

MICHAEL LAMM
RECORDER
SANGAMON CO. IL.

**DECLARATION OF BUILDING RESTRICTIONS
AND RESTRICTIVE COVENANTS FOR
COUNTRY MEADOWS, THIRD PLAT**

'92 MAY 5 PM 3 33

Know all men by these presents that the undersigned, The Giacomini Group, being the owner of Country Meadows Third Plat and being desirous of subjecting said property to the restrictions and covenants hereinafter set forth, hereby declares that the above described property is held and shall be transferred, sold and conveyed subject to the following, to-wit:

1. No building site shall contain less than 10,000 square feet. No building site shall be used for other than single family residence purposes. There shall not exist on any building site at anytime more than one detached single-family dwelling.
2. No residence shall contain, exclusive of basement, open porches and garages, a ground floor area of not less than 2,000 square feet for a one story dwelling, or a ground floor area of 1,250 square feet and a total of 2,500 square feet for a dwelling of more than one story. Each garage must at a minimum provide space for at least two cars and must be attached to the dwelling unless otherwise approved by the Architectural Control Committee.
3. No residential unit, including attached porches, breezeways, and garages, shall be erected on any building site nearer to the front lines of said building site than the minimum setback line as shown on the recorded plat of the subdivision or closer than 10 feet to either side of the building site line, or closer than 20 feet to the rear building site line (provided, however, that in the case of corner lots the setback from the side street line shall not be less than the minimum setback line as shown on the recorded plat of the subdivision). Each residential unit shall face a subdivision street. Driveways shall be paved with concrete and/or brick its entire length.
4. 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 of the structure have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. Said gradelines 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 setback line unless similarly approved. Chain link fences are not acceptable. The Architectural Control Committee is composed of Thomas Giacomini, Albert Giacomini, Robert Giacomini, and Dennis Churchill. A majority of the Committee may designate a representative to act for it. In the event of a death or resignation of any member of the Committee, the remaining members shall, within 30 days of such vacancy, 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 this covenant shall be deemed to be fully met. All submissions shall be sent to Albert Giacomini, 2601 Cedar Pond Dr., Springfield, Illinois 62702.

5. Owners will use underground means to install all utilities including telephone, electric and television cables other than for temporary service during construction.
6. All compressors and cooling towers used in conjunction with central air conditioning, and all fuel tanks, including propane, oil or the like, 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 or nuisance to the neighborhood or adjacent property owner.
7. 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 residence, either temporarily or permanently.
8. No building site owner or occupant shall permit any truck, commercial vehicle, boat or trailer, including without limitation, cargo trailer, camper, 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.
9. No satellite dish to be used for television reception shall be located upon any building site.
10. 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.
11. An owner of any vacant building site shall cut the weeds and maintain the same in a clean, sanitary and proper condition.
12. 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.

13. No garbage, waste materials, leaves or combustibles shall be burned upon any building site, street or common area.
14. No sign of any kind shall be displayed to the public view on any building site except one sign of not more than 5 square feet advertising the property for sale or rent by the property owner. The Architectural Control Committee shall approve any and all 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 a building site, except that dogs, cats or other domesticated 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. Each owner of a building site, or a building unit situated upon said site, shall by reason of said ownership be a member of the Country Meadows Homeowners Association and shall abide by the rules and regulations established by the Association including liability for his proportionate share (on a flat fee basis) of the sum required for the proper care and maintenance of the common areas within the subdivision designated as Country Meadows Third Plat or such reasonable assessments as shall be determined by the Homeowners Association and which said sum or sums, if not paid, shall constitute a lien upon the property or unit as herein defined. ✓
18. No building site shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and appropriately screened.
19. These covenants shall run with the land and shall be binding upon 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 percent of the owners of the building sites has been recorded, each building site having one vote, agreeing to change said covenants in whole or in part.
20. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violations or to recover damages.
21. 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 a single lot or tract of land upon which a dwelling is located or intended to be located.

"Unit" as used in this instrument means any dwelling located within the subdivision.

IN WITNESS WHEREOF, Thomas Giacomini, Albert Giacomini, Robert Giacomini, and Dennis Churchill, of Springfield, Sangamon County, Illinois, have caused their names to be affixed hereto on this 5th day of May A.D. 1992.

