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EFFINGHAM COUNTY, IL
KERRY J. HIRTZEL, COUNTY RECORDER
10-23-2017 At 02:01 pm
PLAT 4382-A 94.00
OR Vol 3342 Page 134 - 150
RHSP Fund 9.00

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**CERTIFICATE OF PLATTING AND CERTIFICATE
OF RESTRICTIONS AND COVENANTS**

The undersigned, **Village of Teutopolis, Illinois**, (hereinafter referred to as the "Owner")

being the legal owner of the following described real estate, to-wit:

The East Half (E½) of the East Half (E½) of the Southeast Quarter (SE¼) of Section Twenty-Four (24), Township Eight (8) North, Range Six (6) East of the Third Principal Meridian, Effingham County, Illinois being more particularly described as follows:

Beginning at an existing iron pin monumenting the Northwest corner (NW/c) of the East Half (E½) of the East Half (E½) of the Southeast Quarter (SE¼) of Section Twenty-Four (24), Township Eight (8) North, Range Six (6) East of the Third Principal Meridian in Effingham County, Illinois;

Thence S 88° 55' 51" East 653.70 feet to an iron pin set at the Northeast Corner (NE/c) of the Southeast Quarter (SE¼) of said Section Twenty-Four (24);

Thence S 00° 22' 29" West 2673.14 feet to an existing iron pin monumenting the Southeast Corner (SE/c) of said Section Twenty-Four (24);

Thence N 88° 13' 48" West 658.33 feet to an iron pin set at the Southwest Corner (SW/c) of the East Half (E½) of the East Half (E½) of the Southeast Quarter (SE¼) of said Section Twenty Four (24);

Thence N 00° 28' 15" East 2665.03 feet to the Point of Beginning, containing 40.19 acres,

(hereinafter referred to as the "Premises"), has caused the Premises to be surveyed by Connor & Connor, Inc. and has subdivided the Premises into lots, streets, and easements as indicated on the annexed plat (hereinafter referred to as the "Plat") bearing the Certificate of John A. Stone, I.P.L.S. No. 3689 under date of September 6, 2017, said subdivision to be known as:

PRAIRIE VIEW SUBDIVISION

The undersigned does also hereby dedicate and set apart the street and utility easements indicated on said Plat to the use of the general public forever for purposes of installing, laying, constructing, repairing, maintaining, and operating public streets, sidewalks, drains, storm sewers, sanitary sewers, gas mains, water mains, electric lines, cable TV lines, fiber optic cable, and telephone lines and appurtenances thereto and other public utilities, in on, over through and across the said street and utility easements indicated on said Plat; reserving unto the Grantor the right and privilege to place and maintain signs and landscaping within the boulevard as shown on the Plat. All such utility services shall be placed underground.

A person exercising any of the easement rights granted hereunder shall have the right to authorized persons to construct, occupy, maintain, use, repair, and reconstruct streets, drains, utilities and appurtenances thereto within said easement and to maintain said easement free from buildings, fences, structures, and obstructions of any kind whatsoever which actual obstruct or unreasonable interfere with said person's easement rights. No person shall obstruct said easement. No vegetation, except for grass, shall be planted in the drainage easement areas or the ingress/egress easement areas. The owner of easement rights granted hereunder shall not allow or permit the disposal, placement, release or escape of junk, garbage, materials, or Hazardous Substances as defined under applicable law, nor shall such owner commit any act in violation of applicable environmental law, or to commit

any act in violation of these covenant and restrictions contained herein. Acceptance of the foregoing grants shall bind such party to comply with the obligations set forth herein.

To the best of the undersigned's knowledge, as of the date of this Certificate of Platting the real estate described herein is located within the boundaries of Teutopolis School District; however, due to the fact that school district boundaries change from time to time, all persons are hereby put on notice that they should not rely on this statement, but should make an independent investigation of the boundaries of Teutopolis School District, Unit 50.

RECITALS

Whereas, each and every one of these covenants, conditions, reservations and restrictions (which said terms in the context of this instrument shall be deemed interchangeable) is and all are the benefit of each owner of each and every parcel or subdivided lot of the Premises described herein, or any interest therein, and shall inure to and pass with each and every parcel or subdivided lot of said Premises, shall run with the land, and shall bind the respective successors in interest of the present owner thereof; and,

Whereas, it is the intent of the undersigned to subdivide and develop the Premises within the context of a general plan and scheme of development whereby persons may purchase subdivided lots of the Premises for construction and development of single family residences, said residences and appurtenances thereto to be constructed in a harmonious manner consistent with the overall character of development of the Premises.

