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DECLARATION OF BUILDING RESTRICTIONS*W. J. Lawrence*
RECORDED BY CLERK

KNOW ALL MEN BY THESE PRESENTS that the undersigned, SPRINGFIELD MARINE BANK, an Illinois banking corporation, with its principal banking house at Springfield, Illinois, as Trustee under Trust No. 53-0838-2, being the owner of all of the following described real estate:

Lots 17 through 36, Lots 51 through 64 and Lots 73 through 86 all inclusive of Quail Meadows Estates, Third and Fourth Plats, a subdivision of part of the East Half of the Northwest Quarter and part of the West Half of the Northeast Quarter of Section 12, Township 14 North, Range 6 West of the Third Principal Meridian, in Sangamon County, Illinois, more particularly described as follows:

Commencing at an iron pipe found marking the center of Section 12, Township 14 North, Range 6 West of the Third Principal Meridian, thence North 00 degrees 11 minutes 28 seconds West, 1267.36 feet to a found iron pin marking the Northeast corner of Lot 50 of the Second Plat of Quail Meadows Estates and marking the true point of beginning, thence South 89 degrees 41 minutes 51 seconds West, 498.12 feet to an iron pin; thence North 00 degrees 14 minutes 36 seconds West, 2.80 feet to an iron pin; thence South 89 degrees 50 minutes 33 seconds West, 165.38 feet to an iron pin; thence North 00 degrees 14 minutes 44 seconds West, 859.96 feet to an iron pin; thence North 89 degrees 58 minutes 46 seconds East, 828.98 feet to an iron pin; thence South 00 degrees 16 minutes 34 seconds East, 896.55 feet to an iron pin; thence South 89 degrees 49 minutes 19 seconds West, 115.86 feet to an iron pin; thence North 00 degrees 09 minutes 06 seconds West, 37.20 feet to an iron pin; thence South 89 degrees 41 minutes 51 seconds West, 50.16 feet to the true point of beginning.

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, 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. 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, not to exceed three levels of living quarters in height and a private garage for not more than three cars. No building site shall have an area of less than 10,000 square feet.

2. No dwelling shall be permitted on any building site at a cost of less than \$25,000.00, based upon cost levels prevailing from the date these covenants are recorded, it being the intention or purpose of the covenants to assure that all dwellings in said Subdivision 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 cost stated herein for the minimum permitted dwelling size. (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 if the utility room is part of the main structure.)

- (i) A one-story dwelling. -1500 square feet of floor space.
- (ii) A two-story house. -900 minimum square feet on each of the two floors.
- (iii) A one and one-half story house or similar arrangement. Both stories containing the living quarters must be above the grade of the lot. -1000 square feet on the first floor and 500 square feet on the second floor.
- (iv) A tri-level or hillside house shall have 800 square feet of floor space on each of the two levels above the grade level or not less than 1600 square feet aggregate on said two levels.

Each dwelling shall have an enclosed attached garage upon said building site. The requirement for attached garages shall not apply to Lots 26, 27, 57, 58, 79 and 80, but such lots, nevertheless, shall have garages for off-street parking.

3. No building or structure shall be located on any building site nearer to the front or rear line of said building site than a minimum setback line of 30 feet. Each building shall be set back from the side yard lines at least 5 feet and must have a total set back of 15 feet on both sides from the side yard lines. If a side yard adjoins a street, it shall be at least 30 feet wide.

4. No residential dwelling, including attached porches, breezeways and garages, shall be located nearer than 10 feet to an interior building site line. The total building site width displacement of buildings shall not exceed 80% of building site width as measured across dwelling at front or rear foundations. Driveways shall have a minimum width of 18 feet and both driveways and TV towers shall be located on the left side of the building site, except on Lots 26, 27, 57, 58, 79 and 80.

5. No building shall be erected, driveway constructed or swimming pool installed, placed or altered until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finished grade elevation. Said grade lines shall be in conformity with the adjacent building sites and shall not interfere with the drainage from adjoining building sites. No fence or wall shall be erected, placed or altered on any building site nearer to any street line than the minimum building setback line unless similarly approved. The Architectural Control Committee is composed of Clyde W. Grizzell, Paul E. Presney and John W. Reilly. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval shall be in writing. In the event the members of said Committee or their representative or successors fail to approve or disapprove such design or location within 30 days after building plans, specifications and plot plan have been submitted to them, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required, and this covenant shall be deemed to be fully met. All submissions shall be sent to Clyde W. Grizzell at 2720 Stevenson Drive, Springfield, Illinois, or where otherwise advised by said Architectural Control Committee by written notice filed in the Office of the Recorder of Sangamon County, Illinois.

6. All utilities including telephone, electric and television cables other than for temporary service during construction shall be underground. Transformers and distribution pedestals for main lines and houseleaders shall be located only as approved by the Architectural Control Committee.

7. All compressors and cooling towers used in conjunction with central air-conditioning shall be installed in such a manner as to contribute to the exterior beauty and planning of the dwelling and not become an annoyance and nuisance to the neighborhood adjacent property owners.

