

DECLARATION OF RESTRICTIONS CONCERNING

LAKE KNOLLS SECOND PLAT

This declaration made this 22nd day of September, A. D. 1961, by Southway Builders, Inc., an Indiana Corporation, owner of Lake Knolls Second Plat, a Subdivision of Part of the Southeast Quarter of the Northeast Quarter of Section 9, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, (Surveyed by Raynolds and Wahlschlager, Illinois Land Surveyors).

WHEREAS, declarant desires to subject said property to the following conditions, restrictions and charges for the benefit of said property and its present subsequent owners:

1. No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot in the subdivision other than one single family dwelling (not to exceed 2 1/2 stories in height) and a private garage, except upon special written approval of the Improvement Board a dwelling may be erected upon such lot containing two single family units.

2. No building shall be permitted on any building site that does not have the following minimum number of square feet of floor space:

(a) One Thousand One Hundred (1100) square feet on the first floor, or

(b) Seven Hundred (700) square feet on each of two floors of a two story house, or

(c) Nine Hundred (900) square feet on the first floor and Four Hundred (400) feet on the second floor for a 1 1/2 story house or similar arrangement, or Fourteen Hundred (1400) square feet aggregate floor space for the two floors, or

(d) Six Hundred Fifty (650) square feet on each of two levels in a tri-level or hillside house, or not less than Thirteen Hundred (1300) square feet aggregate on two of the three levels. The computation of square feet of floor space shall be based on the exterior measurements of the main structure and shall exclude porches, breezeways, garages and utility rooms, except a utility room in the main structure.

3. No building shall be located on any building site 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. No building shall be located nearer than five (5) feet to an interior building site line, thus having a minimum side yard of not less than five (5) feet. No dwelling shall be located on any building site the front of which dwelling is nearer to the rear lot line than the minimum building set-back line shown on the recorded plat, except that the limitation may be removed as to the front set-back line in reference to steps, eaves and open porches upon the written approval of the Improvement Board, and except that the limitation may be removed as to the minimum side yard lines as to steps and eaves upon the written approval of the Improvement Board. No portion of any garage shall be nearer the street line which the front of the dwelling faces than the front line of the dwelling.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any condition or activity be permitted which will endanger the health or disturb the quiet of any other residents or lot owners. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall 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. Each lot owner shall keep weeds cut and after erection of a dwelling shall establish and maintain a lawn and reasonable landscaping and keep the lawn mowed; and any garden area, except landscaping, shall be located to the rear of the dwelling.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any building site at any time as a residence, either temporarily or permanently. 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 or paint or building equipment be exposed to public view after occupancy as a dwelling.

6(a). No advertising or signs of any kind shall be placed or suffered to remain upon the premises, except signs of not more than fifteen (15) square feet or of reasonable size, subject to the approval of the Improvement Board, used by a builder, architect, real estate broker or owner to advertise the property during the construction and sales period, and "for sale" or "for rent" signs.

6(b). No lot owner or occupant shall permit any truck or commercial vehicle to be parked or stored on the lot, in the driveway or in the street in front of or alongside the lot. This shall not prevent the lot owner or occupant from storing a truck or commercial vehicle owned by such owner or occupant or used by him in his business in the garage on the premises.

7. No animals, livestock, poultry, fowl, or game of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

8. No 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 in the rear or out of sight from the street.

9. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any lot for the facilitation or carrying on of any trade, business or industry.

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

11. All construction must be diligently pursued to completion within a reasonable period.

12. Nothing contained in this declaration shall be construed to prevent the erection or maintenance by the Declarant, or its duly authorized agents, of structures or signs for the conduct of its business in connection with said property.

13. There shall be an Improvement Board of three (3) individuals designated by said Corporation, or successor in title. In the event of the death, resignation, unwillingness, or incapacity to act of any member or members of the Board, the remaining member or members shall have full authority to designate a successor or successors.

The right and obligations of the Improvement Board hereby created may be delegated and transferred to a not-for-profit corporation whose members shall consist solely of the owners of the property in Lake Knolls Subdivision and Lake Knolls Second Plat Addition, Sangamon County, Illinois, at any time that the Improvement Board shall deem such action advisable. The rights and duties of the Improvement Board shall include, but not be limited to enforcement of the following:

13(a). No building, fence, wall, pole or other structure or any additions or alterations thereto shall be erected, constructed, altered or maintained upon any portion of any building site, unless a complete set of plans, elevations and specifications and grade elevations therefor are submitted to and approved in writing by the Improvement Board. The Board's approval, or disapproval, as required in this covenant shall be in writing and shall not be unreasonably withheld and, in any event, shall be served upon the owner within thirty (30) days of submission of the plan.

13(b). Driveways and entrances thereto from the street shall be at least ten (10) feet in width and shall be constructed in accordance with specifications prescribed by the Improvement Board at the time of the approval of the plans. Without limitation as to other requirements, the Improvement Board may prescribe precautions and specifications for drainage of the driveway and for insured proper drainage of the street.



including the kind and type of culvert that may be proper in connection therewith. Any water tap which shall affect a street shall be installed in accordance with regulations prescribed by the Improvement Board.

NOW, THEREFORE, the said conditions and restrictions are declared in effect, and these covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (25) years from the date hereof, after which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. 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 violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. These covenants, except the restriction to residence purposes, may be modified or extended at any time by an instrument in writing signed by a majority of the owners of the lots in the Subdivision.

The plat of Lake Knolls Second Plat herein referred to, is recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois

IN WITNESS WHEREOF said Southway Builders, Inc., an Indiana Corporation, has caused these presents to be executed in its name and on its behalf by its President, attested by its Secy. Treas. and its corporate seal to be hereunto affixed at Peoria, Illinois this 22<sup>nd</sup> day of September, A. D. 1961.

SOUTHWAY BUILDERS, INC.

By Donald J. Jones, President

ATTEST: [Signature]

STATE OF INDIANA )  
 ) SS  
COUNTY OF MARION )

876 PAGE 8

I, M. Jane Baskin, a Notary Public in and for said County in the State aforesaid, hereby do certify that Donald C. Johnson and Robert L. Webb, who are personally known to me to be the President and Secretary respectively of Southway Builders, Inc., an Indiana Corporation, and to be the same persons whose names are subscribed to the foregoing instrument as having executed the same in the name and on behalf of said Corporation, appeared before me this day in person and acknowledged that as such President and Secretary respectively, they signed, attested and delivered said instrument in writing and affixed the corporate seal of said Corporation thereto as their free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein specified, all pursuant to corporate authority duly vested in them.

Given under my hand and official seal at Buch Grove, Indiana this 22 day of September A. D. 1961.

My commission expires July 24, 1963

M. Jane Baskin  
Notary Public

423059

State of Illinois, I hereby certify that this instrument was filed for record in the County of Cook on this 22nd day of September 1961 at 10:28 A.M. and is correct.  
Notary Public  
Donald C. Johnson  
Robert L. Webb  
1028 to 10:28 A.M.  
Sept. 22, 1961