Now therefore, the following restrictions are hereby established and shall apply with full force and affect to all Lots of Prairie View Subdivision:

RESTRICTIONS

1. **Setback Lines:** Any and all buildings and structures built on the Premises shall comply with Chapter 154 of the Village of Teutopolis, Illinois, Code of Ordinances, as amended from time to time.

2. **Off Street Parking and Driveways:** Off street parking shall be required in sufficient amount to allow a person owning a subdivided lot of the Premises to park any and all motor vehicles reasonably anticipated to be regularly parked on such part of the Premises. A person owning a subdivided lot of the Premises shall provide a private driveway off of the public street to that person's property for purposes of serving such subdivided lot. All private driveways shall, at a minimum, be constructed of concrete, asphalt or brick materials to support vehicular traffic, be a minimum width of twenty feet (20') and include a minimum attached two (2) car garage.

3. **Homes and Residential Structures:** Any and all buildings and structures intended to be used for or actually used for residential purposes on the Premises:

- A. Shall not be constructed of asbestos siding, ribbed sheet siding, roll roofing, roll siding, tar paper, tin or iron sheeting, concrete block, nor with second-hand or used materials. Any other metal siding not listed herein requires prior approval of the Architectural Committee.
- B. Foundation shall be poured concrete constructed on the Premises.
- C. Shall not exceed a height of thirty feet (30') above wall foundation without prior written approval of the Architectural Committee.
- D. Shall be completed within one (1) year of purchasing the lot.
- E. Shall have a minimum square footage of one thousand five hundred (1,500) square feet ground level, exclusive of garages, porches, decks and basements.

- F. Shall not be duplexes, triplexes, or other multiple-dwelling unit structures.
- G. Shall not be round or domed in structure.
- H. Shall be supplied with proper sewage facilities, public utilities, and public water service.
- I. Shall be landscaped and seeded to grass.
- J. No trees or large shrubs shall be planted within fifteen feet (15') of public sidewalks.
- K. No fence or other structure shall be erected altered, placed or permitted to remain on any lot without the prior, written approval of the Architectural Committee. Chain link fencing is prohibited in any circumstances.
- L. No temporary structure, camper, motor home, tent, garage, or outbuilding shall be used as a residence. No basement (in earth) homes shall be constructed on the Premises.
- M. All structures shall be constructed in compliance with the directives of the Architectural Committee as stated herein.
- N. No signs shall be placed on the Premises except that one sign, which is no greater than two square feet in size and no greater than four feet in height and which only advertises the subdivided lot for sale or advertises the builder of a structure on a subdivided lot during construction and sale of such structure, may be placed on a subdivided lot of the Premises.
- O. No mobile homes, trailers, modular homes, manufactured homes, prefabricated homes, factory-built or factory-made homes, buildings or structures shall be constructed or otherwise be placed upon the Premises. All homes shall be stick built. Prefabricated or pre-engineered wall sections and roof trusses set by contractor on subfloor that is to be built on site are subject to prior approval of the Architectural Committee.

P. No exterior wood burning furnaces or stoves shall be constructed or otherwise be placed upon the Premises.

Q. The house number must be displayed on the front of each single family residential structure with numbers being a minimum of four inches (4") in size and in a contrasting color.

4. **Sanitary and Sewer Service:** Each subdivided lot of the Premises, at a minimum, shall be served by proper public sanitary sewer services.

5. **Exterior Lighting:** All exterior lighting shall be decorative, and shall be placed on decorative posts, and shall not be placed on rough-cut or rough-hewn wooden poles or telephone poles; notwithstanding the foregoing exterior entrance lighting, pathway low voltage lights, home accent lighting and/or security lights. No person(s) shall deviate from the standards provided for exterior lighting set herein on any subdivided lot of the Premises without first obtaining permission from the Architectural Committee. In no event shall any exterior mercury vapor lighting be allowed anywhere on the Premises.

6. **Subdividing:** No single subdivided lot on the Premises shall be subdivided further; and may not be combined with adjoining property to form a larger single subdivided lot.

7. **Drainage:** No person shall alter or unreasonably restrict or unreasonably increase the natural flow and drainage of surface water runoff.

