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PREPARED BY:
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SANGAMON COUNTY
ILLINOIS
98-53280

98 OCT 14 AM 10:30

Mary Ann Sammon
RECORDER

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ANDREA MAU MINOR SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for Andrea Mau Minor Subdivision is made this 9th day of October, 1998, by Andrea Mau (the "Declarant").

WHEREAS, Declarant is the owner of the Properties (as defined below), and desires to create a three (3) Lot subdivision for the benefit of said Lot owners, and Declarant desires to provide for the preservation of the values in said Lots and to this end, desires to subject the Properties, to the covenants, restrictions, hereinafter set forth, each and all of which is and are for the benefit of the Properties and the subsequent owners thereof; and

NOW, THEREFORE, Declarant hereby declares that the Properties are and shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, and restrictions hereinafter set forth.

**ARTICLE I
DEFINITIONS**

(a) "Properties" shall mean and refer to the real property known as Andrea Mau Minor Subdivision recorded as Document # 98-53279 on the 14th day of October, 1998, with the Sangamon County Recorder of Deeds.

(b) "Lot" or "Parcel" shall mean and refer to a portion of the Properties intended for independent ownership and use as may be set out herein, identified as Lots 1, 2 & 3 of the Properties.

(c) "Owner" shall mean and refer to the record owner, whether one or more persons, trusts, partnership, corporations, or other entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless and until such person acquires fee simple title to such security.

(d) "Developer" shall mean and refer to the Declarant and her assigns.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

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Section 1. Property Subject to Declaration. The Properties which are, and shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved

and subject to this Declaration are located in the City of Springfield, Sangamon County, Illinois, and are more particularly described in Exhibit A attached hereto and incorporated herein by reference.

ARTICLE III RESTRICTIVE COVENANTS

Section 1. *Binding Effect.* As part of the consideration for the conveyance of Lots, and as covenants and restrictions running with the Properties and binding upon the present owners of the Lots, and the heirs, devisees, assigns and legal representatives of the Grantees of each Lot or part thereof, and for the benefit of any person or persons, trusts, corporation, partnership or other entities who may now or may hereafter hold the title to any other Lot in Andrea Mau Minor Subdivision, said Grantees, by accepting conveyance of any such Lot, or part thereof, covenant and agree for themselves, their heirs, devisees, successors, assigns and legal representatives to follow such restrictive covenants.

Section 2. *Purpose.* The purpose of these restrictions is to insure the use of the Properties, for attractive, single-family residential purposes only.

Section 3. *Building Restrictions.* The Properties, shall be obligated to the following restrictions:

(a) **Buildings.** No dwelling shall be erected other than a single-family dwelling. No Lot shall contain a mobile home, manufactured house or multi-family residential unit. The minimum floor area of any dwelling, exclusive of basement, open porch and garage, shall be: (1) one-story dwelling, at least 1,800 square feet total; or (2) story-and-a-half dwelling, at least 1,200 square feet on the ground floor and at least 2,000 square feet total; or (3) two-story dwelling, at least 2,100 square feet total, with at least 1,200 square feet on the ground floor.

(b) **Approval of Plans and Landscaping.** No building or improvement to existing buildings shall be constructed without prior written approval of the Architectural Control Committee ("Committee") as to size, location upon a Lot, finished grade elevation, materials, and harmony of exterior design. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a complete set of building plans and specifications including a plot plan showing the building location, must be submitted to the Committee. Upon giving approval, construction shall be started and prosecuted to completion in conformity with such plans. The Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations. Among other things the Committee will consider are materials, harmony with existing structures, location of residence on the lot, location with respect to topography, sideyards, front yards, setbacks and finished grade. Landscaping plans shall be submitted to the Committee for approval prior to lot owner taking occupancy. Landscaping, weather permitting, shall be completed prior to occupancy. Any member of the Committee shall have the right during reasonable hours to enter upon any Lot and to inspect any improvements thereon, for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. The Committee shall consist of Daniel Mau and Andrea Mau or their designated successor until such time as all the Lots within the Properties have been sold by the Developer, at which time the Developer shall resign and the Committee shall consist of one member from each of the three subdivision Lots.

(c) **Uses.** No spirituous, vinous or malt liquor shall be sold or kept for sale on any Lot. No use shall be made of such Lot except such as is incidental to the occupation thereof for a residence by one private family residing in a detached, single-family dwelling on such Lot. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any such Lot for any trade, business or industry.

(d) **Animals and Livestock.** No animals, livestock or poultry of any kind shall be raised, bred or kept on such lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

(e) **Offensive Activities.** No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereupon which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of any neighboring Lot. No Lot, nor any part thereof, shall be used either temporarily or permanently to sell, store or accumulate used vehicles or parts therefrom or junk of any kind or character, whatsoever. Rubbish, trash, garbage or other waste shall not be kept on any Lot, except temporarily, and all such rubbish, trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage of waste material shall be kept in a clean and sanitary conditions and so as not to be visible to the public, except when temporarily placed there on trash collection days. Each such Lot shall have regular collection of such sanitary container. All lots and improvements thereon, shall be maintained, grass kept mowed, and neat, and orderly, and no lot shall be permitted to fall into an unsightly condition.

