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OWNER'S DECLARATION OF RESTRICTIVE COVENANTS

IN GLENWOOD PARK FIFTH ADDITION TO

THE VILLAGE OF CHATHAM, ILLINOIS

*Mary Ann Summit*  
RECORDER, SANGAMON CO., ILL.

DATED: **JUNE 26, 1986**

WHEREAS, Glenwood Park Partners of 14 Candi Court, Chatham, Illinois 62629 are owners of the premises described in the foregoing Surveyor's Certificate, do hereby subdivide said tract of land and do designate such subdivision as Glenwood Park Fifth Addition, being an addition to the Village of Chatham, Illinois, in accordance with the attached Plat thereof entitled Glenwood Park Fifth Addition, being an addition to the Village of Chatham, Illinois, part of the Southeast Quarter of Section 8, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, for the purpose of the sale of lots therein by Streets and description and number appearing and designated on said plat. Streets and parkways as marked and identified thereon are dedicated to public use as thoroughfares and for use incident to the installation of sewers, water mains and all other public utility purposes. Easements as marked and identified thereon are dedicated for use incident to the installation of sewers, water mains, and all other public utilities and for use in providing surface water drainage.

WHEREAS, it is desirable to secure the best use and improvements and to protect the owner 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 to preserve the natural beauty of said subdivision, to locate structural improvements therein with proper regard to topographical features of said subdivision and to generally provide for a quality type of development of said subdivision, Fifth Addition, grantor as owner does hereby, for itself and for its successors and assigns, covenant and agree with all grantees of tracts in said subdivision that the following list of conditions and restrictions shall be, and they are hereby declared to be covenants running with the premises conveyed;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Glenwood Park Partners of 14 Candi Court, Chatham, Illinois 62629 owners of said property, do hereby declare that all lots in said Glenwood Park Fifth Addition shall be sold, transferred and conveyed subject to the following covenants and restrictions:

1. Areas identified by the letter "P" in the aforesaid plat of Glenwood Park Subdivision shall be used only for park and recreational purposes and no structures, not related to such purposes, shall be erected or placed thereon.
2. Lots shall be used for residential purposes only and not more than one residential structure shall be placed on each lot. Each of said

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structures shall be limited to one single family, detached dwelling not exceeding two and one-half stories in height with private garage for not more than three automobiles.

3. All residential structures shall meet the following standards: The ground floor area, including utility room and excluding cellar, basement, open porch, breeze-way and garage, shall possess an enclosed area of not less than one thousand four hundred ninety (1,490) square feet, measured from the outside of each exterior wall, and every dwelling of more than one story, including utility room and excluding cellar, basement, open porch, breeze-way and garage, shall possess an enclosed area of not less than one thousand five hundred fifty (1,550) square feet, measured from the outside of each exterior wall.

4. "Building site" as used in this instrument shall mean any part of any single tract of land, all of which is owned by the same person or group, and no residential structures shall be erected or placed on any building site having an area less than the area of the smallest lot in said subdivision. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building set back line unless approval for same has been theretofore obtained from the subdivision's governing authority.

5. No building shall be erected on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. 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 lot to encroach upon another lot, except if both lots are owned by the same person or persons. No structure shall be located nearer than fifteen feet to any side lot line except if both lots are owned by the same person or persons.

6. Easements for installation and maintenance of drainage and utility facilities are reserved as shown on the recorded plat of Glenwood Park Fifth Addition.

7. All sanitary sewer laterals shall be connected to the Springfield Sanitary District Sewer System and no individual waste disposal system and septic tank shall be installed on any lot or lots owned by the same person.

8. All electric, telephone and cable television service lines and wires in Glenwood Park Fifth Addition and to any building site therein shall be installed underground, except that above-ground electrical service shall be permitted temporarily during and incident to construction on a building site.

9. No automobile, truck or similar type vehicle or commercial vehicle, trailer, camper or boat shall be maintained or parked on any building site, lot or in or along the streets of Glenwood Park Fifth Addition for periods of more than eight hours except in a garage.

10. No structure of a temporary nature, whether same be a partially completed permanent structure, basement, garage, shack, barn or other form of outbuilding or trailer, camper, tent or similar type of abode shall be used on any building site at any time as a residence.

11. No signs of any kind shall be displayed to the public view on any building site or lot excepting one professional sign or not more than five square feet situated thereon advertising said property for sale or rent.

