

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
DEAN PARK ESTATES

7-12-74
55849

The undersigned, ~~WOODFORD COUNTY BANK~~, a state banking corporation, as Trustee under the provisions of a Trust Agreement dated the 30th day of April, 1973, and known as Sangamon County Land Trust Number 1, being the owner of all the lots in Dean Park Estates, which is a part of the East Half of the Southwest Quarter of the Southeast Quarter of Section 27, Township 16 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, as platted by the plat recorded in the Recorder's Office of Sangamon County, Illinois, in Book 21 of Plats at Page 87 hereby covenants, agrees and declares that the above-described parcel of real estate, together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights, privileges, appurtenances and easements belonging or in anywise pertaining thereto, shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, reservations, rules, regulations, architectural controls, liens and charges hereinafter set forth, all of which are for the benefit of the entire parcel of real estate and each person having an interest therein, and the same and each of the same shall inure to and be binding upon each such person and upon each and every successive successor in interest of each person, and the same and each of the same are hereby imposed upon said parcel of real estate.

1. Dean Park Estates Association. The ownership of a building site shall carry with it a membership in Dean Park Estates Association, Inc., an Illinois not-for-profit corporation. The purposes of which are to conduct civic, recreational, charitable, social and educational activities and, in general, to do and perform such acts as will promote the general welfare of the residents of and the improvement of the community known as Dean Park Estates. Nothing with respect to or done by said Dean Park Estates Association shall be deemed to create any lien upon or interest in a building site in Dean Park Estates.

2. Use and occupancy restrictions. Lots 1 through 38 of Dean Park Estates Subdivision, and the improvements now or hereafter situated thereon, shall each be used or leased only for single family residential purposes, and for such recreational activities as are incident to such residential uses, and for no other purpose.

3. Architectural controls.

(a) There is hereby created an Architectural Control Committee composed initially of three fixed term members and such temporary term members as the fixed term members by their joint decision shall from time to time appoint. Any temporary term member may be appointed or removed by the joint decision of the

three fixed term members, and a vacancy in the office of either one of the fixed term members shall be filled through appointment by the remaining fixed term members. The three fixed term members of the initial Architectural Control Committee are R. Earl Sidener, Gerald Lee Sidener and John R. Sidener. The fixed terms of the three members shall extend to and shall not terminate or expire until January 31, 1977, and simultaneous therewith, the terms of all temporary term members then serving on the Architectural Control Committee shall likewise terminate and expire. The initial Architectural Control Committee shall meet on the call of any fixed term member, and the office and mailing address of the initial Architectural Control Committee shall be: Architectural Control Committee, % R. Earl Sidener, Rural Route 7, Springfield, Illinois.

(b) Upon the expiration of the term of the initial Architectural Control Committee as provided in subparagraph (a) immediately above, a new Architectural Control Committee composed of five members, at least two of whom shall be members of the Board of Dean Park Estates Association, shall be appointed by resolution of a majority of the Board of Dean Park Estates Association then in office to serve from the time of their appointment to the commencement of the next regular annual meeting of the members of the Association. At the close of said annual meeting of the members of the Association, and immediately upon the close of each successive annual membership meeting thereafter, a new Architectural Control Committee composed of five members, at least two of whom shall be members of the Board, shall be appointed by resolution of a majority of the Board then in office to serve from the time of their appointment to the close of the next succeeding annual membership meeting. The five members of each such successive Architectural Control Committee shall select, from among their number, a chairman who shall be responsible for directing and coordinating the affairs of the Committee and a secretary who shall record the votes and keep the minutes of all meetings and proceedings of the Committee. The Committee shall meet on the call of its chairman or secretary, or upon demand of a majority of its members. Unless otherwise provided in the resolution of the Board designating such Committee, a majority of the whole Committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Committee. Vacancies in the membership of the Committee shall be filled by appointments made in the same manner as provided in the case of original appointments.

(c) The initial Architectural Control Committee and each successive Architectural Control Committee shall have the duty and responsibility of interpreting, applying, and implementing the architectural controls and procedures hereinafter provided in paragraph 3 of this Declaration, and the determination of each such Architectural Control Committee with respect to the interpretation, application and implementation of said architectural controls and procedures shall be final and binding upon all persons.

