivision.

#### **ARTICLE 1. DEFINITIONS**

Section 1. "Common Area" shall mean all real property, and other property, if any, designated as Common Area, owned by the Declarant and for the use and enjoyment of the owners, tenants, and City of Litchfield residents.

Section 2. "Declarant/Developer" means the City of Litchfield, an Illinois municipal corporation.

Section 3. "Declaration" means this instrument and any amendments thereto.

Section 4. "Eagle Ridge" means the real property hereinbefore described in Schedule A.

Section 5. "Lot" means a separate parcel of land, including the improvements thereon, depicted on a recorded subdivision plat, within the boundary of Eagle Ridge to which these covenants, conditions and restrictions apply, with the exception of any Common Areas.

Section 6. "Maintenance" means the exercise of reasonable care to keep lawns and Lots mowed and weed-free and to keep Common Areas and Facilities buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, and the exercise of generally accepted garden-management practices necessary to promote healthy plant growth.

Section 7. "Mortgage" means a conventional mortgage or deed of trust.

Section 8. "Mortgagee" means a holder of a conventional mortgage or a beneficiary under or holder of a deed or trust.

Section 9. "Owner" or "Tenant" means the owner of the leasehold interest and the personal property within the Lot, whether one or more persons or entities, within the Subdivision, but shall not include those holding title merely as security for performance of an obligation. The use of the term "Owner" does not confer any ownership rights, other than those provided in the lease between Declarant and the Tenant.

Section 10. "Residence" means a single-family building on a Lot designed and intended for residential use.

Section 11. "Subdivision" shall mean Eagle Ridge.

## **ARTICLE II. PROPERTY RIGHTS**

### **Section 1. Easements.**

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision 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 damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner or Tenant of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations,  
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or right of way shall be at all times open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such easements, reservations, and the rights of way are reserved.

(c) There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot any portion or portions of the Common Areas, if any adjacent, thereto for a distance of ten feet, measured perpendicular to the common boundary line from any point on the common boundary line for overhang of tree limbs, subject to the easements and restrictions referred to in subparagraphs (a) and (b) above.

Section 2. Right of Entry. The Declarant, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner or Tenant thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 3. Landscaping. No trees larger than three (3) inches in diameter may be trimmed or removed without prior written consent of the City of Litchfield's Lake Superintendent.

### **ARTICLE III. ARCHITECTURAL CONTROL AND BUILDING RESTRICTIONS**

Section 1. Architectural Control. The Declarant, through its duly authorized employees or officers, shall act as the architectural control committee for the Subdivision.

Section 2. Approval of Building Plan. No building or residence shall be constructed on any Lot unless and until plans for construction have been approved in writing by the Declarant, specifically, the City of Litchfield Building Inspector. Prior to construction of any building or improvement to any Lot, Declarant shall be provided with a written application for approval of said plans which shall be accompanied with: (a) floor plans, (b) front, side and rear elevations, (c) exterior materials and color sections, (d) plot plans showing setback lines, yard lines or side yards, distances between structures and private septic systems, driveways, parking areas, and drainage plans for surface run-off, utility systems (bored under the road) and (e) the landscaping plan. Upon written approval and issuance of a building permit, plans and specifications shall be strictly adhered to and no alterations or changes shall be made without consent of the Declarant.

Section 3. Inspections. The Lot and improvements shall be open to inspection by the Declarant and the Montgomery County Department of Public Health. These inspections shall not be hindered by the Owners or Tenants. Any violations found shall be corrected within seven (7) days of notice. Occupancy will not be permitted if violations exist after the seven (7) day period.

Section 4. Size. The total area of a one family dwelling on any Lot provided herein, exclusive of open porches, garages, and basements shall not be less than 1,800 square feet and 1,200 square feet for a residence of more than one (1) story.

Section 5. Alterations, Additions, and Improvements of Residence. No Owner or Tenant

shall make any structural alterations, or shall undertake any exterior repainting or repair of, or addition to his residence which would substantially alter, the exterior appearance thereof, without first submitting, in writing, an application describing said proposed alteration, addition or improvement and securing the prior written approval of the plans and specifications therefore by the Declarant. The Declarant shall grant its approval only in the event the proposed work will benefit and enhance the entire Subdivision in the manner generally consistent with the plan of development thereof. No Owner or Tenant may begin an approved alternation, addition or improvement without first receiving a building permit from the City of Litchfield Building Inspector.

Section 6. Septic System. Before issuance of building permit, the Owner or Tenant shall obtain a permit from the Montgomery County Department of Public Health for an approved private septic system that has no surface discharge. Owner or Tenant acknowledges that installation, repair, maintenance, and replacement of the septic system is the Owner or Tenant's responsibility.