8. **Use of the Property:** The Premises shall be used only for:

A. Single-Family Residential purposes.

B. A person owning a subdivided lot of the Premises must construct a single family residential structure and may also construct one (1) accessory building, exclusive of a garage attached to the residential structure. The term accessory building shall include unattached

garage, shed, building, or other similar structure. Such accessory building shall not exceed one-thousand two hundred (1,200) square feet in size. All accessory buildings constructed on the Premises shall be approved by the Architectural Committee, as provided herein, prior to the beginning of construction. No accessory building shall be larger than one story in height, excluding a basement, if any. An accessory building shall not be constructed of asbestos siding, ribbed sheet siding, roll roofing, roll siding, tar paper, tin or iron sheeting, concrete block, nor with second-hand or used materials. Any other metal siding not listed herein requires prior approval of the Architectural Committee. The accessory building shall conform aesthetically with the exterior construction of the single-family residential structure. Foundations for an accessory building shall be poured concrete constructed on the Premises.

C. The Premises shall not be used for commercial or business purposes, except a home business not to exceed 400 square feet within any residence. There shall be no perceptible noises, odor, smoke, electrical interferences or vibrations emanating from such home business.

D. Any and all boats, tractors, lawnmowers, lawn care equipment, wagons, trailers, campers, motor homes, snowmobiles, motorcycles, and all other recreational vehicles shall be stored in an enclosed garage or enclosed accessory building built to the standards as stated herein.

E. No oil drilling, oil development operations, oil refining, quarrying, soil stripping, or mining operations of any kind shall be permitted upon or in any lot, and no oil well, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any lot. 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 alternation of a building on such Premises and excavation or grading incidental thereto.

9. **Livestock and Animals:** No animals, snakes, horses, swine, poultry or other livestock and no dangerous or wild animals shall be allowed on the Premises, except for the following animals provided they are not kept, bred, or maintained for any commercial purpose:

A. Two (2) or fewer domestic pets (dogs, cats and similar domesticated pets) of any breed per subdivided lot of the Premises. No animal shall be allowed which disturbs the peace by loud noises at any time of the day or night. All animals shall be confined to the subdivided lot of the Premises of the owner of the animal unless said animal is leashed.

10. **Garbage:** No person shall dump, place, fill, or allow to accumulate any garbage, refuse, trash, junk, debris, junk, unmovable or inoperable motor vehicles. No motor vehicle shall be repaired on the Premises unless such repair work occurs within an enclosed garage or accessory building constructed to the standards contained herein. All garbage, trash or refuse shall be kept in sanitary containers pending removal from the Premises. No incinerators or disposal equipment of any kind shall be kept on the Premises. No person shall operate a landfill, private or public, for the disposal of waste materials, garbage, debris or refuse whether generated on the Premises or elsewhere. No person shall allow the growth of noxious weeds. No person shall commit any offensive activity upon the Premises which may be or may become an annoyance or nuisance to the neighborhood.

11. **Severability:** Invalidation of any one of these covenants by judgment of a court of competent jurisdiction shall in no way affect any of the other provisions contained herein, all of which shall remain in full force and effect.

12. **Term:** These covenants shall run with the land and shall be binding on all parties owning subdivided lots or parcels within the Premises, and all persons claiming under them, for a term of 25 years from the date of recording, at which time said covenants shall be automatically extended for successive periods of ten years unless, by a vote of at least seventy (70%) percent of the owners

of subdivided lots or parcels within the Premises, it is agreed to change, release or amend said covenants in whole or in part. At any time, seventy (70%) percent of the owners of the subdivided lots of the Premises shall have the authority to change, amend or release all or any part of the restrictions contained herein. Any changes in the provisions of this indenture shall be evidenced in writing and by the recording of the same in the proper office.

13. **Enforcement & Liens:** The Architectural Committee, each lot owner, and the Owner shall have standing to enforce these terms, conditions, covenants and restrictions contained herein. Any person authorized to enforce the terms, conditions, covenants and restrictions contained herein may seek any and all remedies available to such person at law or in equity, including specific performance, declaratory and injunctive relief. All such enforcement actions shall be brought in Effingham County Circuit Court, Effingham, Illinois. The prevailing party in any such law suit brought to enforce the terms, conditions, covenants and restrictions contained herein shall also be entitled to recover from the non-prevailing party any and all costs, expenses, and reasonable attorney fees incurred by the prevailing party in such law suit. Any and all owners of the Lots in Prairie View Subdivision, subsequent additions thereto to be platted as part of a larger development at a later date, by accepting title to any such lot, do thereby consent to the placing, attachment and recording of a lien on the title to any such lot by the Village of Teutopolis in an amount equal to any unpaid assessment or due authorized hereunder, or for an amount equal to any lawful judgment awarded to the Village of Teutopolis by a court of competent jurisdiction in any action brought by the Village of Teutopolis to enforce the terms, conditions, covenants and restrictions set forth herein, plus reasonable attorneys' fees, costs and expenses incurred in the enforcement and foreclosure of such lien. The Village of Teutopolis is hereby authorized to assess, attach and record, and thereafter enforce and foreclose, a lien on the title to any such lot in an amount equal any unpaid assessment or due authorized hereunder,