(d) No lot owner, mandatory member of the Association or other person shall:

(i) build, construct, install, alter, repair or restore the exterior or structural portions of any residence, dwelling unit, garage, carport or outbuilding;

(ii) build, construct, install or alter any swimming pool, patio, patio cover, awning, wall, fence, parking area, permanent clothes line pole, poles or wires for the transmission of electricity or telephone messages, sign, wharf, pier, bulkhead or boat canal, nor maintain or operate any boat hoist or derrick;

(iii) build, construct, install, alter, repair, restore, store or maintain any house trailer or mobile home;

(iv) install, locate or maintain above-ground (i.e., in a non-buried location) any propane storage tank; or

(v) cut or remove any tree having a diameter of 3 inches or more, measured at a point 12 inches above the ground line;

on or upon any of the following lots in Dean Park Estates Sub-division, to-wit: Lots 1 through 38 inclusive, without the prior written approval of the Architectural Control Committee, and until the submissions, plans and drawings narrated in subparagraph 3(e) below have been submitted to and approved by the Architectural Control Committee. The factors and principles to be considered, interpreted, applied and implemented by the Architectural Control Committee in reviewing or approving the aforesaid submissions, plans and drawings shall be the nature, kind, shape, height, materials, color, location and approximate costs of the buildings, structures, alterations, repairs, restorations or improvements proposed to be made in accordance therewith, with particular reference to conformity or harmony of exterior construction materials, color, height, configuration and architectural style and design, correlation of building types to terrain, and location and natural grouping of structures with respect to other existing structures, open spaces, wooded areas and street patterns within Dean Park Estates Subdivision.

(e) Prior to the commencement of any of the acts or conduct narrated in parts (i) through (v) inclusive, of paragraph 3(d) above, the lot owner and his builder shall arrange for an orientation meeting with the Architectural Control Committee to discuss the architectural review procedure as established by this Declaration and the building, construction, installation, alteration, repair, restoration or other improvement (hereinafter

referred to as the "proposed project") which the lot owner or his builder propose to make. At this orientation meeting, the owner or builder shall explain the architectural style and general design intent of the proposed project, and the Architectural Control Committee shall deliver to such owner or builder a general plan of Debn Park Estates Subdivision, a 1" = 100' plan of vicinity for residences with critical design aspects (such as trees, drainage, views and first floor elevation) identified, and reproductions of visually related residences and buildings.

Following the orientation meeting, the lot owner or his builder shall prepare and submit to the Architectural Control Committee preliminary plans for the proposed project, including a schematic submission, plot plan and construction drawings. The schematic submission need not be highly detailed but shall be sufficiently representative to enable the Architectural Control Committee to assess the design of the proposed project and its responsiveness to the material furnished to the lot owner or builder, and the suggestions made by the Architectural Control Committee at the orientation meeting. The plot plan must be presented at a scale large enough to show the required detail of design, and shall include property lines and dimensions, easements, existing and proposed improvements, existing and proposed contours at one-foot intervals, all walks, fences, landscaping, retaining walls, patios, parking, exterior lighting, signs, etc., and shall include an exterior color and material schedule, or the range to be open for final selection. Unless otherwise agreed, the construction drawings for the primary building improvement of the proposed project shall be at a scale of 1/4" = 1', and all exterior dimensions, colors and materials, and architectural details must be clearly shown and described.

If the preliminary plans are not approved by the Architectural Control Committee at the initial plan review meeting called for such purpose, or if only partial, conditional or qualified approval is given to such plans by the Architectural Control Committee, the lot owner and his builder shall prepare in duplicate revised plans which incorporate the revisions suggested at the initial plan review meeting, and shall present the same to the Architectural Control Committee for its further consideration or approval at a subsequent plan review meeting. More than one subsequent plan review meeting may be required before final approval is given by the Architectural Control Committee to all plans--including schematic submission, plot plan and construction and final working drawings--for the proposed project.

Work on the proposed project, or any portion or stage thereof, shall not be commenced until final approval for the commencement of such work (or a portion or stage thereof), and for all submissions, plans and drawings applicable thereto, has first been had and obtained from the Architectural Control Committee.

The submission of any plans or drawings for review should precede any requested initial or subsequent plan review meeting between the lot owner and his builder and the Architectural Control Committee by a minimum of two days. All decisions of the Architectural Control Committee with respect to the approval, disapproval or partial, conditional or qualified approval of all plans and drawings applicable to the proposed project and under consideration by the Architectural Control Committee at any initial or subsequent plan review meeting shall be made by the Architectural Control Committee at the time of such meeting if at all practicable, and in any event not later than three days following the date of any such meeting. All decisions of the Architectural Control Committee with respect to the approval, disapproval or partial, conditional or qualified approval of all plans and drawings applicable to a proposed project shall be in writing, shall be signed by a designated representative of the Architectural Control Committee, and copies of the same shall be delivered or sent to the lot owner or his builder.

