

9
25
28

SANGAMON COUNTY
ILLINOIS

98-50379

98 SEP 25 09:18

Mary Ann Seaman
RECORDER

PROTECTIVE COVENANTS

Relating to "Lake Forest Estates Eighteenth Addition",

KNOW ALL MEN BY THESE PRESENTS:

That DUAL DEVELOPMENT COMPANY II, an Illinois joint venture comprised of Maurice B. Dullenty, Janice E. Dullenty, Joseph G. Albers and Sandra K. Albers, being the owner 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 declares 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 with respect to the various portions thereof set forth in the several clauses and subparagraphs of this declaration is more particularly described as follows:

000299

Lots 1 through 23, both inclusive, in Lake Forest Estates Eighteenth Addition, a subdivision of part of the Southwest Quarter of the Southeast Quarter of Section 7, Township 15 North, Range 4 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois.

The metes and bounds description of said property is as follows:

From an iron pipe at the Northeast corner of said Southwest Quarter of the Southeast Quarter of Section 7, Township 15 North, Range 4 West of the Third Principal Meridian, S.00°-09'-48"E., on the Quarter-Quarter Section line, 161.36 feet to the point of beginning; thence continuing on said Quarter-Quarter Section line S.00°-09'-48"E., 975.76 feet; thence S.88°-08'-58"W., along the North right-of-way line of Buckeye Drive, 354.00 feet; thence N.00°-08'-00"W., on the Easterly line of Lake Forest Estates Ninth Addition, 964.87 feet to the Southerly line of Lake Forest Estates Sixth Addition; thence N.89°-24'-22"E., on said Southerly line of Lake Forest Estates Sixth Addition, 173.36 feet; thence N.00°-09'-48"W., 20.01 feet; thence N.89°-50'-12"E., 180.00 feet to the point of beginning, containing 7.881 acres, more or less.

CLAUSE II

To ensure the best use and more 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 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 building sites; to secure and maintain property setbacks from streets and adequate free spaces between structures, and in general to provide adequately for high-type and quality of improvements on said property and thereby enhance the values of improvements made by purchasers of building sites therein, the real property described in Clause I hereof is hereby subjected to the following conditions, restrictions, covenants, reservations and charges, to wit:

(a) No building site shall be used except for residential purposes. No building site shall be erected, altered, placed or permitted to remain on any building site other than a single family dwelling not to exceed two stories in height, a private garage or garages and other outbuildings incidental to the residential use of the premises.

(b) No building shall be erected, placed or altered on any building site until the construction plans and specifications and a plot plan showing the location of all structures have been approved in writing by the Architectural Control Committee (or by a representative designated by a majority of the members of said committee) 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. No residential building shall be erected, placed or permitted to be used on any building site without the prior written approval of the Architectural Control Committee or its representatives designated as aforesaid, and the discretion of said committee in withholding or granting said approval shall be absolute. The words "family dwelling" or "dwelling" as used in these covenants shall be construed to mean a single-family dwelling. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building setback line unless similarly approved. Said Architectural Control Committee shall be composed of Joseph G. Albers and Maurice B. Dullenty. In the event of the death or resignation of any member of said committee, the remaining members or member shall have full authority to approve or disapprove such design and location or to designate a representative with like authority or to appoint a member or members to fill the vacancy. In the event said committee, or its designated representative, fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications and plot plans have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty (30) days after construction is commenced, or prior to the completion thereof (whichever period is longer), such approval will not be required and this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to violation of paragraph (g) following). Neither the members of said committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on January 1, 2015, and thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall have been executed by the then record owners of a majority in area of the land within the boundaries of said lots and shall have been duly recorded in the office of the Recorder of Deeds of said county, appointing a representative or representatives who shall thereafter, for the time specified in said agreement, exercise the same powers exercised by said committee.

(c) There shall not be erected, placed or suffered to remain [1] any single-family dwelling having a building site area of less than 6,000 square feet; [2] any dwelling on any building site which

has a width at the building setback line of less than 60 feet (such measurement to be made from lot line to building site line along the setback line on corner lots).

(d) No single-family dwelling shall be permitted on any building site at a cost of less than One Hundred Thousand Dollars (\$100,000.00), based upon cost levels prevailing at the date that these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings of whatever type shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum costs stated herein for the minimum permitted dwelling sites. The minimum floor area for any one story single-family dwelling unit shall be 1,700 square feet. The minimum floor area for any two story single-family dwelling unit shall be 2,000 square feet.

(e) No building shall be located on any building site nearer to the front lot line or nearer to the site street line than the minimum setback lines shown on the recorded plat. No building shall be located on any building site nearer to any interior (side) building site line than 7.5 feet. No building other than a dwelling shall be located on any building site nearer than 35 feet, measured toward the interior of the building site from any said building setback line as shown on said plat nor nearer than 3 feet from any interior building site line. For the purposes of this paragraph, eaves, steps and open porches shall not be considered as 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.