Thomas Giacomini

Thomas Giacomini

Albert Giacomini

Albert Giacomini

Robert Giacomini

Robert Giacomini

Dennis Churchill

Dennis Churchill

Return

*Tom Giacomini
501 Mill Bank
Spfld., IL 62704*

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FIRST AMENDMENT

Pursuant to a majority vote received at the meeting of the Country Meadows Homeowners' Association on November 20, 1994, the following changes and additions shall be made to and incorporated with Declaration of Building Restrictions and Restrictive Covenants for Country Meadows, First Plat, Document No. 90J019628, pages 000676-000678; Declaration of Building Restrictions and Restrictive Covenants for Country Meadows, Second Plat, Document No. 90J025721, pages 001243-001246; and Declaration of Building Restrictions and Restrictive Covenants for Country Meadows, Third Plat, Document No. 92018990, pages 000537-000540, jointly and severally:

Restriction No. 4 shall be amended to read:

4. 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 of the structure have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Said gradelines 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. Chain link fences are not acceptable. The Architectural Control Committee is composed of members in good standing of the Country Meadows Homeowners' Association Board. A majority of the Committee may designate a representative to act for it. In the event of a death or resignation of any member of the Committee, the remaining members shall, within 30 days of such vacancy, 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 the completion thereof, such approval will not be required, and this covenant shall be deemed to be fully met. All submissions shall be made to Country Meadows Homeowners' Association at its address of record.

Restriction No. 9 shall be amended to read:

9. A satellite dish no larger than 18" in diameter may be placed on the building site provided the location and placement of said satellite dish has been approved by the Country Meadows Homeowners' Association Architectural Control Committee.

Restriction No. 17 shall be amended to read:

17. Each owner of a building site, or a building unit situated upon said site, shall by reason of said ownership be a member of the Country Meadows Homeowners' Association and shall abide by the rules and regulations established by the Association including liability for his proportionate

share (on a flat fee basis) of the sum required for the proper care and maintenance of the common areas within the subdivision designated as Country Meadows or such reasonable assessments as shall be determined by the Homeowners' Association and which said sum or sums, if not paid, shall constitute a lien upon the property or unit as herein defined.

Restriction No. 22 shall be added as follows:

22. No external transmission or receiving tower shall be allowed on a building site.

Restriction No. 23 shall be added as follows:

23. All mailboxes and posts shall be of a type and style designated by the Country Meadows Homeowners' Association Board.

We the undersigned, members in good standing of Country Meadows Homeowners' Association, have read the preceding changes and additions to Declaration of Building Restrictions and Restrictive Covenants for Country Meadows, First Plat, Document No. 90J019628, pages 000676-000678; Declaration of Building Restrictions and Restrictive Covenants for Country Meadows, Second Plat, Document No. 90J025721, pages 001243-001246; and Declaration of Building Restrictions and Restrictive Covenants for Country Meadows, Third Plat, Document No. 92018990, pages 000537-000540, jointly and severally.

No.	Name	Address	Yes	No	Date
1.	<i>[Signature]</i>	2609 Apple Creek Dr SPRINGFIELD, IL 62702	✓		3-22-95
2.	<i>Luene Sandon</i>	2617 Apple Creek	✓		3/23/95
3.	<i>Chucky Bolero</i>	504 N. Durkin Dr.	✓		3-23-95
4.	<i>Jay D. Bobb</i>	2708 W. HAZELNUT	✓		3-23-95
5.	<i>Russ Jones</i>	2700 HAZELNUT	✓		3/23/95
6.	<i>Louise Goldblatt</i>	609 N. Durkin	✓		3/23/95
7.	<i>[Signature]</i>	409 Silver Spring	✓		3/23/95
8.	<i>Ellie B...</i>	508 SILVER SPRING	✓		3-23/95

	Name	Address	yes	no	Date
9.	Max Leeder	2612 HAZELNUT DR. SPRINGFIELD, IL	✓		3/23/95
10.	Lang F. Rindrud	604 N. DURKIN DR SPRINGFIELD, IL	✓		3/23/95
11.	Jo Wassell	400 Colbrook Dr Springfield, IL 02	✓		3/23/95
12.	JOE SILVERI	404 SILVER SPRING 62702	✓		3/23/95
13.	Michael Fenner	608 N Durkin Dr.	✓		3-23-95
14.	Mike Seite	509 Silver Spring 62702	✓		3-23-95
15.	James McLeod	409 Colbrook	✓		3-23-95
16.	Paul C. Tans	505 Durkin	✓		3-23-95
17.	Ernie Prosperini	500 N. Durkin	✓		3-23-95
18.	Wendell	2705 Cedar Pond	✓		3/23/95
19.	Sina Bennett	509 N. Durkin Dr.	✓		3/23/95
20.	Kathleen L Hoff	605 Sunny Brook Rd	✓		3/23/95
21.	John Deaconini	2609 Cedar Pond	✓		4/2/95
22.	Janet Haffney	2605 Cedar Pond	✓		4/2/95
23.	Robert Guerin	2600 Apple Creek	✓		4-2-95
24.	Alvin C. Hoff	600 Sunny Brook	✓		4-2-95
25.	Maugh. Decker	2608 Apple Creek	✓		4-2-95
26.	Debra J. Jumpercut	601 Sunny Brook Rd	✓		4-2-95