After the Architectural Control Committee has given its final approval for the commencement of work on the proposed project, or a portion or stage thereof, and after such work commences, regular inspections will be made by the Architectural Control Committee to insure that all work on the proposed project conforms to the plans and drawings as finally approved by the Architectural Control Committee. Upon completion of the work called for by the final plans and drawings approved by the Architectural Control Committee, a certificate of compliance, in a form suitable for recordation, will be prepared and issued to the lot owner or his builder by the Architectural Control Committee.

4. Other restrictions.

(a) Garages. Each garage built by a lot owner must hold a minimum of two cars and a maximum of three cars, must be attached to the residence to which it is appurtenant and must be constructed at the same time as the residence.

(b) Driveways. Driveways must be poured concrete or hot asphalt with standard base approved by the Architectural Control Committee.

(c) Minimum building size. Each one level residence must contain a total living area of 1150 square feet or more. Each two-story residence must have both stories above lot grade and each floor must contain a total living area of 750 square feet or more. Each one and one-half story residence must contain a minimum of 1000 square feet of living space on the first floor and 500 square feet on the second floor, with both floors being above the grade of the lot. Each tri-level or hillside dwelling must contain a minimum of 750 square feet of living space on each of the two levels above the lot grade and not less than 1500 aggregate feet of living space. Each bi-level residence must contain a minimum of 1000 square feet of living area on the level

grade and a minimum of 500 square feet of living area below grade, with not less than 1500 square feet aggregate. For purposes of this paragraph living space is defined to include all living area with the exception of attics, basements, utility rooms, garages, patios and breezeways.

(d) Signs. No sign of any kind shall be displayed to the public view on any lot except 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.

(e) Building lines. Every structure, erection and construction of any kind or size whatever and any part thereof must be setback at least 30 feet from the front line of each lot and not less than 5 feet from any side lot line, with an aggregate side yard clearance of at least 15 feet.

(f) Easements. Easements for installers and maintenance of utilities and drainage facilities are reserved as shown on the plat of said subdivision.

(g) Temporary structures. No structures of any temporary character, trailers, basements, sheds or garages, storage buildings or barns or any other outbuildings shall be used at any time on any site as a residence, either temporarily or permanently. No permanent or temporary buildings may be built which are detached from a residence.

(h) Fences. No front yard fences may be built unless approved by the Architectural Control Committee. No fence may be built upon any lot with a height of over six feet, with the exception of fences surrounding patios and swimming pools. All fences must be approved by the Architectural Control Committee.

(i) Animals. No animals, insects or poultry other than house pets may be kept upon any lot.

(j) Television antennas. Television antennas shall be installed in the back of a residence only.

(k) Time for construction. Construction of any residence, once started, shall be completed within one year.

(l) Vacant lots. Any vacant lots must be mowed when necessary. If not, Dean Park Estates Association shall have the authority to direct the mowing of such lot and to bill it to the owner of the lot.

(m) Dumping. There shall be no dumping on any lot. Trash shall be kept in sanitary containers.

(n) Recreational vehicles. No campers, tents, boats, house trailers, mobile homes or recreational vehicles of more than 100 cc shall be parked or stored in the driveway or on the street in front of or along the side of any residence for more than eight hours.

(o) Sewage disposal systems. Septic tanks and sewage disposal systems must be approved in advance by the Architectural Control Committee and must also meet the standards of the Illinois Environmental Protection Agency or its successor.

(p) Air conditioners. Central air conditioning units must be installed in the back of a residence only.

(q) Term of restrictions. In no event shall these restrictions continue in force more than 25 years from the date of recording this Declaration.

5. Amendment. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by the vote of three-fourths (3/4) of the votes cast by members of Dean Park Estates Association at any meeting called for that purpose, and certified by the secretary of the Association; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by said secretary certifying to such mailing is a part of such instrument. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Sangamon County, Illinois.

6. Severability. If any provision of this Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

7. Perpetuities and other rules of property. If any of the privileges, covenants, conditions, restrictions, reservations or rights created by this Declaration would otherwise violate the rule against perpetuities or some other analogous statutory provisions, or any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Mayor of the City of Springfield, Illinois, and the incumbent President of the United States.