8. All construction must be diligently pursued to completion within a reasonable period. Any construction not completed within 365 days shall be deemed a nuisance and the Architectural Control Committee shall be authorized to commence legal action to remove and abate said nuisance in the Circuit Court of Sangamon County, Illinois, and the costs of said proceedings including reasonable attorney's fees shall be a lien and charge on the property upon which the nuisance is maintained. Notice of said claim for costs and fees found in the Office of the Recorder of Sangamon County, Illinois shall be sufficient to create said lien and charge. 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, paint or building equipment be exposed to the public view if occupied as a dwelling. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any building site at any time as a residence either temporarily or permanently.

9. No building site owner or occupant shall permit any truck, commercial vehicle, boat, or trailer including without limitation cargo trailer, campers, house trailers, mobile homes or carryalls to be parked or stored in the street in front of the building site.

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

11. The owner of any vacant building site shall cut the weeds and maintain the same in a proper condition. Failure to reasonably cut and maintain said site for a period of 30 days shall automatically allow the Architectural Control Committee to do same and costs of said maintenance will be a lien on the building site until paid. Written filing of a notice of said claim for costs in the Office of the Recorder of Sangamon County, Illinois shall be sufficient to create a lien and charge on the property so maintained.

12. 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.

13. 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 or one sign of not more than five square feet in size advertising the property for sale or rent by property owner. The Architectural Control Committee shall approve builder's and subdivider's signs.

14. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes. No dogs shall be kept on any building site until such building site is improved with an inhabitable dwelling.

16. No building site shall be used or maintained as a dumping ground for rubbish, and all trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and appropriately screened.

17. These covenants are to run with the land and shall be binding on 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 sixty-five percent (65%) of the then owners of the building sites has been recorded, each building site having one vote, agreeing to change said covenants in whole or in part.

18. 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 violations or to recover damages.

19. 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.

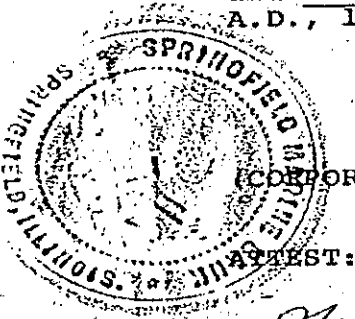
20. The subdivider for itself, its successors and assigns, does hereby reserve a temporary construction easement as shown on the Plat for the purpose of installing a sewer main to connect to the public sewer system when constructed by the Village of Chatham. This construction easement shall automatically terminate after the sewer is installed by the subdivider of the individual lots. No purchaser shall erect any improvements, shrubs or trees except sod or grass on said temporary easement until the sewer line is installed by the subdivider. The subdivider, after installation of the sewer, shall restore the property to the condition existing before construction began except for any improvements, shrubs or trees which may have been illegally placed on said easement by the purchaser. The Village of Chatham shall have a permanent easement for maintenance of utilities over the areas designated on the plat or utility easements. Each owner of a Lot shall have the financial responsibility to pay for the cost of the installation of the sewer laterals and service lines to the individual residences from the point of connection to the sewer main.

21. Subdivider covenants and agrees to furnish to each purchaser a percolation test satisfying the requirements of the Department of Public Health of the State of Illinois for the use of the lot for residential purposes with a septic tank for sewage disposal instead of public sewers. In the event that the Village of Chatham provides public sewer to the property line of the subdivision, this covenant shall be void and the subdivider then shall provide the necessary sewer main to connect with the public sewer.

"Building site" as used in this instrument means all or any part of any single tract of land on which is constructed, intended to be located or located only one single-family dwelling. In the event that any such single tract of land is included in part with some part of the building sites 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.

The undersigned, SPRINGFIELD MARINE BANK, Trustee as aforesaid, hereby confirms the easements for installation and maintenance of utilities and drainage facilities as created and shown by the recorded plat of said subdivision.

IN WITNESS WHEREOF, SPRINGFIELD MARINE BANK, as Trustee under Trust No. 53-0838-2, has caused its seal to be affixed hereto and this instrument executed by its Assistant Trust Officer and Assistant Cashier this 29 day of November, A.D., 1978.



SPRINGFIELD MARINE BANK, as Trustee under Trust No. 53-0838-2

By: Thomas C. McNichols
Assistant Trust Officer

Gary P. Miller
Assistant Cashier

STATE OF ILLINOIS)
COUNTY OF SANGAMON) SS

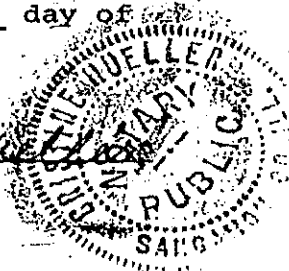
I, Cristine Mueller, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Thomas C. McNichols and Gary P. Miller of SPRINGFIELD MARINE BANK, an Illinois banking corporation with its principal banking house at Springfield, Illinois, personally known to me to be the Assistant Trust Officer and Assistant Cashier respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Assistant Trust Officer and Assistant Cashier they signed, sealed and delivered the foregoing instrument and caused the corporate seal of the corporation to be affixed thereto as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors.

Given under my hand and Notarial Seal this 29 day of November, A.D., 1978.

Prepared by:

Return To: David J. Cray
1307 So 7th St.
5th fl, Bldg - 4084 241R
62705

Cristine Mueller
Notary Public



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