

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR LEGACY FIRST ADDITION**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

is made this \_\_\_ day of October, 2021, by the BMW TRUST, through its Trustee, Dennis R. Brand, hereinafter referred to as "Trustee";

**WHEREAS**, Trustee is the legal owner of the following described real estate (Lots 1 through 36 of Legacy First Addition) to wit:

PART OF U.S. SURVEY 720, CLAIM 516, TOWNSHIP 2 SOUTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 OF "LEGACY", REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS IN ENVELOPE 2-275A; THENCE NORTH 50 DEGREES 07 MINUTES 34 SECONDS WEST, ON AN ASSUMED BEARING, A DISTANCE OF 80.15 FEET TO A POINT; THENCE SOUTH 61 DEGREES 50 MINUTES 06 SECONDS WEST, A DISTANCE OF 1460.50 FEET TO A POINT; THENCE SOUTH 80 DEGREES 57 MINUTES 28 SECONDS WEST, A DISTANCE OF 138.83 FEET TO A POINT; THENCE NORTH 09 DEGREES 02 MINUTES 32 SECONDS WEST, A DISTANCE OF 224.90 FEET TO A POINT; THENCE NORTH 25 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 50 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE ALONG THE CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND AN ARC LENGTH OF 7.07 FEET, THE CHORD OF WHICH BEARS NORTH 63 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 7.07 FEET TO A POINT; THENCE NORTH 62 DEGREES 40 MINUTES 54 SECONDS EAST, A DISTANCE OF 6.38 FEET TO A POINT; THENCE NORTH 27 DEGREES 19

MINUTES 06 SECONDS WEST, A DISTANCE OF 184.81 FEET TO A POINT; THENCE NORTH 62 DEGREES 40 MINUTES 54 SECONDS EAST, A DISTANCE OF 180.00 FEET TO A POINT; THENCE NORTH 27 DEGREES 19 MINUTES 06 SECONDS WEST, A DISTANCE OF 70.24 FEET TO A POINT; THENCE NORTH 63 DEGREES 31 MINUTES 44 SECONDS EAST, DISTANCE OF 1251.74 FEET TO A POINT; THENCE NORTH 82 DEGREES 05 MINUTES 34 SECONDS EAST, A DISTANCE OF 70.48 FEET TO A POINT; THENCE SOUTH 08 DEGREES 38 MINUTES 36 SECONDS EAST A DISTANCE OF 55.21 FEET TO A POINT; THENCE SOUTH 81 DEGREES 11 MINUTES 04 SECONDS EAST, A DISTANCE OF 181.70 FEET TO A POINT; THENCE SOUTH 15 DEGREES 37 MINUTES 29 SECONDS EAST, A DISTANCE OF 113.68 FEET TO A POINT; THENCE SOUTH 08 DEGREES 48 MINUTES 56 SECONDS WEST, A DISTANCE OF 30 FEET TO A POINT; THENCE SOUTH 81 DEGREES 11 MINUTES 04 SECONDS EAST, A DISTANCE OF 53.23 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 555.00 FEET, AN ARC LENGTH OF 15.43 FEET, THE CHORD OF WHICH BEARS SOUTH 80 DEGREES 23 MINUTES 18 SECONDS EAST A DISTANCE OF 15.43 FEET TO A POINT; THENCE SOUTH 15 DEGREES 37 MINUTES 29 SECONDS EAST, A DISTANCE OF 33.62 FEET TO A POINT; THENCE SOUTH 12 DEGREES 01 MINUTE 06 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE ALONG THE CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 82.50 FEET, THE CHORD OF WHICH BEARS SOUTH 73 DEGREES 00 MINUTES 21 SECONDS EAST, A DISTANCE OF 82.40 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE WEST LINE OF LOT 4 SOUTH 21 DEGREES 58 MINUTES 12 SECONDS WEST, A DISTANCE OF 164.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.84 ACRES, MORE OR LESS.

and,

**WHEREAS**, the Trustee intends to sell the above-described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land, for the benefit of and enforceable by the Trustee, the land's future owners, and their heirs, successors, and assigns, and to provide an enforceable plan by the Homeowner's Association or governing body of said Legacy First Addition Subdivision.

