

DECLARATION OF BUILDING RESTRICTIONS AND RESTRICTIVE  
COVENANTS FOR HIGH POINTE SUBDIVISION  
SPRINGFIELD, ILLINOIS

10-25-81  
#1918

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Champion Development Corporation, an Illinois Corporation, being the owner of all of the following described real estate:

Situated in the County of SANGAMON, State of ILLINOIS, and described as follows:

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EAST RIGHT OF WAY LINE OF F.A. ROUTE 662 (VETERANS PARKWAY) EXCEPTING THE EAST 5.03 ACRES OF THE NORTH HALF THEREOF AND EXCEPTING ALL THAT PART OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID QUARTER SECTION LINE, 926.00 FEET WEST OF THE CENTER OF SAID SECTION 30; THENCE NORTH AT RIGHT ANGLES 358.71 FEET; THENCE WEST AT RIGHT ANGLES 258.71 FEET; THENCE SOUTH 358.71 FEET TO THE AFORESAID QUARTER SECTION LINE; THENCE EAST 258.71 FEET TO THE POINT OF BEGINNING.

EXCEPTING ALL THAT PART OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 30 LYING NORTH OF SPRING CREEK, AND

EXCEPTING ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SPRINGFIELD, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE

NORTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 88 DEGREES 50 MINUTES 55 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 920.87 FEET; THENCE NORTH 1 DEGREE 29 MINUTES 55 SECONDS WEST, 370.54 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 05 SECONDS WEST, 14.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 30 MINUTES 05 SECONDS WEST, 152.66 FEET TO THE EASTERLY RIGHT OF WAY LINE OF F.A. ROUTE 662 (VETERANS PARKWAY); THENCE NORTH 17 DEGREES 42 MINUTES 29 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 162.24 FEET; THENCE SOUTH 34 DEGREES 26 MINUTES 38 SECONDS EAST, 182.56 FEET TO THE POINT OF BEGINNING, CONTAINING 0.27 ACRES, MORE OR LESS, EXCEPTING AND RESERVING A 20 FOOT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF A DRAINAGE SWALE TO DRAIN STORM WATER FROM HIGH POINTE SUBDIVISION. SAID EASEMENT BEING DESCRIBED AS THE WEST 20 FEET OF THE ABOVE DESCRIBED PROPERTY LYING NORTH OF AN EXISTING DRAINAGE DITCH.

(Also known as Lots 1 through 48, inclusive, in High Pointe, a Subdivision in the City of Springfield, Illinois, being a part of the Southeast 1/4 of the Northwest 1/4, Section 30,

Township 16 North, Range 5 West of the Third Principal Meridian, as shown by the Plat thereof recorded October 5, 1938, as Document No. E17196, in the Recorder's Office of Sangamon County, situated in the County of Sangamon, State of Illinois.)

AND desiring to insure the best use and most appropriate development and improvement of each lot on said property, to protect the owners of each lot 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 guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious appearances, to encourage and secure the erection of attractive homes with appropriate locations thereof on each lot, to secure and maintain proper set-backs from streets and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of the lots therein,

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 or lot thereof, and shall apply to and bind the undersigned, its successors and assigns, HEREBY DECLARES THAT THE ABOVE DESCRIBED PROPERTY IS HELD AND SHALL BE TRANSFERRED, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS, RESERVATIONS AND CHARGES, to wit:

1. "Building site" as used in this instrument means a lot as shown on the plat to be recorded for such property, which shall be known as the High Pointe Subdivision, Springfield, Illinois. No more than one single-family residence shall be erected or constructed on any building site nor shall any building site be subdivided into smaller lots to avoid the intent of this paragraph, but portions of lots may be conveyed to adjoining lot owners as long as the portions to be conveyed are contiguous to the owned lot of the prospective owner.
2. 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 detached single-family dwelling.
3. Residences shall contain, exclusive of basements, open porches and garages,
  - (a) a ground floor area of not less than 1800 square feet for a one story dwelling,

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- (b) a ground floor area of at least 1200 square feet with a total of 1800 square feet of livable floor area for a one and a half story dwelling,
- (c) a total of at least 2200 square feet of livable floor area with 1100 square feet of ground floor area for a two story dwelling.

Each residence must have an attached garage which, at a minimum, must contain floor area of at least 400 square feet and provide space for at least two cars.

- 4. Owner hereby creates an Architectural Control Committee, composed of Cullen E. Birdsell, Frank Owens and Jeffrey Langbehn. In the event of the death or resignation of any member of said committee, the remaining members shall appoint a member to fill the vacancy. The Architectural Control Committee shall have the right to prevent the clearing of a lot and subsequent excavation and grading prior to construction of the residence upon such lot according to the following:

Prior to the construction of the residence, a lot owner is required to seek approval of building plans, consisting of site and floor plans and exterior elevations, through the Architectural Control Committee. The Committee shall consider quality of workmanship and materials, exterior design, location with respect to topography and finished grades, elevations and building lines, locations of driveways and walkways and the preservation of any existing trees and wooded areas. The list of materials to be used in the construction, including type and colors of such materials, must be submitted along with such site and floor plans and exterior elevations. The lot owner agrees that he/she will not obtain a building permit until the Architectural Control Committee has approved the site and floor plans and exterior elevation drawings submitted to it. If no objections to the plans are raised by the Architectural Control Committee within seven days of submission of said drawings to the committee, the plans shall be deemed to have been approved by said Architectural Control Committee.

