

RESTRICTIVE COVENANTS

WHEREAS, Buckingham Place Land Company, Ltd., a corporation, owns all of the lots in Buckingham Place, Third Addition, a subdivision situated in the Village of Oakham, County of Sangamon, State of Illinois; and

WHEREAS, it is desirable to secure the best use and improvement of the lots therein, and to protect the owners of such lots against such use of other lots therein as would depreciate the value of such property, and to prevent the erection of poorly designed or constructed buildings, and to make the best use for and preserve the natural beauty of said property and to locate the buildings thereon with regard to topographic features, and generally to provide for a quality type of development of said subdivision; and

WHEREAS, to secure such objectives, said owner desires to subject the lots in said subdivision to such restrictions and covenants as will secure a proper development of said subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the aforesaid owner of said property hereby declares that all lots in said Buckingham Place, Third Addition, shall be sold, transferred and conveyed subject to the following covenants and restrictions:

1. Architectural Restriction. No building, outbuilding or other structure shall be erected, placed or altered on any lot until the construction plans and a plan showing the location of the structure have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. The Architectural Control Committee is composed of Leonard W. Sapp, W. D. Crawford and Charles H. Northrup. A majority of the Committee may designate a representative of the Committee to act for it. In the event of death or resignation of any member of the Committee, the remaining members 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 writing. In the event that the members of the Committee or their successors fail to approve or disapprove such design or location within thirty (30) days after building plans, specifications and lot plans 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 will be deemed to be fully met. The property shall be used only for residential purposes or home occupations engaged in by the occupants of a residence not involving the conduct of a retail business as a substantial part of such home occupation. A sign not to exceed 2 square feet may be placed on the property advertising such permitted home occupation.

2. Minimum Lot Size. No residence shall be constructed on a lot or portion of a lot having less than fifty (50) feet frontage at the setback line, which portion of a lot is sometimes referred to as a "Tract" in these covenants.

3. Minimum Building Size. The foundation of the living area of dwellings, including garages and porches, shall have a minimum of 364 square feet of area. The minimum frontage of houses parallel to a street shall be 46 feet, which may include an attached garage, carport or breezeway.

4. Setback Restrictions. In no event shall any building be located closer than forty (40) feet to the front lot line or nearer than five (5) feet to an interior lot line, except that no dwelling shall be located closer than ten (10) feet to any adjacent dwelling, and except that the location of buildings on corner lots shall be approved by the Committee. For the purpose of this covenant, eaves, steps, and

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open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building, or a lot, to encroach upon another lot.

5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, fence 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 obstruct or retard the flow of water through drainage channels in the easements. Any improvements so located shall be removed upon the request of the subdivider, its successors or assigns, or any public utility using said area, at the expense of the owner of said lot or tract. 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. In addition to the easements shown on the plat of said subdivision, an easement is hereby reserved and granted to telephone and electric companies wherever necessary for telephone and electric lines to extend from poles 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.

6. Sanitary Sewers. All persons owning lots in said subdivision shall discharge sanitary sewage into the public sewage system serving such subdivision and shall comply with all Rules and Regulations of said sewage system, including, but not limited to the provision thereof which creates a lien on the property for failure to pay monthly service charges owed to the utility company operating said system, notice of the creation of which lien is hereby given to the public as a matter of record.

7. Nuisances, Trash, etc.

(A) No-noxious or offensive trade or activities shall be carried on in said subdivision, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood.

(B) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected or placed on any lot at any time, either temporarily or permanently.

(C) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in said subdivision except dogs and cats which may be kept only for pets, and not for any commercial purpose.

(D) All weeds shall be kept cut on sold vacant lots and no such vacant lot shall be permitted to fall into an unsightly condition. 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. Any vacant lot which falls into an unsightly condition may be mowed or cleaned up by the subdivider at the expense of the owner.

(E) No fence shall be constructed that extends beyond the front line of the residence on said Tract. In case of corner lots, both street sides of the residence shall be considered as front lines.

8. Driveways and Culverts. Any driveway on said property shall be constructed of concrete or blacktop and shall have a minimum width of ten (10) feet to serve a single car garage, and a minimum width of eighteen (18) feet to serve a two or three car garage. All driveway culverts must be a minimum of twelve (12) inches in diameter with concrete abutments approved by the aforesaid Commission.

Gas Lights. There shall be installed on each tract one outside gas light, of such style and in such location as shall be first approved by the Architectural Control Committee. Said light shall burn continuously during occupancy of the residence.

10. Completion Requirements.

(A) No house shall be occupied as a residence until the exterior thereof has been completed.

(B) Culverts, abutments, and yard lights shall be installed before occupancy of the residence. In case of failure to comply, the subdivider may order such work completed at the expense of the owner of the tract or lot.

11. Duration of Restrictions. The aforesaid covenants shall run with the land and shall bind all persons and those claiming under them for twenty-five (25) years from the date of record of these covenants after which time said covenants shall be automatically extended for successive ten (10) year periods unless an instrument in writing executed by the record owners of a majority of lots in the subdivision shall have been recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois, agreeing to change or rescind said covenant in whole or in part.

12. Remedies for Violation

(A) In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the subdivider, or by virtue of any judicial proceedings, the subdivider, its successors and assigns, and the lot or tract owners, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them.

(B) In the event that any owner of property in this subdivision shall resort to litigation to enforce any of these covenants, the owners of all other lots or tracts in the subdivision may be assessed a pro rata share of the cost thereof, including attorney fees, but in no case to exceed \$10.00 per tract or residence in any one case.

13. Severability. Invalidation of any one or part of these covenants by judgment or other order shall not in any manner affect any of the other covenants, which shall remain in full force and effect.

In Witness Whereof, Buckingham Place Land Company, Ltd., has caused its corporate name and seal to be hereunto affixed and this instrument to be executed by its President and its seal attested by its Secretary, for and in its behalf pursuant to authority duly granted by its Board of Directors, this 14 day of March, 1971.

Buckingham Place Land Company, Ltd.

By Leonard W. Sapp
President

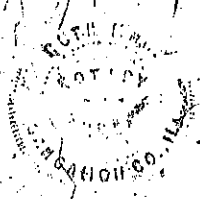
Charles H. Wirtzberger
Secretary

State of Illinois)
County of Sangamon) SS

Arthur J. [Signature] a Notary Public in and for the State and County aforesaid, do hereby certify that Leonard W. Sapp, President and

Charles H. Northrup, Secretary, of Buckingham Place Land Company, Ltd., a corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary they signed, sealed and delivered the aforesaid instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14 day of March 1966.



Ruth Marshall
Notary Public

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I hereby certify that the foregoing instrument was signed, sealed and delivered by the person or persons named herein as the signers thereof, and that the same is a true and correct copy of the original as the same appears to me.

Ruth Marshall
Notary Public

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