**NOW THEREFORE**, in consideration of the mutual advantages to accrue to the Trust as well as to the future owners of the parcels to be conveyed from the subject premises, there is

hereby imposed on each parcel of the subject premises, and the “common ground” or property, the following easements, conditions, restrictions, reservations and limitations, to-wit:

1. **RESTRICTION PERIOD.** These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date when these covenants are recorded; after which time said covenants shall be automatically extended for continuing successive periods of thirty (30) years each, unless an instrument signed by the owners of seventy-five percent (75%) of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. **FULLY PROTECTED RESIDENTIAL AREA.** All lots in this subdivision shall be used exclusively for residential purposes and buildings accessory to the principal residence only. The rendering of commercial services, or the sale or manufacture of products from any structure is prohibited. Only intermittent, casual and irregular professional office-type services may be rendered from any dwelling, and no sign advertising same shall be permitted. Any business or occupation conducted on a lot in the Legacy First Addition Subdivision must comply with all city ordinances of Waterloo, Illinois.

3. **ARCHITECTURAL CONTROL.** No improvements including house additions, accessory buildings, pool, permanent basketball goals and/or fences shall be commenced, constructed, placed or altered on any lot or plot until the building plans including site plans, building locations, landscaping and specifications, and sufficient description for each allowed type of improvement have been in each instance submitted to the Trustee and in Trustee’s sole discretion approved in writing, such approval to cover landscaping, conformity and harmony of the external design of all the improvements with existing structures; specifications and principal exterior materials and color schemes; potential of the proposed improvement to obstruct the

views of other lots within reason; the location thereof in relation to lot lines, topography and grade; the location and character and method of utilization of all utilities, including water supply and sewage disposal; and the quality of workmanship and materials. Trustee agrees to use reasonable judgment in passing upon such submitted plans and descriptions but shall not be liable to any person for Declarant's actions in connection with submitted plans and descriptions.

The Trustee may, at his option, designate a Committee to be composed of three or more persons, or in the alternative, in the event that there shall have been formed a Homeowner's Association, Trustee may, at his option, assign in writing to the Committee or Homeowner's Association the powers and duties set out in this paragraph three (3).

**4. BUILDING LOCATIONS.**

a. No building or structure (including fences), or any part thereof, may be erected or maintained in the space outside the front building lines shown on the recorded plat.

b. Set back lines shall be in accordance with regulations of the City of Waterloo and the final plat for Legacy First Addition.

**5. CONTRACTOR APPROVAL.** To assure quality of workmanship and to maintain property values of homes within the development, all excavation and construction work (including but not limited to the home, pool, and any and all accessory buildings) constructed or placed within the subdivision shall be done by an approved building contractor whose proposal, references, and qualifications shall be submitted to the Trustee for approval, in his sole judgment, which approval shall not be unreasonably withheld. All such contractors shall submit a certificate of insurance prior to approval of their proposal. The approval of the planners or

contractor shall not give rise to any claim against Trustee for damages resulting from negligence or design defects.

**6. BUILDING SIZE, TYPE OF CONSTRUCTION AND QUALITY.**

a. One story residences shall be a minimum of one thousand, eight hundred square feet (1,800 sq. ft.). Two-story and 1½ story residences must have a minimum living space of one thousand, four hundred square feet (1,400 sq. ft.) on the first floor and two thousand square feet (2,000 sq. ft.) total. Lot 1 (duplex) shall have a minimum of one thousand, one hundred square feet (1,100 sq. ft.) for each unit of the duplex. The square footage requirements do not include finished basements.

b. All building plans, site plans, landscaping and elevations for buildings and accessory buildings shall require the approval of the Trustee in his sole judgment and shall be constructed under the supervision of a qualified contractor.

c. The proposed Contractor must be approved by Trustee in his sole judgment and must supply four (4) like projects, a Certificate of Insurance satisfactory to Trustee and the required licensing for himself and all sub-contractors.

d. All units must have at least a two-car attached garage in the minimum size of six hundred sixty square feet (660 sq. ft.). Lot 1 (duplex) shall have a minimum of four hundred forty square feet (440 sq. ft) for each unit of the duplex. Carports are prohibited.

