

PROTECTIVE COVENANTS RELATING TO OAKWOOD ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That Springfield Marine Bank as Trustee under the provisions of a trust agreement dated the 15th day of December, 1972, known as Trust Number 53-01080, 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 an 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 subdivisions of this declaration is more particularly described as follows:

Lots One (1) to Thirty-seven (37) both inclusive in Oakwood Estates, a subdivision, all that portion of the NW $\frac{1}{4}$  of Section 35, T16N, R6W of the 3rd P.M., Sangamon County, Illinois, more particularly described as follows: Beginning at a found pipe at the NW corner of said NW $\frac{1}{4}$ ; thence S. 89 $^{\circ}$  44'30" E., 667.00 feet along the North line of said NW $\frac{1}{4}$  to a set pin; thence S. 1 $^{\circ}$ 26'08" E., 548.50 feet to a found pin; thence S. 89 $^{\circ}$ 52'25" E., 480.00 feet to a set pin; thence S. 1 $^{\circ}$ 26'42" E., 391.00 feet to a set pin; thence N. 88 $^{\circ}$ 42'03" W., 1170.88 feet to a set pin on the West line of said NW $\frac{1}{4}$ ; thence N. 00 $^{\circ}$ 00'00" W., 917.40 feet along said West line to the point of beginning, containing 18.64 acres, more or less.

CLAUSE II

To insure the best use and most 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 thereof of poorly designed or proportioned structures and structures built of improper or 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 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 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 shall be erected, altered, placed or permitted to remain on any building site other than one detached family dwelling not to exceed two stories in height, a private garage for not more than three cars 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 the structures have been approved in writing by George Everhart 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 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 similarly approved. In the event of the death or failure to act of George Everhart, the Springfield Marine Bank as Trustee shall have full authority to approve or disapprove such design and location. In the event said George Everhart or his successor fails to approve or disapprove such design and location within thirty 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 days after construction is commenced or prior to the completion thereof (whichever period is the 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 (f) following). The powers and duties of George Everhart or his successor shall cease on January 1, 2000, 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 George Everhart or his successor.

(c) No building shall be permitted on any building site which does not have at least the following number of square feet of finished floor space, the computation of square feet of floor space shall be based on the extreme measures of the main structures and shall exclude porches, breeze-ways, garages and utility rooms, except if the utility room is part of the main structure.

- (1) A one-story dwelling  
1,800 square feet of floor space
  - (2) Two-story dwelling  
1,100 square feet of floor space of each of the two floors and both stories containing living quarters must be above the grade of the lot.
  - (3) One and a half story dwelling or similar arrangement  
1,500 square feet of floor space on the first floor and 800 square feet on the second floor and both stories containing the living quarters must be above the grade of the lot.
  - (4) A tri-level or hill-side dwelling  
1,000 square feet of floor space on each of the two levels above the grade level and not less than 2,000 square feet aggregate of the two levels.
  - (5) A Bi-level  
1,400 square feet of floor space on level above the grade and 900 square feet of floor space below grade, if balance of floor space is used for a garage, if balance of floor space is not used for a garage and shall not be less than 2,600 square feet aggregate on the two levels.
- (d) 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 set-back lines shown on the recorded plat. (Front yard set-back of 30 feet, side yard restriction of 15 feet, and a minimum side yard of 5 feet on one side) For the purposes of this paragraph, 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 building site to encroach upon another building site.
- (e) Easements for installation and maintenance of utilities drainage facilities are reserved as shown on the recorded plat.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.
- (j) 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 a clean and sanitary condition.
- (k) No fence, wall, hedge or shrub planting, which obstructs sight lines at elevations between 2 and 3 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 between points on said straight street lines, which points are 12 feet from said intersection. 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.

(1) No private driveway shall be regularly used or maintained on any of said land or within any street right of way unless the same is constructed and improved with a concrete surface over its entire length and width from the edge of the street pavement within the public street to the point of termination of such driveway.

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.

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, 2000, after which time said covenants shall be automatically extended for successive periods of ten 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 wise 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 said land and is authorized to execute this instrument.

IN WITNESS WHEREOF, the Springfield Marine Bank has caused this instrument to be executed in its capacity as Trustee by its Trust Officer and

attested by its Cashier, this 9<sup>TH</sup> day of NOVEMBER, A.D., 1973.

SPRINGFIELD MARINE BANK, Trustee

BY: Larry Brown  
Its Trust Officer

ATTEST:

[Signature]  
Assistant Cashier



550312

State of Illinois, ) I hereby certify  
Sangamon County ) ss. that this instrument  
was filed for record at 3:18 M. 8.00  
and in NOV 14 1973 recorded  
Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_

[Signature]  
RECORDER OF DEEDS

Return -  
[Signature]