

DISCLAIMER

The following ***unofficial*** document incorporates all amendment to the Protective Covenants – First Edition for “Walden Pond Estates” Subdivision, dated August 8, 1998, recorded October 6, 1998, Book 438, Page 621, Document Number 290544 in the Recorder’s Office of Piatt County, Illinois, that have been duly adopted as of **September 2020**.

The intent is to present homeowners a comprehensive document that provides both the original covenants and approved amendments as they are intended to be incorporated for ease of reference. If a provision of the protective covenants has been amended, deleted, or replaced entirely, the authorizing document and effective date is noted in parenthesis.

Any legal interpretations or disputes of any provision of the referenced covenants is governed by the ***official*** copy of the Protective Covenants – First Edition for “Walden Pond Estates” Subdivision, dated August 8, 1998, recorded October 6, 1998, Book 438, Page 621, Document Number 290544 in the Recorder’s Office of Piatt County, Illinois, and any authorized amendments that have been subsequently adopted and filed with the Recorder’s Office of Piatt County, Illinois.

PROTECTIVE COVENANTS

FOR “WALDEN POND ESTATES” SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS

Walden Pond Estates Subdivision, a joint venture, being the developer of the land described in Section I of this declaration and being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to benefit of and pass with said property, and each and every parcel owner shall apply to and bind the undersigned, and their successors and assigns, hereby declare that the property described in Section I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

SECTION I

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the condition, restrictions, covenants, reservations, and charges with respect to the various portions thereof set forth in the several sections and subdivisions of this declaration is more particularly described as follows:

LEGAL DESCRIPTION ATTACHED AS “EXHIBIT A”

SECTION II

To insure the best use and most appropriate development and improvement of each lot, to protect the owners of each lot against such improper use of surrounding land as will depreciate the value of their property, to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportional structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations hereof on each lot; to secure and maintain proper setbacks from streets and adequate free spaces between structures and in general to provide adequately for a high type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of the lots therein, the real estate described in Section I hereof and hereby subject to the following conditions, restrictions, covenants, reservations and charges, to wit:

1. Lots 1 through 99 shall be used for single family residence purposes. There shall not exist on all lots at any time more than one single family residence. Any rental property must be maintained and kept from becoming in a state of disrepair. Any costs incurred by the HOA to achieve this will be paid in full by the homeowner. Furthermore, unless otherwise previously arranged, any costs incurred by the renter will be reimbursed in full by the homeowner. All rental agreements must be kept on file with the HOA Secretary, which must include duration of rental period, rental cost, and up-to-date name, address, telephone number, and email address for the property owner.
(As amended effective 12/19/2018, by Third Amendment to Walden Pond Estates Protective Covenants – First Edition)
2. No residence shall contain, exclusive of basement, open porches and garages, a ground floor area of not less than 1,800 square feet for a one story dwelling, 1500 square feet first floor area for a one and one-half story dwelling, and 1,000 square feet first floor for a 2-story dwelling. All multi story homes must have a minimum total of 2000 square feet. Each garage must at a minimum provide space for at least two cars and must be attached to the dwelling. Final determination of this covenant shall be approved by the Architectural Control Committee.
(As amended effective 2/22/2006, by Amendment to Walden Pond Estates Protective Covenants – First Edition)
3. All lots will have a setback line as shown on the final plat (unless approved by the Architectural Control Committee and the City of Monticello). Each residential dwelling shall face a subdivision street. All driveways shall be paved with concrete.
4. All utilities, including telephone, electric and television cables other than for temporary service during construction shall be under-ground.
5. No satellite dishes shall be erected in public view from the front of the residence.

6. No above-ground swimming pools shall be permitted on any building site. In-ground pools shall be permissible, provided, however, that any fence enclosing such in-ground pool shall be subject to prior approval by the Architectural Control Committee.
7. In order to preserve the view for all owners of property in Walden Pond Estates, Lots 19 through 30 inclusive and Lots 83 through 99 inclusive shall be prohibited from erecting or constructing any rear yard fence except of the open wrought iron type and shall be prohibited from installing any hurricane fence, chain link fence or board on board wooden fence in the rear yard. This restriction shall also apply to any lot or building site in any future plat of Walden Pond Estates which abuts, adjoins or is coterminous with the shoreline of any lake.