		Address	Y/N	Y/N	Date
27.	Pat Freeman	2612 Cedar Pond	Y		4/6/95
28.	Mary Clampet	700 Country Meadows Dr	X		4/8/95
29.	T. Jack Carlock	608 Sunway Brook Rd	X		4/22/95
30.	Scott M. Paul	409 N. Durkin N.	X		5/2/95
31.	Karen D. Hight	2620 Cedar Pond	X		5/11/96
32.	Maureen Marie Shupe	609 Silver Spring	X		5-4-96
33.	Michael A. Meyer	2704 HAZELNUT DR.	X		9/2/95
34.	Steve Knight	701 Country Meadows	✓		9-16-95
35.	Steve Schmitt	401 SILVER SPRING	✓		9-16-95
36.	Frank Callahan	401 N. Durkin	✓		9-16-95
37.	John E. Jeff	404 N. Durkin	✓		9-16-95
38.	Willie Bruce	2604 HAZELNUT	✓		9-16-95
39.	Mike Pan	2621 Hazelnut	✓		9/16/95
40.	Ben K. Dallen	2605 Hazelnut	✓		9/16/95
41.	OMK [unclear]	2624 Hazelnut	X		9-16-95
42.	John Endris	505 Colbrook	X		9-16-95
43.	Meg Lambert	504 Colbrook	X		9-16-95
44.	Boyd Reed	2616 Hazelnut	X		9-16-95

	Name	Address	Yes	No	Date
45.	Karla Kerbach	2601 Hazelnut	✓		3/13/96
46.	Queen Rysz	2600 Hazelnut	✓		3/13/96
47.	Don M. Cookley	2620 Hazelnut	✓		3/24/96
48.	Patricia K. Clavida	405 Colbrook	✓		5-4-96
49.	Robert E. Pyle	413 Silver Spring Dr.	✓		3/24/96
50.	Todd Rye	500 Silver Spring	✓		3-24-96
51.	Joe Burt	504 Silver Spring	✓		3/24/96
52.	Church Clinic	601 SILVER SPRING	✓		3-24-96
53.	Gary Wright	604 SILVER SPRING	✓		3/24/96
54.	Susan Woodcock	401 Colbrook Dr.	✓		3/24/96
55.	John D. Smith	404 Colbrook Dr.	X		4/2/96
56.	Anna Pittell	2608 Hazelnut	X		4/2/96
57.	Nick D. Harrison	408 Colbrook	X		4/3/96
58.	Prashanta Nandi	501 Colbrook Dr	✓		4/3/96
59.	Rhonda Bebert	500 Colbrook	✓		4/5/96
60.	Margaretma Sengle	604 SUNNY BROOK	✓		4/8/96
61.	Pam Manning	600 Silver Spring	✓		4-23-96
62.	Marian Diacomini	2601 Cedar Pond Dr.	✓		4-30-96

	Name	Address	Yrs	To	Date
63.	Judie White	612 Sunny Brook Rd.	✓		4/30/96
64.	Dave Gurf	2712 Hazelnut	✓		5/2/96
65.	Arawna Wheeler	405 Silver Spring	✓		5/2/96
66.	Kobal E. St	2709 Cedar Road	✓		5/2/96
67.	Donna Klein	2625 Cedar Pond	✓		5-2-96
68.	Lisa Ayre	2701 Cedar Pond	✓		5/2/96
69.	Fred Bishop	513 Calbrook Dr.	✓		5/2/96
70.	Delores Kline	509 Calbrook Dr.	✓		5/2/96
71.	Carl Whitney	408 N Durkin	✓		5/2/96
72.	John Vaughan	508 N Durkin	✓		5/2/96
73.	Dale Millsap	600 N Durkin	✓		5/2
74.	James Thudium	601 N Durkin Dr.	✓		5/2
75.	Casey Muehle	605 N. Durkin	✓		5/2
76.	Joseph J. Greene	501 N. Durkin	X		5/2
77.	John Terese	405 N. Durkin	X		5/2
78.	Patricia J. Limony	605 Silver Spring	X		5/4
79.	Barry Hudson	501 SILVER SPRING	X		5/4
80.	Jay Masi	408 Silver Springs Dr	X		5/4

	NAME	1700 No.	YES	NO	DATE
81	RICK PAINE	417 Silver Spring	✓		5/5/96
82	Don + Carol Beck	2616 Cedar Pond	✓		5/6/96
83	Barb + Lou Sanders	412 Silver Spring Drive	✓	Not too happy about antenna restriction	5/6/96
84	Therese	505 Silver Spring Dr.	✓		5/6/96



RANDALL H. JONES
 2700 HAZEL NUT DRIVE
 SPRINGFIELD, ILL 62702

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SANGAMON COUNTY
 ILLINOIS

96-22564

96 JUN -5 AM 11:34

Mary Ann Sammel
 RECORDER

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