

DECLARATION OF RESTRICTIONS CONCERNING  
RIDDLE HILL ACRES

This declaration made January 6, 1969, by Riddle Hill Corporation, owner of Riddle Hill Acres, a subdivision of the North Half of the Southwest Quarter of the Southeast Quarter of Section 33, Township 18 North, Range 6 West, of the Third Principal Meridian in Sangamon County, Illinois, surveyed by Reynolds and Wahlschlager, Illinois Land Surveyors, and recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois, in Vol. 19 of Plats at page 76.

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

1. Each building site, being a lot or a portion thereof as may be determined by the declarant, Riddle Hill Corporation, shall be used for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than a single family dwelling, except as provided in paragraph 13, and shall not exceed 2 1/2 stories in height and a private garage.

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) Twelve Hundred (1200) square feet on the first floor, or

(b) Eight Hundred (800) square feet on each of two floors of a two-story dwelling, or

(c) One Thousand (1,000) square feet on the first floor and Five Hundred (500) square feet on the second floor for a 1 1/2 story dwelling or similar arrangement, or fifteen hundred (1500) square feet aggregate floor space for such a dwelling.

3. No building shall be located on any building site nearer the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. 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.

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4. 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 any 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 site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any site.

Each site 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 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. No advertising or signs of any kind shall be placed or suffered to remain upon the premises, except signs of a reasonable size, 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.

7. No site owner or occupant shall permit any truck or commercial vehicle to be parked or stored on the property, in the driveway or in the street in front of or alongside the lot. This shall not prevent any 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.

8. 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.

9. No building site shall be used or maintained as a dumping ground for rubbish, trash, garbage, nor shall waste be kept on the premises, 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.

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

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

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 the development of said property.

13. In the event any owner of one full lot shall desire to build a dwelling upon same containing two single family residential units, such owner shall submit a written application to Riddle Hill Corporation with plans and specifications for the proposed erection and location of such a dwelling and thereafter Riddle Hill Corporation shall, within a reasonable period of time, approve or disapprove such proposed dwelling, and if same is in accord with the overall residential character of the subdivision, said Corporation may approve same. The decision of Riddle Hill Corporation in this respect shall be final. The power to approve or disapprove granted in this paragraph shall terminate when Riddle Hill Corporation has sold all the lots, or portion of lots, in the subdivision to others.

14. Driveways and entrances to a building site from the street shall be at least twelve (12) feet in width and shall be constructed in accordance with reasonable residential standards. Without limitation as to other requirements, the Riddle Hill Corporation may prescribe specifications for drainage of the driveway to insure proper drainage of the street, including the kind and type of culvert that may be proper in connection therewith.

15. Any tank placed upon a building site for storage purposes, including the storage of fuel, oil, gas or water, shall be buried in the ground and covered and serviced in a reasonable manner; or said tank, if placed above the ground, shall be located to the rear, or rear side of the dwelling, and beautified and screened by reasonable fencing and landscape planting.

16. Reasonable street lighting may be determined by joint action of the owners and the utility furnishing electricity, and the cost of same paid within the minimum monthly charge for electrical service to each building site owner.

17. Each dwelling upon any building site shall have a sewage disposal system located in the designated area upon the plat for distribution box and disposal field for individual septic tank system and the system shall be constructed and maintained in accordance with the requirements, standards or recommendations of the Department of Public Health of the State of Illinois. Any well constructed upon a dwelling site shall be located at least fifty (50) feet from any sewage system, and any sewage disposal system and well shall be located to maintain maximum health and sanitary conditions with respect to any building site.

18. Lot 10 of the subdivision shall be subject to the within provisions; however, it is expressly understood and reserved to the declarant and he assigns that said lot, or any portion thereof, may be used publicly or privately as said owner may determine, for ingress and egress to real property located adjacent to and immediately West of the West line of said

Lot 10, or any portion thereof, being a tract of approximately 10.04 acres in the South 21.54 acres of the North 41.54 acres of the East Half of the Southwest Quarter of Section 33, Township 16 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois.

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, including the owners of Lots 18 and 19 of the subdivision, for a period of twenty-five (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 building sites 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.

IN WITNESS WHEREOF, said Riddle Hill Corporation, a Delaware Corporation, has caused these presents to be executed in its name and on its behalf by its President, attested by its Assistant Secretary and its corporate seal to be hereunto affixed at Springfield, Illinois, this 6th day of January, 1969.

RIDDLE HILL CORPORATION, a Del. Corp.

BY: Mark O. Roberts  
President



IN WITNESS: Rudolph Salater  
Assistant Secretary

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF SANGAMON )

I, Darrel L. Mink, a Notary Public in and for said County in the State aforesaid, hereby do certify that Mark O. Roberts and Audryn Balster, who are personally known to me to be the President and Assistant Secretary respectively of Riddle Hill Corporation, a Delaware 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 Assistant 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 Springfield, Illinois, this 0th day of January, A. D. 1969.



*Darrel L. Mink*  
Notary Public

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State of Illinois, I hereby certify  
Sangamon County, Ill. that this instrument  
was filed for record at \_\_\_\_\_ M.  
and in \_\_\_\_\_ recorded on \_\_\_\_\_  
Book of \_\_\_\_\_ Page \_\_\_\_\_  
*Arnold Jensen*  
RECORDER OF DEEDS

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