Board on board wooden fences or other types of closed fences approved by the Architectural Control Committee may be constructed on any building site in Walden Pond Estates not abutting, adjacent to or coterminous with the shoreline of any lake. No metal fence, hurricane fence or chain link fence shall be permitted other than the open wrought iron type set forth in the preceding paragraph.

All fences of whatever type and whatever nature and wherever located shall be approved by the Architectural Control Committee prior to commencement of construction.

8. [REMOVED]
(As authorized effective 12/19/2018, by Fourth Amendment to Walden Pond Estates Protective Covenants – First Edition)
9. No television antennae or similar device used for television or radio reception or transmission shall be placed or located upon any building site nor attached to any building or any structure adjacent to any building.
10. No kennel, dog run or similar structure shall be located upon any building site.
11. No building, including detached structures, temporary or permanent, shall be erected, driveway constructed, swimming pool installed, television antenna or tower installed, or transformers and distribution pedestals same altered or relocated until the construction plans and front elevation, specification and plat plan showing the location of such improvements or structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony and color of external design with existing structures and as to location with respect to topography and finished grade elevation. In an attempt to obtain harmonious exterior appearances, no dwelling may use the same exterior design or color scheme as any other dwelling located within 400 feet in any direction without the approval of the Architectural Control Committee. Grade lines shall be in conformity with adjacent lots and shall not interfere with the drainage from the adjoining lots. No fence or wall shall be erected, placed or altered

without prior approval of the Architectural Control Committee. A majority of the Committee may designate a representative to act for them. In the event of the death or resignation of any member of the Committee, the remaining members or member shall have full authority to designate successors. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event said Committee, or its designated representative, fails to approve or disapprove, in writing, any request required to be submitted to the committee within 30 days after the plans and specifications or plot plans or other requests have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty days after construction is commenced or prior to the completion thereof (whichever period is longer), such approval will not be required; and this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to any violation of the requirements of paragraph 1 through 10 of these Protective Covenants).

(As amended effective 12/19/2018, by Fifth Amendment to Walden Pond Estates Protective Covenants – First Edition)

12. All construction must be diligently pursued to completion within a reasonable period but in no case to exceed one (1) year. No building shall be occupied for living purposes which is not functionally complete in detail as to the exterior, nor shall any building materials, paint, or building equipment be exposed to the public view if occupied as a dwelling. No structure of a temporary character trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence either temporarily or permanently.

13. The owner of any vacant lot shall keep said lot mowed and maintained with City requirements. The owner of two adjoining lots, shall be exempt from the requirements of (12) above requiring construction of a residence within one year as long as the title to both lots is, and remains, identical. This exemption shall not be construed as a waiver of any other covenant, or any requirement relating to the installation of sidewalks.
(As amended effective 2/22/2006, by Amendment to Walden Pond Estates Protective Covenants – First Edition)

14. Easements for installation and maintenance of utilities, storm sewers and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or easements. The easement 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 by virtue of the plat of said subdivision has assumed that responsibility. An easement is hereby reserved for telephone and electric lines to extend underground which shall be located on the utility easement or on the public highway across any property in the subdivision to serve improvements on other properties in the subdivision.