e. No flat roofs shall be permitted. Roofs must have a minimum pitch of 4/12 except when approved otherwise by Trustee or the Architectural Control Authority. No concrete shall be exposed at the foundation. The foundation shall be finished identical to the exterior of the building down to no more than one foot (1 ft.) from ground level.

f. The exteriors complete with windows, siding, roofing and trim for all dwelling units must be completed within six (6) months from the date construction is started. The entire dwelling shall be completed within one (1) year. Accessory buildings should be completed within six (6) months of the commencement of construction. Accessory buildings are allowed only with the written approval of the Trustee in his sole discretion and in no event may they be less than three hundred square feet (300 sq. ft.) or more than nine hundred square feet (900 sq. ft.) and a maximum wall height of twelve feet (12 ft.).

g. All driveways and parking areas shall be covered with concrete, or asphalt and this shall be done at the completion of the residential structure on the lot.

h. Each lot owner shall cause the lot to be seeded or sodded with grasses within one (1) year of the start of construction of the dwelling structure. Each lot owner shall cause the lot to be landscaped with a minimum of two (2) trees (not including small decorative trees) and eight (8) shrubs within one (1) year of the completion of the dwelling structure. In addition, each lot owner is required to plant a tree or shrub five feet (5') from the west property line of the lot or at easement line, if any and, at a minimum, of twenty feet (20') centers behind the residence.

i. All lots are to have five-foot (5') sidewalks as shown on the subdivision final plat approved by the City of Waterloo. Lot owners shall be required to construct the sidewalks at their expense which extend the full width of their property.

7. **ACCESSORY BUILDINGS.** Appropriate accessory buildings approved in writing by Trustee and compatible with the permitted use, and style of the dwelling shall be permitted.

Size and materials of any out-building are to be submitted for approval and must be approved by the Trustee prior to its construction.

No accessory building is allowed before the primary residence is constructed and completed, and no such building shall be used or occupied at any time for any residential, commercial or industrial use. An accessory building may be used for lawful storage of business tools, supplies, equipment or materials provided they are kept in an enclosed accessory building.

Only one accessory building is allowed per lot, however gazebos and bath houses shall be excluded in calculating this limitation as to number of accessory buildings.

All accessory buildings shall be of a complimentary nature to the residential building, shall be behind the residential building and shall not substantially block the immediate neighbors' view.

**8. TEMPORARY STRUCTURES.** No structure of a temporary character e.g. trailer, mobile home, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporarily or permanently.

**9. FENCES, WALLS AND LANDSCAPING.** Fences, walls, etc. cannot be constructed or built-in front of the point which is ten (10) feet in front of the back edge of the residence, except decorative fences or courtyards. Fences must be a minimum of five (5) feet from any property line of the lot.

No fence of any nature or kind, including pool fences, unless approved by the Trustee in writing, shall be erected or maintained, in the subdivision. All fences shall be of a quality and design compatible with the general decor of the subdivision. No wood, vinyl or cyclone fences are allowed. The owners shall not be entitled to recover any damages or indemnity caused by the removal of offending fences which violate these restrictions, or damages ensuing therefrom. No permanent fence, retaining wall or other obstructions shall be constructed or erected within any easements and/or utility property easement unless approved by Trustee. In any event, the

removal and/or replacement of such fence or other improvement shall be the responsibility of the property owner. However, in the event of removal of any hedge, shrub, fence, etc., there shall be no liability accrued by those properly authorized to make such removal and no right for damages shall accrue to the property owner as a result of aforesaid removal.

**10. EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Utilities include but are not limited to electric, water, sewer, gas, telephone and cable television. Within these easements the Trustee reserves the exclusive control of all the easements to be used for public utilities, sewers and drainage purposes. The Trustee shall have the exclusive power to grant to others the right to install and maintain in, over, under, and along said easements, as well as over said roads, mains, pipes, lines and other means for transmission of water, gas, electricity, telephone service, cable television service and other public or private utilities and for sewer and drainage purposes, for the benefit of said subdivision and the owners of the plots therein as well as for the benefit of others. 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 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 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 company is responsible.