12. No animals of any kind other than household pets shall be raised, bred or kept on any building lot and all household pets shall be kept within the confines of the lot of its owner except when on leash.

13. No lot owner shall interfere with the free flow of surface water across his lot.

14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

15. No building site or lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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

17. Trees, shrubs, bushes and similar growths situated in the subdivision parks and upon all other grounds common to its residents shall not be trimmed, cut or removed without the permission of the appropriate authorities.

18. Should any local municipal ordinances or other governing statutes be more restrictive than any of the restrictive covenants contained herein, then such ordinances or statutes shall be deemed controlling.

19. The restrictive covenants contained herein shall run with the land and shall be binding on all original lot owners and their respective successors in title or interest for a period of twenty years from the date this declaration is recorded after which time said covenants shall automatically expire unless renewed.

20. The right to enforce the restrictive covenants contained herein by injunction or other appropriate legal relief or remedy shall be and is hereby vested in all original lot owners and their respective successors in title or interest and in their heirs and assigns.

21. Enforcement of these restrictive covenants shall be by appropriate proceedings at law or in equity by any interested party against any person violating or attempting to violate any restrictions, either to restrain further violation thereof or to recover damages due to such violation. No proceeding in this regard shall be brought after an improvement has been completed.

22. An architectural control committee known as Glenwood Park Partners shall be organized contemporaneously herewith. No structure shall be erected in Glenwood Park Fifth Addition until the construction plans and specifications and a plat plan showing the location of the structure and of the driveway have been approved in writing by Glenwood Park Partners 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 and building lines. In the event said Glenwood Park Partners fail either to approve or disapprove any such plans and specifications within thirty days after same have been submitted to it or otherwise fails to file suit to enjoin the erection of such building structure or the making of alterations within forty-five days after construction has commenced, such approval will not be required and the prior approval of Glenwood Park Partners will be deemed to have been waived. All construction work must be diligently pursued to completion within a reasonable time as determined by Glenwood Park Partners.

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23. Glenwood Park Partners shall cause all areas identified by the letter "P" on the aforesaid plat to be conveyed to Glenwood Park Homeowners Association, an Illinois not-for-profit corporation. Said corporation is ordained to serve and promote the general welfare of the residents of Glenwood Park Fifth Addition through sponsorship and endorsement of various civic, recreational, charitable, social and educational activities of the addition, and, in particular, through establishment and maintenance of all parks, playground areas and all other open areas as have been or may hereafter be dedicated or otherwise contributed to community use in said addition. Assessment may be made from time to time as financial support in accomplishment of said corporate purposes; however, in no event shall such assessments exceed the sum of Fifty Dollars (\$50.00) annually per member unless increased by a duly adopted resolution of said corporation made necessary by inflation or catastrophe. Such assessments shall be deemed to or otherwise constitute a lien upon or against any portion of a member's interest in real estate in the said Glenwood Park Fifth Addition until paid.

24. Invalidation of any one or more of these restrictions by judgement or court order shall not affect any of the other restrictive covenants set forth herein and same shall remain in full force and effect.

IN WITNESS THEREOF, GLENWOOD PARK PARTNERS of 14 Candi Court, Chatham, Illinois 62629 have hereunto affixed their hand and set their seal this 26<sup>TH</sup> day of JUNE, A.D., 1986.

GLENWOOD PARK PARTNERS  
OWNERS

BY:

  
WILLIAM P. RYAN  
PARTNER

  
KENNETH R. BOYLE  
PARTNER

  
FRANK T. KYGER  
PARTNER

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I, Betty A. Maguire, a Notary Public in and for said County and State, do hereby certify that WILLIAM P. RYAN, KENNETH R. BOYLE, FRANK T. KYGER the same being all of the Glenwood Park Partners personally known to me to be the same persons whose names are subscribed to the foregoing Restrictive Covenants in Glenwood Park Fifth Addition to the Village of Chatham, Illinois, dated June 26, 1986 and as such Glenwood Park Partners they appeared before me this day in person and acknowledged that they signed and sealed said instrument and adopted said Restrictive Covenants as their free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 26<sup>th</sup> day of June A.D., 1986.

Betty A. Maguire  
NOTARY PUBLIC



Prepared by: William P. Ryan  
14 Candi Court  
Chatham, Illinois 62629  
Telephone: (217) 483-3599

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