15. The topography and finished grade elevation of each home site must be consistent and complimentary with the grade line and elevation of the other home sites in the subdivision. Final determination as to the first floor elevation shall be made by the Architectural Control Committee. In no case will the first floor elevation be less than 30” higher than the average elevation along the back of the curb in front of the property.
16. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
17. No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
18. No animals, livestock or poultry of any kind shall be kept on the property. Household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes. No pets shall be kept on any lot until such lot is improved with a habitable dwelling.
19. No spirituous, vinous, or malt liquors shall be sold or kept for sale on said premises without written permission of the Board of Directors.
20. No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
21. [REMOVED]
(As authorized effective 12/19/2018, by Sixth Amendment to Walden Pond Estates Protective Covenants – First Edition)
22. No one shall alter the ponds as they are shown on the final plat without the approval of the Architectural Control Committee and the City of Monticello.
23. The Architectural Control Committee shall have the power to reduce minimum dwelling size requirements where the size, shape and location of the lot warrants such variance in the opinion of the Architectural Control Committee.
24. During any construction or alteration required to be approved by the Architectural Control Committee, any member or the Architectural Control Committee, or any agent of such Committee, shall have the right to enter upon and inspect during reasonable hours, any building site embraced within said subdivision and the improvements thereon, for the

purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

25. The approval of the Architectural Control Committee of any plans and specifications, plot plan, grading or other plan or matter requiring approval as herein provided, shall be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. **NEITHER THE SAID COMMITTEE NOR ANY MEMBER THEREOF, NOR THE PRESENT OWNER OF SAID REAL ESTATE, SHALL BE IN ANY WAY RESPONSIBLE OR LIABLE FOR THE LOSS OR DAMAGE, FOR ANY ERROR OR DEFECT WHICH MAY OR MAY NOT BE SHOWN IN ANY PLANS AND SPECIFICATIONS OR ON ANY PLAT OR GRADING PLAN, OR PLANTING OR OTHER PLAN, OR ANY BUILDING OR STRUCTURE OR WORK DONE IN ACCORDANCE WITH ANY OTHER MATTER, WHETHER OR NOT THE SAME HAS BEEN APPROVED BY THE SAID COMMITTEE OR ANY MEMBER THEREOF, OR THE PRESENT OWNER OF SAID REAL ESTATE.**
26. All buildings erected on any building site shall be constructed of material of good quality suitably adapted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. Accessory buildings shall not be erected, constructed, or maintained prior to erection or construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.
27. During the course of construction all materials and equipment shall be stored only on the lot on which construction is under way, debris and waste involved in the construction shall be confined to the lot on which construction is under way and shall be removed from the premises each week or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning shall take place of debris, upon the premises. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times.
28. No person, firm, or corporation shall strip, excavate or otherwise remove soil for sale on for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.
29. The failure of the Architectural Control Committee, and building site owner or the present owner of said subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges 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, reservation, lien or charge.

30. No antennas, transmitting or broadcasting equipment, appurtenances thereto, or similar equipment, shall be placed stored kept or used upon lot at any time, either temporarily or permanently.
31. Mailbox and post must be consistent as determined by the Architectural Control Committee and the cost will be borne by the property owner.
32. In connection with roof design, rooflines must have a 5/12, or greater, pitch.
33. Upon occupancy, the owner, within 90 days, agrees to plant a minimum of one (1) two-inch diameter tree in the front yard. The Landscape Committee has published recommendations and guidance on the HOA website to assist homeowners in selecting trees and shrubs. The cost of said trees shall be borne by the property owner. The size of the full-grown tree shall not impede the use of the sidewalk. Additionally, the fruit of the tree shall fall on the homeowner's property.
(As entirely rewritten effective 12/19/2018, by Seventh Amendment to Walden Pond Estates Protective Covenants – First Edition)
34. All front and side yards shall be sodded within 90 days of obtaining the occupancy permit. The cost of the sod will be borne by the property owner.
35. [REMOVED]
(As authorized effective 12/19/2018, by Eighth Amendment to Walden Pond Estates Protective Covenants – First Edition)
36. No clothesline shall be placed on the property.

SECTION III

These covenants are to run with the land and shall be binding on parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by seventy percent (70%) of the then owners of the building sites had been recorded, each building site having one vote, agreeing to change said covenants in whole or in part.