Section 7. Timeline. All construction on approved structures must be completed within one (1) year of the issuance of the building permit unless such time is extended by written approval by the City of Litchfield's Building Inspector.

Section 8. Occupancy. No occupancy of a residence may take place until all improvements have been completed and an occupancy permit is issued by the City of Litchfield's Building Inspector.

Section 9. Damage and Destruction of Residence: Approval of Structural Variances. Any Owner or Tenant who has suffered damage to his or her residence by reason of fire or any other casualty may apply to the Declarant for reconstruction, rebuilding, or repair of his residence in a manner which will provide for exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in the same manner that is required for a new building or structure as provided in Section 2 above. The Declarant shall grant approval only if the design proposed by the Owner or Tenant would result in a finished residence of exterior design harmonious with other residences in the Subdivision.

Section 10. Guidelines. The Declarant may establish and amend guidelines for construction, reconstruction and maintenance of dwellings to be constructed in the Subdivision. Such guidelines shall be made available on request to Owners, Tenants or for potential owners and tenant of Lots in the Subdivision.

Section 11. Grading and Drainage. All Lots shall have a finished grade that will allow for natural flow of surface drainage from one Lot to the other as necessary. Unless approved by the Declarant, grading shall be tapered at the Lot boundary lines in such a manner to permit construction on an adjacent Lot without the need for special retaining walls, etc. Gutter downspout run-off shall not be piped into any sanitary sewer lateral main.

Section 12. Temporary Buildings. Temporary buildings erected by builders in connection with the construction of any dwelling shall not be permitted. The construction work of any dwelling shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially

completed and no such building or structure shall be occupied during the course of the original exterior construction.

Section 13. Approval of Declarant: How Evidenced. Whenever, in this article approval of the Declarant is required, such approval shall be in writing.

Section 14. Denial by Declarant: How Evidenced. Denial of the application filed pursuant to this Article shall be deemed for purposes of Appeal to have occurred ten (10) business days after the written application for approval has been filed with the Declarant if not earlier denied in writing. If an application is denied, then the plan deficiencies will be itemized and given to the Owner or Tenant for his/her review and written response.

Section 15. Compliance. All improvements must comply with City of Litchfield ordinances, specially, the zoning ordinance.

## **ARTICLE V. USE RESTRICTIONS**

The use and occupancy of Lots and dwellings in the Subdivision are subject to the following restrictions:

Section 1. Each Lot shall be used for residential purposes only.

Section 2. No business of any kind shall be conducted in any residence with the exception of business conducted by its residents provided that no customers, clients, business associates, or invitees, are present at the residence.

Section 3. No nuisance, noxious or offensive activity shall be conducted on any Lot or common ground.

Section 4. No sign of any kind shall be displayed to public view on a Lot or the common area, if any except customary name and address signs and the signs of not more than five (5) square feet in size advertising a residence on said Lot for sale or lease.

Section 5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the common area, if any. However, dogs, cats, and other household pets may be kept subject to such rules and regulations as may be adopted by the Declarant so long as they are not kept, bred, or maintained for commercial purposes and so long as they are housed inside the dwelling or garage. Excessive barking that creates a nuisance is not permitted.

Section 6. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or on the common area, if any, except in sanitary containers located in the garage of the residence, except on collection days and after sundown on the eve thereof, upon which said containers may be placed near the street for collection.

Section 7. No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any Lot unless it is a fence around a pool located on the Lot. Both the pool and fence must be approved by the Declarant prior to installation of the same.

Section 8. Nothing shall be altered, constructed on, or removed from the common area, except by written consent of the Declarant.

Section 9. The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the construction is fully completed and no such building or structure shall be occupied before the construction is substantially completed and an occupancy permit has been issued by Declarant. Construction shall be completed within twelve (12) months from the issuance of the building permit.

Section 10. After a residence is initially occupied, no excavation, except as may be incidental to landscaping and gardening, may be undertaken on said Lot without the prior written approval of the Declarant.

Section 11. Immediately after construction, repair, or alteration/improvement of a residence, and as soon as the season permits, all areas in which there is newly moved earth must be seeded or sodded and suitably landscaped. A continuously neat appearance of the ground must be maintained, including yard and the portion of street right-of-way adjacent to the Lots.

Section 12. Satellite dishes measuring two (2) foot in diameter or less or solar panels may be mounted or installed on any residence out of public view but the placement of the dishes or panels must be approved by the Declarant and may only be installed after the issuance of a permit from Declarant. No other external antenna systems will be permitted.