or for an amount equal to any lawful judgment awarded to the Village of Teutopolis by a court of competent jurisdiction in any action brought by the Village of Teutopolis to enforce the terms, conditions, covenants and restrictions set forth herein, plus reasonable attorneys' fees, costs and expenses incurred in the enforcement and foreclosure of such lien.

14. **Architectural Committee:** An Architectural Committee is hereby formed for the purpose of maintaining compliance with these restrictions and maintaining the general character of the Premises. Said Architectural Committee shall review and approve or deny any and all site plans for the construction of any structure, home, building, garage, accessory building or outbuilding. The Architectural Committee shall initially consist of the Teutopolis Village Board Economic Development Committee, the Teutopolis Village Building Official and The Teutopolis Village Economic Development Coordinator.

15. **Site Plan Approval:** Prior to any construction of any building, home, accessory building or any other structure, a person desiring to construct any such building, home, accessory building or any other structure, whether a house, building, barn, garage, or out-building, such person shall file a site plan with the Architectural Committee for review. Said site plan shall depict:

- A. North point;
- B. Scale;
- C. Date;
- D. Boundaries of the property involved;
- E. Location of all public and private easements and utility and water lines, and existing streets;
- F. Topography of the project area with contour intervals of five feet or less unless waived by the Architectural Committee;

- G. Location of culverts, drains, ditches and other drainage mechanisms;
- H. Location of sanitary/sewer lines; and,
- I. Location, size, and character of proposed project and proposed structures, including but not limited to, floor plans, landscaping plans, and exterior profile drawings; and,
- J. Such other information, documents, drawing, or diagrams requested by the Architectural Committee, including plans and diagrams showing exterior lighting; and,
- K. The name, telephone number and address of the person proposing the site plan.

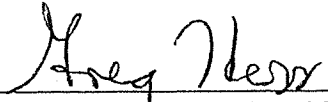
The Architectural Committee shall review the site plan and shall hold a hearing within thirty (30) calendar days of receiving the site plan, and shall serve regular mail notice stating the date, time and place of such hearing upon the person proposing the site plan at that address stated on the site plan as required under subparagraph L above, which such notice shall be the only notice required. The person proposing the site plan shall appear before the Architectural Committee and submit him or herself for questions. Failure to appear shall result in denial of the site plan. The Architectural Committee shall, in its sole discretion, approve or deny the site plan within ten (10) days of said hearing. Said approval or denial of such site plan shall be in writing, unless waived by the person proposing the site plan, and shall explain the reasons for the denial or approval. An approval or denial shall be based on the site plan's conformance with these restrictions, the general health, safety, and welfare of the owners of the subdivided lots of the Premises, and the conformance of the site plan with the general architecture and character of the surrounding subdivided lots and the Premises.

IN WITNESS WHEREOF, this certificate has been executed on the date set forth below.

The undersigned being first duly sworn, hereby affirm that as of the 18 day of

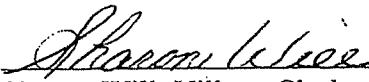
October, 2017.

VILLAGE OF TEUTOPOLIS, ILLINOIS,
a municipal corporation



Greg Hess, Village President

ATTEST:

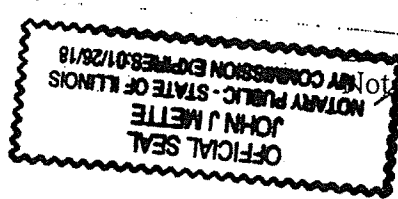
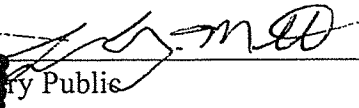


Sharon Will, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF EFFINGHAM)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that Greg Hess, personally known to me to be the Village President of the VILLAGE OF TEUTOPOLIS, ILLINOIS, a Municipal Corporation, and Sharon Will, personally known to me to be the Clerk of said municipality, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Clerk, they signed and delivered the said instrument as Village President and Clerk of said municipality, and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18 day of Oct, 2017.

