

7-24-72  
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DECLARATION OF BUILDING  
AND USE RESTRICTIONS ON  
BIRCH GROVE FOURTH ADDITION

KNOW ALL MEN BY THESE PRESENTS that we, JASPER THOMPSON GUZZARDO and JOSEPHINE T. GUZZARDO, husband and wife, and MICHAEL J. GUZZARDO and SALLY ANN GUZZARDO, husband and wife, being the owners of all of the real estate contained in Birch Grove Fourth Addition, as platted by the plat recorded in the Recorder's Office of Sangamon County, Illinois, in Book 20 of Plats at page 95, in consideration of the purchase or other acquisition of any lot or lots in said Birch Grove Fourth Addition, and as an inducement thereto, do hereby jointly and severally, for ourselves, our heirs, executors, administrators and assigns, covenant and agree with each and every purchaser or grantee of any lot or lots in said Birch Grove Fourth Addition that the following restrictions as to building and use shall be covenants running with the land in said Birch Grove Fourth Addition:

1. No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling, not to exceed three levels of living quarters in height and a private garage for not more than three cars. No building site shall have an area of less than 7,000 square feet.
2. No dwelling shall be permitted on any building site which does not have the following number of square feet of finished floor space. (The computation of square feet of floor space shall be based on the exterior measurements of the main structure and shall exclude porches, breezeways, garages and utility rooms, except if the utility room is part of the main structure.)
  - (a) A one-story dwelling - 1200 square feet of floor space.
  - (b) A two-story house - 1000 square feet on each of the two floors.

(c) A one and one-half story house or similar arrangement - 1000 square feet on the first floor and 500 square feet on the second floor or an aggregate floor space for the first two floors of 1500 square feet.

3. No Building shall be located on any building site nearer to the front line of said building site than the minimum set-back line as shown on the recorded plat of the Subdivision.

4. No residential dwelling, including attached porches, breezeways and garages, shall be located nearer than 5 feet to an interior building site line. The total building site width displacement of buildings shall not exceed 80% of building site width as measured across dwelling at front or rear foundations. However, garages or other permitted accessory buildings located 50 feet or more from the minimum building set-back line shall be permitted to locate within 3 feet of the interior building site line measured to the exterior foundation face of aforementioned garage or other permitted accessory building. Carports shall be classified as garages. Driveways shall have a minimum width of 9 feet.

5. No building shall be erected, driveway constructed or swimming pool installed, placed or altered until the construction plans and specifications and a plan showing the location thereof have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. Said grade lines shall be in conformity with the adjacent building sites and shall not interfere with the drainage from adjoining building sites. No fence or wall shall be erected, placed or altered on any building site nearer to any street line than the minimum building set-back line unless similarly approved. The Architectural Control Committee is composed of Jasper T. Guzzardo and Michael J. Guzzardo. The Committee may designate a representative to act for it. In the event of the death or

resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval shall be in writing. In the event the members of said Committee or their representative or successors fail to approve or disapprove such design or location within 30 days after building plans, specifications and plot plan have been submitted to them, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required, and this covenant shall be deemed to be fully met. All submissions shall be sent to Michael J. Guzzardo.

6. No structure shall be erected without an individual waste disposal system and no septic tank shall be installed without first conducting a proper soil percolation test and without provision for the minimum number of laterals required for a three bedroom house (or more if more than a three bedroom structure is to be serviced by such septic tank), all in accordance with the regulations of Illinois Environmental Protection Agency.

7. All compressors and cooling towers used in conjunction with central air conditioning shall be installed in such a manner as to contribute to the exterior beauty and planning of the dwelling and not to become an annoyance and nuisance to the neighborhood.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. If any drain tile in said Addition is disturbed or broken, the person so disturbing or breaking such tile shall repair and replace the same so that the flow through such drain tile is the same as before it was disturbed or broken.

9. All construction must be diligently pursued to completion

within a reasonable period. No building shall be occupied for living purposes which is not functionally complete throughout and which is not 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.

10. No building site owner or occupant shall permit any truck, commercial vehicle, boat, or trailer including without limitation cargo trailer, campers, house trailers, mobile homes, or carryalls to be parked or stored on the building site, in the driveway, or in the street in front of or along side of the building site. This shall not prevent the building site owner or the occupant from storing a truck, commercial vehicle, boat, or trailer owned by such owner or occupant or used by him in his business in the garage on the premises.

11. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any building site for the facilitation and carrying on of any trade, business or industry.

12. The owner of any vacant building site shall cut the weeds and maintain the same in a proper condition.

13. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. 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 or one sign of not more than five square feet advertising the property for sale or rent by property owner. The Architectural Control Committee shall approve builder's and subdivider's signs.

15. No spirituous, vinous or malt liquors shall be sold or

kept for sale on said premises.

16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes. No dogs shall be kept on any building site until such building site is improved with an inhabitable dwelling.

17. No building site shall be used or maintained as a dumping grounds for rubbish, and all trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

18. These covenants are to run with the land and shall be binding on all 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 periods of 10 years unless an instrument signed by 65% of the then owners of the building sites has been recorded, each building site having one vote, agreeing to change said covenants in whole or in part.

19. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate and covenant, either to restrain violations or to recover damages.

20. 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.

"Building site" as used in this instrument means all or any part of any single tract of land on which is constructed, intended to be located or located only one single-family dwelling. In the event that any such single tract of land is included in part with some part of the building sites above described and in part with other lands, the entire such single tract of land shall be deemed to be and constitute a building site.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 24<sup>th</sup> day of July, 1972.

Jasper Thompson Guzzardo (SEAL)  
Jasper Thompson Guzzardo

Josephine T. Guzzardo (SEAL)  
Josephine T. Guzzardo

Michael J. Guzzardo (SEAL)  
Michael J. Guzzardo

Sally Ann Guzzardo (SEAL)  
Sally Ann Guzzardo

STATE OF ILLINOIS }  
COUNTY OF SANGAMON } SS

I, George K. Blanchard, a Notary Public in and for said County and State aforesaid, do hereby certify that JASPER THOMPSON GUZZARDO and JOSEPHINE T. GUZZARDO, husband and wife, and MICHAEL J. GUZZARDO and SALLY ANN GUZZARDO, husband and wife, who are 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 acknowledged that they signed and sealed said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24<sup>th</sup> day of July, 1972.



George K. Blanchard  
Notary Public

530464

State of Illinois, I hereby certify that this instrument was filed for record in Book 1132 and in Page 560 on JUL 24 1972

George K. Blanchard  
RECORDER OF DEEDS

BOOK 1132 PAGE 560