Section 13. No portion of a Lot, driveway, street or other location outside of the exterior wall of the garage may be used for purposes of blocking, jacking, maintaining or repairing any automobile, van, trailer, truck or other vehicles.

Section 14. No trailer, camper, motor home, commercial vehicle or recreational vehicle, may be kept, parked or stored overnight on a street, on the Common Area or on any Lot, or driveway except within the garage.

Section 15. Permanent parking on the street is prohibited.

Section 16. No car, motorcycle, boat, trailer, truck or motor vehicle of any kind whatsoever shall be stored or allowed to remain overnight on any Common Area or any Lot or on the street overnight.

Section 17. Nothing shall be stored on the Lot, without written consent of the Declarant, except neatly stacked firewood for use by the resident of the Lot at the rear of the Lot or adjacent to the back wall of the residence. Mulch, rock, sand, or other piles of debris should be completely removed from public view within two weeks.

Section 18. All exterior lighting, including without limitation directional lighting, shall be located so as not to unreasonably interfere with any other Lot Owner's or Tenant's use of his property, and shall not be constructed without written consent of the Declarant.

Section 19. No shrubs, bushes, flowers, plants, trees, or other vegetation except grasses, may be planted or maintained within five (5) feet of any Lot, boundary, except trees already



growing at such a location on the date of execution of this document, providing that tree branches at least seven feet above grade may overhang such area.

Section 20. No Owner or Tenant may lease or sublease the Lot or Residence. Additionally, no Owner or Tenant may list or rent the Lot or Residence for short-term or long-term rental through Airbnb, VRBO, or similar third party service.

## **ARTICLE VI. OWNER AND TENANT OBLIGATIONS**

Section 1. Repairs to Improvement. Each Owner and Tenant shall, at his or her sole cost and expense, maintain and repair their residence, and other improvements, keeping the same in condition comparable to the condition of such residence and improvements at the time of their initial construction, excepting normal wear and tear. Each Owner or Tenant shall at their sole cost and expense take all action necessary to prevent the residence and improvements from becoming dilapidated, unsightly, or ill-maintained due to ordinary wear and tear.

Section 2. Construction of Lot. During construction, the Lot Owner or Tenant is responsible for insuring that the builder keeps the lot or construction area in a presentable and safe manner. Owner or Tenant must protect the land set aside for the septic system disposal area during the construction of the residence and system by means of temporary fencing or other suitable barrier.

Section 3. Erosion. Owners and Tenants must maintain and prevent erosion of the Lot and of the lake shoreline abutting the Lot.

## **ARTICLE VIII. OWNER'S OBLIGATION TO REBUILD**

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner or Tenant thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs, unless prevented by causes beyond the control of the Owner or Tenant. Owner and Tenant acknowledge that the reconstruction must be in accordance with Article III of this Declaration. If Owner or Tenant fails to undertake the reconstruction in accordance with this Article, within six (6) months after the damage occurs, Declarant shall have the right and option to repurchase the Lot in accordance with the repurchase terms in the Lease, remove the remainder of the structure and deduct it from the repurchase price, or remove the remainder of the structure and seek repayment for any and all related costs from Owner or Tenant.

## **ARTICLE IX. GENERAL PROVISIONS**

Section 1. Each Owner and each Tenant agree to be bound by this Declaration and any amendments thereto and by all Rules and Regulations enacted by the Declarant, whether or not it shall be so expressed in the deed by which the Owner took an interest in the Lot or in the Lease or other instrument by which tenant hold possession of said Residence. Additionally, each Owner and each Tenant agree that if there is any conflict between this Declaration and with a City of Litchfield ordinance, the ordinance shall be operative.

Section 2. Enforcements. Declarant shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any suit is successful in obtaining enforcement by court order or agreement of the parties, the offending Lot Owner or Tenant shall pay all necessary and reasonable attorney's fees and court costs to the proponent, in addition to correcting the matters enforced.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Notices. Notices required by this Declaration shall be given by mailing said notice via first class, U.S. Mail, postage prepaid, to the last known address of the addressee. Notice shall be deemed to be received on mailing.

Section 5. Amendments. Except as otherwise stated specifically herein, the provisions of this Declaration may be amended by a document executed by Declarant and recorded with the Montgomery County Recorder of Deeds office.

Section 6. Indemnification. The Declarant, its employees and officers shall not be individually or personally liable for the debts, liabilities or obligations of the Subdivision.

Section 8. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefits of and be enforceable by the Declarant for a period of sixty (60) years from the date thereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the Declarant.

## **ARTICLE X. CITY ORDINANCES**

All land use rules and regulations governing property within the City of Litchfield limits shall extend and apply to the use of the Subdivision.