

PROTECTIVE COVENANTS RELATING TO
"CLEAR CREEK PARK"

82-898975

KNOW ALL MEN BY THESE PRESENTS:

That CARL P. AARUP and EILEEN AARUP, being the owners of the land described in Clause 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 the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the undersigned and its successors and assigns, hereby declare that the property described in Clause I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

CLAUSE I

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges set forth in the various paragraphs of this declaration is described as follows:

Lots 1 to 19, both inclusive, of "Clear Creek Park", being a part of the Southeast Quarter of Section 36, Township 16 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois.

CLAUSE II

To insure the best use and most appropriate development and improvement of each building site therein; to protect the owners of building sites 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 encourage and secure the erection of attractive homes with appropriate locations thereof on building sites; to secure and maintain proper set back lines from streets and adequate free spaces between structures and in general to provide adequately for a high-type and quality of

improvements on said property and thereby enhance the values of investments made by purchasers of building sites therein, the real property described above is hereby subjected to the following conditions, restrictions, covenants, reservations and charges:

A. 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 single family residence not to exceed two stories in height, a private garage for not more than three cars, and other outbuildings incidental to the residential use of the premises. No dwelling shall be permitted on any building site having a living area of less than 1,350 square feet.

B. No building shall be located on any building site nearer to the front lot line or nearer to the street line than the minimum set-back lines shown on the recorded plat. No dwelling shall be located on any building site nearer than 5 feet to any interior building site line. For the purposes of this paragraph, eaves, steps, and 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 on a building site to encroach upon another building site.

C. An easement over that portion of any lot designated as "Easement" shown on the recorded plat is hereby reserved for drainage and the use of public utility companies and others to install, lay, construct, renew, operate, and maintain pipes, conduits, cables, poles, and wires, either overhead or underground, for the purposes of providing any property in said Subdivision was gas, electric, telephone, water, sewer, or other utility services. Overhead cables, poles, and wires for public utilities shall be permitted only on such portion of any building site designated for public utilities, but all electric and telephone service lines therefrom for any

improvements in said Subdivision shall be installed and maintained underground.

D. No live trees now on any building site shall be removed for any reason or purpose. Nor shall their beauty or well-being be changed or endangered by construction in the area.

E. Residential structures of a temporary character, including trailers or mobile homes, may be placed on a building site at the time construction of a residence commences. Said structures shall be removed when the exterior of the residence is completed and in no event shall the temporary residential structure remain on the building site for more than one year.

F. The exterior of any building shall be completed within one year from the date construction begins.

G. 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. All vacant lots shall be kept free of weeds and shall not be permitted to fall into an unsightly condition.

H. 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.

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

J. No hogs shall be maintained or allowed on any building site.

K. Notwithstanding paragraph A of this clause, outbuildings may be erected on any building site which shall be in keeping with the

residential status of the Subdivision.

CLAUSE III

Enforcement of the conditions, restrictions, covenants, reservations, and charges contained herein shall be by the Control Committee which is composed of Carl P. Aarup and Eileen Aarup. In the event of the death or resignation of either member, the remaining member may designate a representative to fill said vacancy. Committee members shall not be entitled to any compensation for services performed pursuant to this covenant.

CLAUSE IV

"Building site", as used in this instrument, means any one lot as shown on the recorded plat.

CLAUSE V

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1993, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument in writing, executed by the then record owners of a majority in the area of the land within the boundaries of said lots shall have been recorded in the Office of the Recorder of Deeds of Sangamon County agreeing to change or revoke said covenants in whole or in part.

CLAUSE VI

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

CLAUSE VII

Invalidation of any one of these covenants by judgment or court order shall in wise affect any other provisions which shall remain in full force and effect.

CLAUSE VIII

The undersigned certify and covenant that they hold title to

220186

all said land and are authorized to execute this instrument.


IN WITNESS WHEREOF, Carl P. Aarup and Eileen Aarup have caused this instrument to be executed this 7th day of May, 1982.

Carl P. Aarup
Carl P. Aarup

Eileen Aarup
Eileen Aarup

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, Daniel J. Greer, a Notary Public in and for said County and State, Do hereby certify that Carl P. Aarup and Eileen Aarup, 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, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Daniel J. Greer
Notary Public


My commission expires: 12/17/84

Prepared by:
Daniel J. Greer
P. O. Box 1402
Springfield, IL 62705

Mail to:
Carl Aarup
P. O. Box 55
City 62705

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RECORDED

1982 MAY 12 PM 2:39

Mary Ann Harris
RECORDER OF DEEDS
SANGAMON COUNTY, ILL.



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