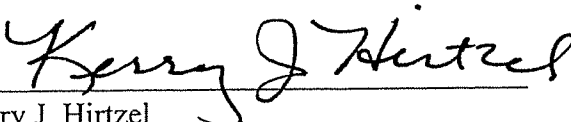
 

Notary Public

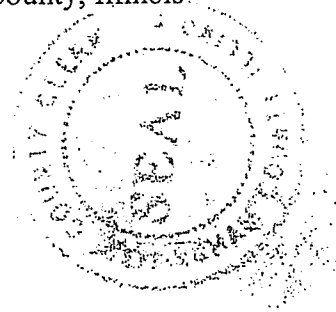
STATE OF ILLINOIS)
) SS.
COUNTY OF EFFINGHAM)

I, Kerry J. Hirtzel, County Clerk in and for said County and State aforesaid, do hereby certify that I have examined the records and find no delinquent general taxes, unpaid current general taxes, delinquent special assessments, or unpaid current special assessments against the tract of land described in the annexed Plat.

Dated this 23rd day of October, 2017.



Kerry J. Hirtzel
County Clerk of Effingham County, Illinois



TAYLOR LAW OFFICES, P.C.
122 E. Washington
P.O. Box 668
Effingham, Illinois 62401

RESOLUTION NO. 598

A RESOLUTION APPROVING A FINAL SUBDIVISION PLAT AND CERTIFICATE OF PLATTING AND CERTIFICATE OF RESTRICTIONS AND COVENANTS FOR PRAIRIE VIEW SUBDIVISION

WHEREAS, the Plan Commission of the Village of Teutopolis, Effingham County, Illinois, has submitted its Certificate No. 17-3, finding that the final plat of survey submitted by the Village of Teutopolis, Illinois, is in compliance with all of the requirements of Title XV of Chapter 153 the Village of Teutopolis, Code of Ordinances pertaining to subdivisions; and,

WHEREAS, the President and Board of Trustees have carefully considered all the findings and facts presented concerning said final plat and are fully informed of the recommendations of the Plan Commission and their noted exceptions, if any; and,

WHEREAS, the public's interest in a controlled expansion of the Teutopolis municipal area requires reasonable standards for the continuing expansion and increase in land use.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TEUTOPOLOIS, EFFINGHAM COUNTY, ILLINOIS:

Section 1: That the final plat of survey dated September 06, 2017, submitted by the Village of Teutopolis, Illinois, to the President and Board of Trustees of the Village, be and the same is hereby approved for recording in the Office of the Recorder of Deeds of Effingham County, Illinois.

Section 2: That the President and Clerk are hereby authorized to endorse the approval of the Board of Trustees for recording on the face of the original counterpart of the aforesaid final plat of survey.

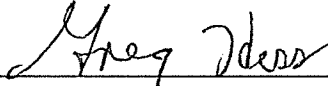
Section 3: That the Clerk shall transmit the original counterpart of the aforesaid final plat of survey and a certified copy of this Resolution to the party or parties who heretofore submitted the aforesaid final plat of survey.

Section 4: That the Certificate of Platting and Certificate of Restrictions and Covenants for Prairie View Subdivision, attached hereto as Exhibit A, be and is hereby approved,

and the Village President and Village Clerk are hereby authorized to execute said Certificate of Platting and Certificate of Restrictions and Covenants for Prairie View Subdivision.

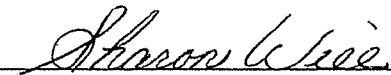
Presented, passed, adopted and approved this 18th day of October, 2017.

YEAS: 6
NAYS: 0
ABSENT: 0



Greg Hess, Village President

ATTEST:



Sharon Will, Village Clerk

CERTIFICATE OF APPROVAL
OF
FINAL PLAT NO. 17-3

TO: President and Board of Trustees
of the Village of Teutopolis, Illinois

This is to certify that the Village of Teutopolis, Illinois, who purports to be the owner and proprietor of the real estate described in the attached final plat of survey, has complied with all of the requirements of Title XV of Chapter 153 the Village of Teutopolis, Code of Ordinances pertaining to subdivisions, except as may be noted below.

EXCEPTIONS: None.

RECOMMENDATIONS: None.

WHEREFORE, The Plan Commission recommends to the President and Board of Trustees of the Village of Teutopolis that they approve of the attached final plat of survey for recording in the Office of the Recorder of Deeds of Effingham County, Illinois, in the manner provided by law.

APPROVED: September 13, 2017.

PLAN COMMISSION
VILLAGE OF TEUTOPOLIS, ILLINOIS

By: Dan Koelbecker
Chairman

ATTEST:

Jellie White
Secretary