(f) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(g) No satellite dish, television satellite reception disk or similar device shall be maintained or used upon any building site. This restriction shall not apply in the event that local, state or federal law, ordinance or regulation shall prohibit it.

(h) No dwelling, dwelling unit, or part thereof, may be occupied by any owner during the period that said dwelling or dwelling unit is being constructed and prior to the time that a certificate of occupancy has been issued by the city of Springfield, Illinois or other appropriate governmental unit. All construction shall be completed within one (1) year of the commencement of any construction upon any building site.

(i) 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 a residence, either temporarily or permanently.

(j) 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.~~

(k) 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.

(l) No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property. No kennel, house or other structure shall be maintained in any yard as temporary or permanent living quarters for any house pet.

~~(m) No building site 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 clean and sanitary condition.~~

(n) No fence, wall, hedge or other shrub planting which obstructs sight lines at elevations between two and six feet above the paved surface of the nearest adjacent vehicle roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the respective straight street property lines extended to their intersection and a line connecting them at points 25 feet from the intersection of such respective straight street lines. No tree shall be permitted to remain within such triangular area unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines at said elevations.

~~(o) All driveways from the public streets to the garages of the dwelling units will be portland cement concrete or exposed aggregate concrete.~~

(p) Any above ground swimming pool shall be enclosed and screened by a solid and opaque privacy wall or fence at least five feet in height.

(q) The elevation views of dwelling units that face public streets will be constructed of some brick or stone veneer.

(r) The front yard area, including the boulevard and the side yard area to the back building line of the dwelling unit, will be landscaped with grass ~~so.~~

(s) All dwelling units shall have attached garages.

(t) Construction plans for dwelling units must be approved by the Architectural Control Committee prior to commencement of construction.

CLAUSE III

"Building site" as used in this instrument means all or any part of any single tract of land, all of which is owned by the same person or persons. In the event that any such single tract of land is included in part within some part of the lots above described and in part within other lands, the entire such single tract of land shall be deemed to be and constitute a building site.

CLAUSE IV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument in writing executed by the then record owners of a majority in area of the land within the boundaries of said lots shall have been recorded in the office of the Recorder of Deeds of said county, agreeing to change or revoke said covenants in whole or in part.

CLAUSE V

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 VI

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.

CLAUSE VII

The undersigned certifies and covenants that it holds title to all of said land and is authorized to execute this instrument.

IN WITNESS WHEREOF, Dual Development Company II has caused this instrument to be executed by Maurice B. Dullenty, Janice E. Dullenty, Joseph G. Albers and Sandra K. Albers this 23 day of SEPTEMBER, 1998.

DUAL DEVELOPMENT COMPANY II,

BY: Maurice B. Dullenty
Maurice B. Dullenty

Janice E. Dullenty
Janice E. Dullenty

Joseph G. Albers
Joseph G. Albers

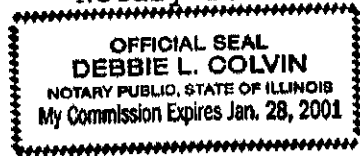
Sandra K. Albers
Sandra K. Albers

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Debbie L. Colvin, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that MAURICE B. DULLENTY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 23rd day of September, 1998.

Debbie L. Colvin
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

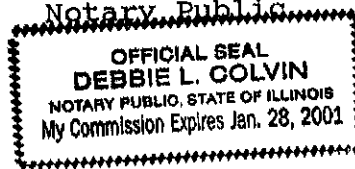
I, Debbie L. Colvin, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JANICE E. DULLENTY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and

delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 23rd day of September, 1998.

Debbie L. Colvin

Notary Public



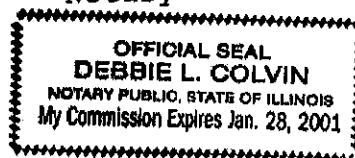
STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Debbie L. Colvin, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JOSEPH G. ALBERS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 23rd day of September, 1998.

Debbie L. Colvin

Notary Public



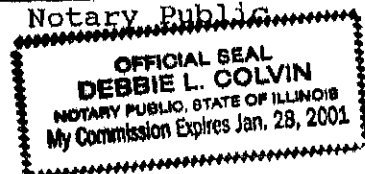
STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Debbie L. Colvin, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that SANDRA K. ALBERS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 23rd day of September, 1998.

Debbie L. Colvin

Notary Public



Prepared by and Return to:

James D. Kelly
Presney, Kelly & Presney
726 South Second Street
Springfield, Illinois 62704
(217) 525-0016