**11. DRAINAGE.** Nothing shall be done on said lots to constitute an interference with surface water runoff or rain-water drainage from an adjacent lot so as to interfere with proper drainage of any part of the subdivision as shown on the improvement plans, without prior



approval of the Trustee. **All lots shall be so graded and sloped so that a drainage course shall be along the side property lines, equally spaced on both adjoining lots.** Each lot owner shall at the time of improving his lot construction and continue thereafter to maintain a drainage swale at the side and back perimeter of his lot sufficient to prevent drainage of storm water onto the real estate bordering his property.

**12. EARTH REMOVAL.** No sod or earth may be removed from the subdivision without the written consent of the Trustee. If consent is not given, the earth or sod removed from any lot must be available for use by the Trustee in the development and any further additions thereto. The expense of transporting the earth or sod to a useable location will be the expense of the lot owner.

**13. RESUBDIVISION.** No grantee, or any assigns, shall further subdivide any lot in any way except with the express written permission of the Trustee and the City of Waterloo, Illinois.

**14. NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein or thereon which may be, or may become, an annoyance or nuisance to the neighborhood, nor shall any lot be used for storage of wrecked, junked, or permanently disabled automobiles or trucks, or automobiles or trucks which are not currently licensed or for keeping and storing anything that may make the property unsightly. Any accumulation of trash or the failure to cut grass and weeds as required shall constitute a nuisance. All trash or recycling containers are to be stored in the garage or completely out of view from the street except when being picked up. When being picked up, trash containers shall not be set outside more than twenty (20) hours before pick up and must be brought in within twelve (12) hours after pick up. No recreational vehicles, campers, trailers or boats shall be parked or stored

outside the residential garage for more than seven (7) days in any calendar year. No vehicle or trailer of any kind not displaying current registration shall be visible within the subdivision.

No portable basketball goal may be placed, used, or kept in the front of the lot or in any location visible from the front of the lot.

No tractor, semi-tractor or semi-tractor trailer combination units may be parked on the streets of the subdivision except for purposes of loading or unloading materials, furniture or merchandise. No vehicle of any type shall be parked daily on the street. No vehicles, trucks, vans, or box vans larger than a one (1) ton weight classification or commercial vehicles may be parked daily in the driveways. No vehicles of any type shall be parked in a manner that blocks city sidewalks.

Motorized vehicles not requiring registration with the State of Illinois (excluding construction, landscaping, and maintenance equipment), including, but not limited to, motorcycles, motorized carts and three- and four-wheel all-terrain vehicles, shall be prohibited from travelling on any utility or maintenance easements and shall be prohibited from operating on the streets or common areas within the subdivision.

All garage doors shall be kept closed except when it is necessary to have them open for entry into or out of the garage.

No vacant lot is to be used for a parking lot. No commercial vehicles or equipment, including, but not limited to, gas or oil trucks, dump trucks, trailers, trucks (except small pick-up trucks less than one (1) ton in size), tractors (except tractors under 30 horsepower), etc., shall be parked in the driveway of residences for overnight or daily storage.

**15. SIGNS.** No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than six square feet (6') advertising the property for sale or for rent.

However, a builder may display a sign while the property is under construction of not more than six square feet (6'). The bottom of all signs must be within a foot from ground level.

**16. ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. Such pets shall not be permitted to be a nuisance to other property owners in the subdivision as a result of the noise they cause or by their excretions.

**17. GARBAGE AND REFUSE DISPOSAL, WEEDS.** There shall not be permitted any accumulation of trash, garbage, or other debris on a lot. All trash, garbage and other debris shall be stored out of sight from the street in closed refuse containers in such manner that the storage is not conducive to the attraction or breeding of insects, rodents, or vermin. All refuse and/or waste shall be disposed of on a weekly basis at a minimum.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material.

No weeds exceeding ten (10) inches in height shall be allowed on any site sold. If violation of this restriction causes the Trustee to arrange mowing of said weeds or brush, then the expense of the mowing will be an expense the lot owner shall pay. This charge will become a lien upon the property.

No refuse, garbage, cans or bottles, or any deleterious material whatsoever, shall be thrown or deposited into any adjoining property.

**18. MAINTENANCE OF LAWN, LAND, ETC.** The land and all improvements shall be maintained by the owner of any parcel, in good condition and repair. All lawns are to be kept properly cut and trimmed, not to exceed four (4) inches in height.

