

90 J 033271

MARY ANN LAMM
RECORDER
SANGAMON CO. IL.

**DECLARATION OF BUILDING AND USE
RESTRICTION ON PARKVIEW COURT '90 DEC 20 PM 2 17**

KNOW ALL MEN BY THESE PRESENTS that HAROLD D. CARTER and CAROL A. CARTER, (hereinafter, referred to as "Declarants") being the owners of all of the lots in Parkview Court, an addition to the Village of Williamsville, Illinois, as platted by the plat recorded in the Recorder's Office of Sangamon County, Illinois, as Document No. J033270, in consideration of the purchase or other acquisition of any lot, lots or parts thereof, in said Parkview Court, and as an inducement thereto, and in order to secure the best use and improvement of the building sites in said Parkview Court, to protect the owners of building sites therein against the depreciation in value of their properties, to prevent the erection of poorly designed or constructed buildings, to make the best use of and to preserve the natural beauty of said Parkview Court, to locate the buildings therein with a proper regard to the topographical features of said Parkview Court, and to provide for a quality development of said Parkview Court, does hereby for itself, its successors and assigns, covenant and agree with each and every purchaser or grantee of any lot, lots or parts thereof, in said Parkview Court, that the following restrictions as to building and use shall be covenants running with the land in said Parkview Court.

1. All lots shall be used only for single family residential purposes.

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2. No building shall be erected, altered, placed, or permitted to remain on any building site other than one detached single family dwelling, not to exceed two stories in height, one private garage for not more than three cars, and one auxiliary structure.

3. No building shall be erected, placed or altered on any building site until the construction plans, including elevations, and specifications and a plot plan showing the location of the structure and of the driveway 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 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. No fence or wall shall be erected, placed or altered on any easement as shown on the recorded plat of said Parkview Court. Gradelines for each building site shall be in conformity with the adjacent building site and shall not interfere with the drainage from adjoining building sites. All dwelling structures shall meet the following requirements: the ground floor area of the main structure, excluding cellars, basements, open porches, breezeways and garages, shall be not less than 1400 square feet, measured from the outside of the exterior walls, for a one-story dwelling and every dwelling of more than one story shall have a total floor

area, measured from the outside of the exterior walls, of not less than 1800 square feet, including utility room, but excluding cellars, basements, open porches, breezeways and garages. In addition, any bi-level or tri-level shall have at least 1200 square feet on its main floor, excluding cellars, basements, open porches, breezeways and garages. Berm houses are not permitted. The maximum height of any auxiliary structure is limited to one story.

All construction work must be diligently pursued to completion within a reasonable time as determined by the Architectural Control Committee.

4. The Architectural Control Committee shall be composed of
Harold Carter
Carol Carter
John O'Neal

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 or vacancies. In the event said Committee or its designated representative fails to approve or disapprove such design and 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 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 11 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 or its designated representative shall cease on January 1, 2010, and thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon the then record owners of a majority in area of the land within the boundaries of said lots shall enter into a written agreement to extend to a certain date the time during which said Committee shall act; said agreement shall include the appointment of a representative or representatives to serve on such Committee. Thereafter, for the time specified in said agreement, said Committee shall exercise the same powers exercised by the Architectural Control Committee as described herein. The written agreement shall be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois.

5. All plans for the location of private swimming pools shall be submitted to the Architectural Control Committee. The Architectural Control Committee's decision as to location shall be controlling notwithstanding any restrictions to the contrary, contained in this Declaration of Building and Use Restriction on Parkview Court.

6. There shall not be erected, placed or suffered to remain any dwelling or other building on any building site having an area of less than the area of the smallest lot as shown on the Plat of said Parkview Court, as originally filed.

7. Television microwave receivers and/or satellite dishes shall only be erected on the South 100 feet of Lots 9 through 15; they shall not be erected on any other lots in the subdivision. Said items shall not be located on any easement as shown on the plat of said Parkview Court.

8. No automobile, truck or commercial vehicle, trailer, camper or boat shall be kept or parked on any building site or in the streets in said Parkview Court, other than for periods of less than eight hours except in a garage.

9. Any structure having a floor area below grade shall have footing drains and a sump pump that discharges in the rear yard.

10. Setback restrictions are as follows: Minimum setback of 30', maximum setback of 60', minimum side yard of 10' on each side of any structure. Where a side yard is used for driveway purposes, that side yard adjacent to the dwelling shall not be less than 15 feet in width. All driveways will be constructed of concrete or asphalt.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said Parkview Court. The drainage swale between Lots 7 and 8 shall be maintained by the owners of said lots at the grade shown on the approved construction plans for Parkview Court. Said drainage swale shall be maintained as a grass waterway with no physical obstructions of any kind, including plant material.

12. All electric, telephone and cable TV service lines, and wire in said Parkview Court and any building site therein shall be installed underground, except that, during the construction of any building therein, temporary above ground electric service to the building site on which such construction is taking place will be allowed.

13. No structure of a temporary character including, but not limited to, trailer, camper, basement, tent, garage, barn or other outbuilding or partially complete permanent structure shall be used on any building site at any time as a residence, either temporarily or permanently.

14. No noxious or offensive activities 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.

15. No sign of any kind shall be displayed to the public view on any building site except one professional 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.

16. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said Parkview Court and any such house pet shall be kept in the yard of its owner or on a leash when outside of its yard.

17. All weeds shall be kept cut on vacant lots, and no such vacant lot 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. All trash, garbage or other waste shall be kept in sanitary containers. Any vacant lot which falls into an unsightly condition may be mowed or cleaned up by the declarants at the expense of the owner.

18. "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.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, 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 Sangamon County agreeing to change or revoke said covenants in whole or in part.

20. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

21. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained on violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in said Parkview Court and to their heirs, successors or assigns.

22. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within 3 months after the damage occurs, and shall be completed within 9 months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

23. Declarants, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF Harold D. Carter and Carol A. Carter have caused this instrument to be executed this 20 day of ~~November~~^{December}, 1990.


Harold D. Carter
Harold D. Carter
Carol A. Carter
Carol A. Carter

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Harold D. Carter and Carol A. Carter, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before

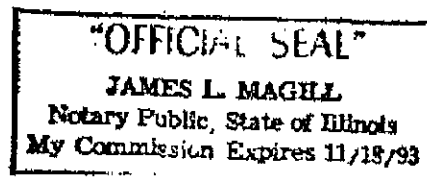
me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of ~~November~~, 1990.
~~December~~


Notary Public

Prepared by:

James L. Magill
Brown, Hay & Stephens
700 First National Bank Bldg.
Springfield, IL 62701



Mail to:

Harold D. and Carol A. Carter

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