- 5. All utilities, including telephone, electric and television cable other than for temporary service during construction, shall be located underground.
- 6. Each dwelling shall be connected to the public sanitary and storm sewers.
- 7. During clearing and construction, until all exposed dirt from excavation has been removed from the lot or brought to an approved final grade surrounding the dwelling unit, and until the lot is permanently landscaped with vegetation or

landscaping material, the lot owner shall take such steps as are necessary to prevent the erosion and washing of soil from the lot.

8. Soils, mud and landscape waste carried from a lot onto other properties and common areas such as easements, rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary, at the expense of the lot owner.
9. No noxious or offensive trade or activity shall be conducted on said property or on any lot therein.

No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuildings shall be erected or placed on any lot at any time except during the construction period, without approval of the Architectural Control Committee. No derelict vehicle shall be kept or stored on any lot.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in said subdivision except dogs and cats and other common household pets, so long as they are not kept, bred or maintained for any commercial purposes.

All weeds shall be kept cut on sold vacant lots, and no such vacant lots shall be permitted to fall into an unsightly condition, except that the lot owner shall not be obligated to clear natural wooded areas of brush and undergrowth. 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 and cleaned up by the subdivider at the expense of the owner.

10. No lot owner or occupant shall permit any commercial vehicle, trailer, including without limitation, cargo trailer, camper, boat trailers, house trailers, mobile homes or carry alls to be parked or stored on the lot, in the driveway, or in the street in front of or along side of the lot for more than 48 hours. This shall not prevent the lot owner or the occupant from storing a commercial vehicle owned by such owner or occupant or used by him in his business in the garage of the premises.
11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded for said High Pointe Subdivision. Within these easements, no structure shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities or easements. 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 by virtue of the plat of said subdivision has assumed that responsibility.

12. The topography and finished grade elevations of each lot and homesite must be consistent with the grade line and elevation of the other homesites in the subdivision. Final determination as to the first floor elevation shall be made by the Architectural Control Committee.
13. Any fencing constructed on any lot on said property shall conform to the City of Springfield ordinances; however, no fencing shall be permitted in front yards except for decorative fencing. All fences must be erected at least six inches inside property or lot lines.
14. No sign of any kind shall be displayed to the public view on any building site except for 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 signs used by the builder to advertise the property during the construction and sales period. The Owner and Declarant hereunder shall specifically be exempt from this provision.
15. No spirituous, vinous or malt liquors shall be sold or kept for sale on said property.
16. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in 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 on any lot.
17. After the construction of the sidewalk in front of a lot and acceptance by the City Engineer or his representative, the lot owner shall be responsible for replacing at his own expense, any broken or cracked section of said sidewalk adjacent to his lot.
18. All construction of a dwelling must be diligently pursued to completion within a one year 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. All front and side yards, including front yards between the sidewalk and street curb, shall be sodded as soon as practicable after completion of the dwelling. Rear yards may be either sodded or seeded.
19. No satellite television antenna, satellite dish receiver or similar appliance shall be maintained on said property or on any lot therein.

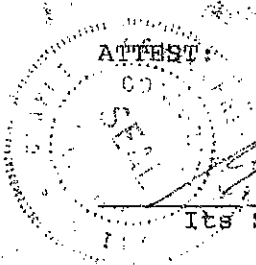
20. No lot or building site shall be altered in any manner to disturb the existing flood plain and any drainage easements as shown on the final plat recorded for the High Pointe Subdivision. No construction or any improvements shall be permitted in any flood plain or drainage easement as shown on the recorded final plat for the High Pointe Subdivision. The flood plain area of any lot shall be maintained continuously by the owner of such lot, except for those improvements for which a public authority by virtue of the plat of said subdivision has assumed that responsibility

The aforesaid 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 more than 75% of the then record owners of the building sites delineated in the final plat for High Pointe Subdivision, each building site having one vote, has 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.

In the event of violation or breach of any of these covenants and restrictions by any person or entity subject to such covenants and restrictions, a person or entity enjoying the benefit of these restrictions shall have the right to proceed in a judicial action at law or in equity to compel compliance with the terms of these covenants and restrictions, or to prevent the breach or violation of them.

Invalidation of any one or more 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.

IN WITNESS WHEREOF, Champion Development Corporation has caused this instrument to be executed by its duly authorized officers, pursuant to authority of its board of directors this 17th day of October, 1988.



Its Secretary

CHAMPION DEVELOPMENT CORPORATION

By: [Signature]  
Its Executive Vice President