(f) **Signs.** No sign of any kind shall be maintained or displayed, except one sign of not more than one square foot in area identifying the occupants of the dwelling, one sign of not more than five square feet in area advertising such Lot for sale or rent, and signs used by contractors doing the construction of any improvements thereon.

(g) **Fences.** No fences shall be located closer than the building set back line to any street.

(h) **Change of Lot Grade.** Neither an Owner nor any person or persons claiming under such Owner shall or will at any time raise the grade of any Lot or Lots herein conveyed in any such manner as to have an adverse effect on adjoining Lots.

(i) **Construction Time.** All construction must be diligently pursued to completion within a twelve-month period. No building shall be occupied for living purposes which is not functionally complete in detail as to the exterior. No structure of a temporary character, including without limitation trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently.

(j) **Vehicles.** No commercial vehicle, boat, motor home, trailer camper shall be stored on any Lot except inside a garage.

(k) **Septic Drainage Systems.** Until such time, if ever, as a public sanitary sewer serves the Properties, septic drainage systems (being either septic tanks or aeration systems) will be required on each Lot with dwellings when building is completed. Septic drainage systems must meet all Illinois Department of Health regulations and requirements as well as all Illinois Environmental Protection Agency regulations and requirements. All septic drainage systems must be installed, replaced or repaired as required by the Illinois Department of Public Health and installed according to the Private Sewage Disposal Licensing Act and Code of 1984 and the amendments thereto. Each septic drainage system must be inspected by a licensed contractor semi-annually. Any violation of this specific paragraph may be enforced by any other Lot owner, the Declarant, or Committee pursuant to Article V of this Declaration or by the City of Springfield, Illinois, at law or equity, because of a violation of public health standards.

(l) **Gas.** Where natural gas is available, propane gas tanks for home heating will not be allowed.

(m) **Driveways.** All driveways to serve the lots shall be constructed in a workmanlike manner in accordance with plans approved by the Committee and all driveways shall be either asphalt or concrete and have a minimum width of 12 feet and shall extend beyond lot line to meet the public street.

(n) **Driveway Culvert.** The size and materials for all driveway culverts shall be consistent between lots and shall be approved by the Committee prior to installation.

(o) **TV Antennae.** No outdoor television antenna may be erected or installed on any lot. A satellite dish not larger than eighteen (18) inches in diameter may be installed on any lot provided that said dish is adequately screened from public streets and adjacent properties.

(p) **Underground Utilities Lines.** All utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etcetera) to the lots or any structures thereon shall be underground.

ARTICLE IV GENERAL PROVISIONS

Section 1. Severability. If any provision of this Declaration or any section, sentence, clause, phrase or word or the application thereof in any circumstance, is held invalid by the judgment or order of any court of general jurisdiction, the validity of the remainder of the Declaration and the validity of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby.

Section 2. Title-holding Trust. If title to any Lot is conveyed to a title-holding trust, under the terms of which trust the powers of management, operation and control of said Lot remain vested in the trust beneficiaries, then said beneficiaries thereunder from time to time shall be deemed the Owner of said Lot and subject to the terms and provisions hereof. No claim shall

be made against such trustee personally for payment of any assessment, lien or charge created hereby, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such assessment, lien or charge; provided, however, that the amount of such assessment, lien or charge shall continue to be a charge and lien upon each Lot conveyed to said trust, and the joint and several personal obligation of the beneficiaries of said trust at the time any assessment, lien or charge with respect to such Lot became due and payable, notwithstanding any transfers of the beneficial interest of said trust or of title to such Lot.

Section 3. *Notice of Sale, Lease or Mortgage.* In the event an Owner sells, leases, or executes a "contract for deed" of the Owner's property, the Owner will be required to give to the other Lot owners in writing the name of the purchaser, lessee or contract buyer of such property.

Section 4. *Amendments.* Except as stated herein, the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than 66% of the total votes of the Lot Owners. Each owner shall be entitled to a vote based upon the total square footage of his property as compared to the total square footage within the minor subdivision. Square footage is computed from the recorded plat. No amendment shall be made until the Declarant has sold all three Lots, except with the written consent of the Declarant.

Section 5. *Duration.* The covenants and restrictions hereof shall run and bind the Properties for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by in writing signed by not less than 100% of the total votes of the Lot owners.