SECTION IV

Each property owner will be required to be a member of the Walden Pond Estate Homeowners Association. Each member will be assessed an annual fee of not more than \$175 between January 1st and January 15th. Money from the Annual Assessment will be used by the Association for maintenance and upkeep of all common areas (including Boulevards and Ponds) within Walden Pond Estates. The Board of Directors of the Association will consist of a President, Vice-President, Secretary, and Treasurer. The board of Directors will be elected by the property owners with each property having no more than one vote. The board will hold quarterly meetings open to all property owners. Elections for board members will fall on the first Monday of June in the even numbered years. Upon the resignation of a board member, the remaining members will appoint someone to fill the vacant term. The Board will develop an annual budget that will ensure meeting of minimum operating expenses of the Association, and shall anticipate future capital expenditures in the upcoming fiscal year and beyond.

(As amended by Second Amendment to Walden Pond Estates Protective Covenants – First Edition; effective 12/15/2011)

SECTION V

The Association shall obtain public liability insurance covering all of the common areas and insuring the Association and the owners as its and their interests may appear in such amounts as the Association may determine from time to time; provided, however, that the minimum amount of coverage shall at no time be less than Five Hundred Thousand Dollars (\$500,000.00) for personal injury to any one person, and One Million Dollars (\$1,000,000.00) for personal injuries suffered in any one incident. Premiums for the payment of such liability insurance shall be assessed against the owners as part of the common area costs and allocated among all of the owners as provided herein. Each owner shall be responsible for obtaining and paying for his personal liability insurance.

All lot owners voluntarily assume all risks of accident or damage to their property and that of their family and guests while utilizing the facilities of Walden Pond Estates. They agree to hold harmless Walden Pond Estates, Incorporated, their officials and employees, from any claim, liability or demand of any kind for or on account of any such personal injury or property damage or loss of any kind which they, their family or guest, may sustain. Furthermore, said lot owners acknowledge that they will fully review the rules and regulations of Walden Pond Estates and, agree to conform to said rules and regulations. Said lot owners also agree to indemnify, defend and hold harmless Walden Pond Estates from any claim, liability or loss of any kind sustained by a third party resulting from the undersigned's acts or omissions or the acts or omissions of their family or guests.

SECTION VI

The Board of Directors of the Homeowner' Association shall be authorized and empowered to:

- A. Make and enforce reasonable rules and regulations governing the conduct, use and enjoyment of the properties.
- B. Impose reasonable fees which shall constitute a lien upon the building site of a member and/or suspend such member's right to use the common areas and the right to vote for not more than thirty (30) days or such time as a violation may continue and sixty (60) days thereafter for violation of this Declaration, the By-Laws or any rules and regulations which may have been dully adopted by the Association.
- C. Begin any action in any court on behalf of the Association and all owners to abate any nuisance or otherwise to protect the values and integrity of the community.

SECTION VII

The Board shall not impose a fine, suspend voting, begin court action or infringe upon any other rights of a member or other occupant for violation of rules unless and until the following procedure is followed:

- A. Demand. Written demand to cease and desist from any alleged violation shall be served upon the alleged violator specifying:
 - 1. The alleged violation; and
 - 2. The action required to abate the violation; and
 - 3. A time period, not less than ten (10) days, during which the violation is continuing, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing at the time the written demand is sent.
- B. Notice. Within six months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in executive session. The notice shall contain:
 - 1. The nature of the alleged violation; and
 - 2. The time and place of the hearing, which time shall be not less than ten (10) days from the giving of notice; and
 - 3. An invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and

4. The proposed sanction to be imposed.
- C. Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting, Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

SECTION VIII

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

SECTION IX

IN WITNESS WHEREOF, Walden Pond Estates, has caused its name to be affixed hereto this 8th day of August 1998.

WALDEN POND ESTATES

BY: s/ James M. Walden
James M Walden, President

EXHIBIT "A"

LEGAL DESCRIPTION

(See Certificate of Surveyor in the Protective Covenants – First Edition for “Walden Pond Estates” Subdivision, dated August 8, 1998, recorded October 6, 1998, Book 438, Page 631, Document Number 290544 in the Recorder’s Office of Piatt County, Illinois)