All grading of any parcel that is undertaken shall be in accordance with established and recognized landscaping and/or engineering practices in order that proper drainage shall be provided. In the event any grade is disturbed or changed by any purchaser or occupant, the Trustee is herewith held harmless from any and all consequences to adjacent parcels and such owner or occupant disturbing or changing any grade shall be considered as having violated this Declaration. In the event that dirt is removed in constructing a driveway and/or lane, the dirt must be removed from the lot or used in a manner so as not to interfere with surface drainage as established above, such as for terracing immediately adjacent to the foundation of the house.

**19. MAINTENANCE OF CLUSTER MAILBOX AREA AND DETENTION**

**AREAS.** The Homeowner's Association shall maintain the cluster mailbox/Legacy sign area and Lots 29, 30, 33, and 34 detention/drainage easement area. Maintenance shall include but not be limited to mowing, snow removal, proper operation, repair and replacement of mailboxes, landscaping, cleaning out of concrete swales in detention areas and any other maintenance of these areas that is reasonably necessary.

**20. NOXIOUS, OFFENSIVE ACTIVITIES.** No noxious or offensive activities shall be carried on upon any parcel, nor shall anything be done thereon which may be, or become an annoyance or a nuisance to the occupants of the other parcels.

Noise emanating from any building or lot shall not be of such volume or frequency as to be unreasonably offensive at or beyond the property line. Unreasonably offensive noises, due to intermittence, beat frequency, or shrillness, shall be muffled so as not to become a nuisance to adjacent property owners.

No obnoxious, toxic or corrosive matter, smoke, fumes or gases shall be discharged into the air, or across the boundaries of any lot in such concentrations as to be detrimental to or

endanger the public health, safety, comfort, or welfare or to cause injury to person or damage to property.

**21. SWIMMING POOLS.** No public or private swimming pool shall be located in any front yard or side yard nor closer than ten (10) feet to any exterior lot line without written permission of Trustee. All pools must be of permanent structure, built below grade level; pools with walls extending more than two (2) feet above grade level being expressly prohibited. All pools and pool contractors must be approved by Trustee.

**22. SATELLITE DISHES, SOLAR PANELS, WINDOW AIR CONDITIONERS AND ANTENNAE.**

a. All satellite dishes shall be located and approved by Trustee in compliance with state law.

b. No television or radio antennae are allowed on top of any buildings or elsewhere on the lot.

c. Solar panels may be installed on a building or free-standing in the rear yard of a lot; however, such panels shall be installed only after approval of the Trustee is obtained which shall be given if the panels are compatible to the general décor of the house and neighborhood. The Trustee may require landscaping or fencing to hide the solar panels as a condition to permitting its installation. Trustees approval shall in any event be in compliance with state law.

d. No window unit air conditioners are permitted.

**23. FUEL STORAGE.** Flammable fuels such as gas, including L.P. gas, and oil may only be stored upon the lots in appropriate, safe tanks buried below the surface of the ground.

**24. OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot,

nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

**25. SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**26. LIGHTING CONTROLS.** Any light used for the illumination of parking areas, swimming pools or for any other purpose, shall be arranged in such a manner that the main beam of light is directed away from neighboring residential properties so as to not create an unreasonable nuisance. Every residence shall have at least two (2) coach light fixtures on the front of the residence that are dusk to dawn lights with illumination between six hundred (600) to eight hundred (800) lumens per light fixture. Style and design must be approved by the Trustee.

**27. ENFORCEMENT OF COVENANTS.** If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in the subdivision, including the Trustee, or a Homeowner's Association to institute proceedings at law or in equity to enforce the provisions of these covenants and

restrictions to restrain the person violating or threatening to violate them. Any party violating any of the easements, conditions, restrictions, reservations and limitations herein contained shall pay to the party enforcing the terms of this agreement, in addition to any other relief granted by law, said party's reasonable attorney's fees, court costs, witness fees, deposition fees, investigation fees, surveying fees, and fees set out by the Homeowner's Association's Bylaws and Rules and Regulations provided; however, in no event shall the Trustee be responsible for the payment of the foregoing fees and costs.