ARTICLE V ENFORCEMENT AUTHORITY

Section 1. If any Lot owner or their heirs, successor, legal representatives, or assigns shall violate or attempt to violate any of these restrictions, it shall be lawful for any Lot owner, or the Committee to prosecute any proceeding at law or in equity against anyone violating or attempting to violate any restrictions, whether such proceeding is to prevent such persons from doing so or to require that person to do something or to recover damages for such violation. The prevailing party in any lawsuit shall be entitled reasonable attorneys fees plus costs of litigation. The right of enforcement in this paragraph shall be in addition to the rights of enforcement referred to in Article III, Section 3, sub-paragraph (k).

Section 2. Notwithstanding any other term or provision herein, no Lot owner shall sue or make any claim against the Declarant, or any person serving on the Committee, for damages or other losses sustained as a result of any action or failure to act of Declarant, or the Committee, with regard to these covenants and restrictions. Each Lot owner agrees to indemnify and hold harmless Declarant and all persons serving on the Committee from all

claims, judgments and costs, including but not limited to reasonable attorneys' fees, and to reimburse Declarant, and any person serving on the Committee, for any expenses whatsoever incurred in connection with any action brought in relation to these covenants. This section may not be amended or revoked.

IN WITNESS WHEREOF, the undersigned Declarant and Owner has caused this instrument to be executed on the date first stated above.

DECLARANT:

Andrea Mau
Andrea Mau

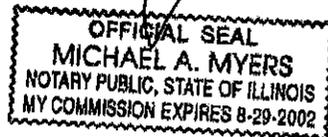
STATE OF ILLINOIS)
)
COUNTY OF SANGAMON) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Andrea Mau, 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 she signed, sealed, and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of October, A.D. 1998

PREPARED BY & RETURN TO:
Michael A. Myers
Sorling Law Office
P.O. Box 5131
Springfield, IL 62705
(217) 544-1144

Michael Myers
Notary Public



#D0177019.002 092898MAMIij

exhibit A

LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED MORE PARTICULARLY AS FOLLOWS :

COMMENCING AT A STONE MARKING THE CENTER OF THE AFOREMENTIONED SECTION 33, THENCE NORTH 00 DEGREES 15 MINUTES 35 SECONDS WEST ALONG THE QUARTER SECTION LINE A DISTANCE OF 156.45 FEET TO AN IRON PIPE MARKING THE TRUE POINT OF BEGINNING, THENCE SOUTH 88 DEGREES 48 MINUTES 27 SECONDS WEST A DISTANCE OF 166.56 FEET TO AN IRON PIN, THENCE NORTH 09 DEGREES 16 MINUTES 40 SECONDS WEST A DISTANCE OF 208.49 FEET TO AN IRON PIN, THENCE SOUTH 88 DEGREES 52 MINUTES 01 SECONDS WEST A DISTANCE OF 208.78 FEET TO A POINT, THENCE NORTH 09 DEGREES 13 MINUTES 21 SECONDS WEST A DISTANCE OF 394.39 FEET TO AN IRON PIPE, THENCE NORTH 83 DEGREES 18 MINUTES 22 SECONDS EAST A DISTANCE OF 472.40 FEET TO AN IRON PIPE ON THE QUARTER SECTION LINE, THENCE SOUTH 00 DEGREES 15 MINUTES 35 SECONDS EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 642.53 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 5.046 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.

BASIS OF BEARING IS NORTH 00 DEGREES 15 MINUTES 35 SECONDS WEST ALONG THE QUARTER SECTION LINE.



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PREPARED BY:

SANGAMON COUNTY
ILLINOIS

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98-56647

98 OCT 29 PM 1:30

Mary Ann Samms
RECORDER

**FIRST AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ANDREA MAU MINOR SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions for Andrea Minor Subdivision is made this 26th day of October, 1998, by Andrea Mau (the "Declarant").

WHEREAS, Declarant is the owner of the property known as Andrea Minor Subdivision as recorded as Document No. 98-53279 on October 14, 1998, with the Sangamon County Recorder of Deeds; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions as filed with the Sangamon County Recorder of Deeds as Document No. 98-53280 on October 14, 1998, erroneously referred to the subdivision as the Andrea Mau Minor Subdivision, whereas the correct name as shown on the final plat is the Andrea Minor Subdivision.

NOW, THEREFORE, Declarant hereby amends the Declaration of Covenants, Conditions, and Restrictions as filed on October 14, 1998, as Document No. 98-53280. All references on Document No. 98-53280 filed October 14, 1998, to the "Andrea Mau Minor Subdivision" shall be deleted and substituted with the correct subdivision name, "Andrea Minor Subdivision."

All other terms and conditions of the Declaration of Covenants, Conditions and Restricts of the Andrea Minor Subdivision filed under Document No. 98-53280 on October 14, 1998, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant and owner has caused this instrument to be executed on the date first stated above.

Andrea Mau

ANDREA MAU, DECLARANT

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that ANDREA MAU 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 she signed, sealed, and delivered the said instrument as her free and voluntary act.

Given under my hand and official seal, this 26th day of October, 1998.

Michael Myers

Notary Public



PREPARED BY AND RETURN TO:

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