

FALLINGBROOK WEST - 3(A)
DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, McCarthy Building Companies, a Missouri Corporation, authorized to do business in the State of Illinois as McCarthy Properties, Inc., is the owner of all the Lots in the Fallingbrook West, 3rd Addition (Phase 3A), situated in the Southeast Quarter of Section 25, Township 16 North, Range 6 West of the Third Principal Meridian, and in the Southwest Quarter of Section 30, Township 16 North, Range 6 West of the Third Principal Meridian, in the City of Springfield, Sangamon County, 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 of 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 Fallingbrook West 3rd Additions (Phase 3 A), shall be sold, transferred and conveyed subject to the following covenants and restrictions:

1. Use 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 Kenneth Bonastia, Dale Lowman and Michael McCarthy. 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 representatives 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 plot 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.

2. Minimum Building Size. Each dwelling unit shall have a minimum above grade living area of 1800 sq. ft. for single level ranch, and 2200 sq. ft. for two level homes. Each unit shall have a minimum of a two car garage attached. Living area is exclusive of garages and porches.

3. Setback Restrictions. In no event shall any building be located nearer than five (5) feet to any interior lot line (defined as any boundary of a lot or part of a lot which is not a front lot line), with the combined minimum for both sides of 15 feet, or closer than thirty (30) feet to the front lot line, except that the location of buildings on corner lots shall be approved by the Committee. For purposes of this covenant, eaves, steps and open porches shall not be considered part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. 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 of other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or

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 on the plat of said subdivision, an easement is hereby reserved 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.

5. 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, mobile home, camper, trailer, basement, tent, shack, garage, barn or other out-building 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 purposes.
- 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 permanent 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.

6. Driveways and Culverts. Any driveway on said property shall be constructed of concrete or blacktop and shall have a minimum width of eighteen (18) feet to serve a two car garage.

7. Completion Requirements. No house shall be occupied as a residence until the exterior thereof has been completed, and all occupancy permits have been obtained from the City of Springfield. The completion of the house is to be accomplished within a reasonable time period, but not to exceed 6 months from commencement.

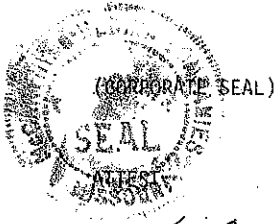
8. Duration of Restrictions. The aforesaid covenants shall run with the land and shall bind all persons and those claiming under them for twenty-five (25) years from the date of record of these covenants after which time said covenants shall be automatically extended for successive ten (10) year periods 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 covenants in whole or in part.

9. Remedies for Violation. 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, 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.

10. 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.

Executed this 20 day of AUGUST, A.D. 1981.

356053



McCarthy Building Companies
A Missouri Corporation

By: Timothy R. McCarthy

Frank J. Bonastia

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS

I, E. Marian Wallis, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Timothy R. McCarthy and Kenneth J. Bonastia, of McCarthy Building Companies, a Missouri Corporation, personally known to me to be the Vice Pres. and Asst. Treas. respectively, of said corporation, appeared before me this day in person and acknowledged that as such V.P. and Asst. Treas., they signed, sealed and delivered the foregoing instrument and caused the corporate seal of the corporation to be affixed thereto 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, pursuant to the authority of the Board of Directors.

Given under my hand and notarial seal, this 20th day of August, A.D., 84.

E. Marian Wallis
Notary Public

E. MARIAN WALLIS
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 2/2/85
ST. LOUIS COUNTY

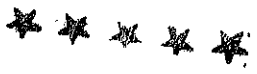


Prepared By & Return to:
Donald G. Cooper, P.C.
P.O. Box 2418
Springfield, MO 65705

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RECORDED

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George Ann Johnson JB
RECORDER, SANGAMON CO., IL



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