8. Rights and obligations. Each grantee of either Declarant, each lot owner, each subsequent grantee of such owner, and each purchaser of any such lot under any contract for a deed of conveyance thereto, accepts the same subject to all conditions, covenants, restrictions, reservations, rules, regulations, architectural controls, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character granted, created, reserved or declared, and all impositions and obligations imposed, by this Declaration shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of any

such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this paragraph, or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees, and trustees of each lot and all improvements situated thereon as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

9. General provision. In the event title to any lot and the improvements situated thereon is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the lot and improvements remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such lot and improvements. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation created by this Declaration, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the lot and the improvements situated thereon and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such lot and the improvements thereon.

10. Enforcement. 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 in violation, is hereby dedicated to the public and reserved to the several owners of lots in Dean Park Estates and to their heirs and assigns.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 19th day of June, A.D. 1974.



(CORPORATE SEAL)

ADDRESS

Roy P. Bralle
Cashier

WOODFORD COUNTY BANK, a state banking corporation, as Trustee under the provisions of a Trust Agreement dated the 30th day of April, 1973, and known as Sangamon County Land Trust Number 1.

By George E. Drake
Trust Officer

STATE OF ILLINOIS

COUNTY OF WOODFORD

SS.

I, Loren E. Ludwig, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that

George E. Drake Trust Officer, and Roger L. Bradle, Cashier of WOODFORD COUNTY BANK, a state banking corporation, as Trustee under the provisions of a Trust Agreement dated the 30th day of April, 1973, and known as Sangamon County Land Trust Number 1, personally known to me to be the Trust Officer and Cashier, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Trust Officer and 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 19th day of June, A.D. 19 74.



Loren E. Ludwig
Notary Public

558495

State of Illinois,) I hereby certify
Sangamon County) ss. that this instrument
was filed for record at 7:21 p.m.
and in JUL 12 1974 recorded
Book of Page

RECORDER OF DEEDS

*This instrument prepared by
Kreany, Kasper, Nelson & Kasper
756 N. Grand
Springfield, Ill.*

This document prepared by
PRESNER, CASPER, HELMICH & PATRICK
Attorneys at Law
720 South Second Street
Springfield, Illinois
Phone: 421-5250

AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR DEAN PARK ESTATES

10-31-75
#575397

The undersigned, being the owners of all the lots in Dean Park Estates, hereby enact and agree to an amendment to a certain declaration of covenants and restrictions for Dean Park Estates, such declaration dated April 30, 1973 and filed with the Sangamon County Recorder of Deeds on July 12, 1974, as follows:

Section 4(c) is stricken in its entirety and is replaced with the following language:

4(c) Minimum building size. Each one level residence must contain a total living area of 1150 square feet or more. Each two-story residence must have both stories above lot grade and each floor must contain a total living area of 750 square feet or more. Each one and one-half story residence must contain a minimum of 1000 square feet of living space on the first floor and 500 square feet on the second floor with both floors being above the grade of the lot. Each tri-level or hillside dwelling must contain not less than 1200 aggregate square feet of living space on the two levels above the lot grade. Each bi-level residence must contain a minimum of 1000 square feet of living area on the level grade and a minimum of 500 square feet of living area below grade, with not less than 1500 square feet aggregate. For purposes of this paragraph living space is defined to include all living area with the exception of attics, basements, utility rooms, garages, patios and breezeways.

(CORPORATE SEAL)
ATTEST:
Carl E. Taylor
Shirley S. Taylor
Dean E. Brown
Mary D. Hornacker
Ann Ruth D. Taylor
Samuel J. Davis
Kristy J. Decker
John W. Brown
Thayne L. Gony
Larry D. Miller
Patricia C. Selvey

WOODFORD COUNTY BANK, a state banking corporation, as Trustee under the provisions of a Trust Agreement dated April 30, 1973, known as Sangamon County Land Trust Number One

By: George E. Decker
Trust Officer

ATTEST:
Loew E. Ludwig
Secretary
James D. Warkovack
Judith R. Antonowicz
Gregory Campbell
Joan Campbell

Bad Copy

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State of Illinois,) County of Cook,
) ss. that his instrument
 was filed for record at)
 12 P. M.
 on)
 OCT 13 1975)
 at)
 Cook)
 County)
 Illinois)

James J. [Signature]
 RECORDER OF DEEDS

Paul

R. L. [Signature]

R. L.

April 1897