No failure on the part of any such person, grantor or Trustee, to enforce any covenants immediately after any such cause may arise shall be deemed a waiver as to that cause or of any similar cause that may thereafter arise.

Each and every grantee, by accepting any conveyance of, or interest in any lot(s), or any part thereof, thereby binds himself or herself (as the case may be) and all heirs, assigns, successors; and legal representatives of each and every grantee, to the observation of and the compliance with the restrictions and provisions of this Declaration. If any violation of the restrictions and provisions of this Declaration or failure of observance thereof, or failure of compliance therewith, is not cured, or corrected within ten (10) days after notice thereof has been mailed or delivered by any one or more owners of said lots, or any part thereof to the offending owner or owners, or person or persons in possession thereof, it shall be lawful in order that such violation be cured or corrected, or to recover damages therefor, or parts thereof, to institute and prosecute any proceedings at law or in equity against any and all parties involved in such violation or failure of observance, or failure of compliance as aforesaid, including the owner or owners, of the involved lot or lots, or any part or parts thereof. It is hereby expressly declared and provided, however, that the makers of this declaration shall not, under any circumstances, be

held responsible or liable for the enforcement of the restrictions and provisions of this Declaration against any person, or persons who may hereafter own or control any one or more of said lots, or any part or parts, thereof.

The failure to promptly institute procedures for enforcement of these restrictions shall not operate as an estoppel against the enforcement of the violated portion of these restrictions or for any other portion thereof. In case of any one or more of the restrictions and provisions of this Indenture shall prove to be unenforceable or invalid, the enforceability, validity, or binding effect of the other restrictions and provisions of this Declaration shall in no way be affected thereby but they shall, nevertheless, remain in full force and effect.

**28. TRUSTEE HELD HARMLESS.** In consideration of the sale of any parcel in this development, the purchaser and all subsequent owners of title to any plot agree to hold the Trustee harmless from any and all claims for damages or alleged damages, of any nature whatsoever, caused by any owners, renters, occupants, or anyone.

No party petitioning for an injunction to enforce the provisions of this document shall be required to post bond, notwithstanding any statute to the contrary.

**29. VACATION OF PLAT.** The Trustee reserves the right, and it is covenanted and agreed that the Trustee may vacate any of the recorded plat so long as the right, title and interest in and to the lands in said portion of said plat to be vacated is owned by the Trustee.

**30. SEVERABILITY.** Invalidation of any of the covenants herein contained or any part thereof by any judgment, court order or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

**31. TRUSTEE'S RIGHTS ASSIGNABLE.** All of the rights of the Trustee, herein reserved, including rights to act for architectural control and rights to enforce any and all of the



covenants herein, shall be freely assignable, and any assignee shall succeed to all of the rights of any assignor thereof.

**32. COVENANTS RUNNING WITH LAND.** All of the provisions of this document are covenants running with the land at law, as well as in equity, and are binding upon, and inure to the benefit of, the heirs, successors and assigns of:

- a. The Trustee, and
- b. All present and future persons owning or having an interest in any portion of the premises.

**33. MODIFICATION, AMENDMENT OR ELIMINATION.** These conditions, restrictions, reservations and limitations, and all of the terms herein, may be modified, amended or eliminated as follows:

a. While the Trustee has retained ownership of any portion of the subject premises by majority affirmative votes of the property owners, including those of the Trustee, until thirty percent (30%) of the subject parcels are sold, and subsequent thereto, by unanimous affirmative votes of the property owners, including those of the Trustee.

b. Thereafter, when the Trustee, or his assigns, heirs or successors, has conveyed the last parcel of the subject premises, by the affirmative vote of at least three-fourths of the voting membership of the owners.

IN WITNESS WHEREOF, Dennis R. Brand, Trustee, has caused his hand and seal to be hereunto affixed this \_\_\_\_ day of \_\_\_\_\_, 2021.

**BMW TRUST**

\_\_\_\_\_  
DENNIS R. BRAND, Trustee  
of the BMW Trust

STATE OF ILLINOIS    )  
                                  ) ss.  
COUNTY OF MONROE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Dennis R. Brand personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_ day of October, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

MCS:tgh/05RE1467 Legacy First Addition  
Declaration of Covenants, Restrictions  
10/04/2021 @11:30am