

DECLARATION OF BUILDING  
AND USE RESTRICTIONS ON  
EDGEWOOD MEADOWS FIRST PLAT

KNOW ALL MEN BY THESE PRESENTS that Gary Thomas Hayes and Carole Kay Hayes, husband and wife, and Thomas L. Walker and Nelda Sue Walker, husband and wife, being the owners of all of the lots in Edgewood Meadows First Plat, an Addition to the City of Auburn, Illinois, as platted by the plat recorded in the Recorder's Office of Sangamon County, Illinois, in Book 21 of Plats at page 24, in consideration of the purchase or other acquisition of any lot, lots, or parts thereof, in said Edgewood Meadows First Plat and as an inducement thereto, and in order to secure the best use and improvement of the building sites in said addition, 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 addition, to locate the buildings therein with a proper regard to the topographical features of said addition, and to provide for a quality development of said addition, do hereby for themselves, their successors and assigns, covenant and agree with each and every purchaser or grantee of any lot, lots, or parts thereof, in said Edgewood Meadows First Plat, that the following restrictions as to building and use shall be covenants running with the land in said Edgewood Meadows First Plat:

1. No lot or site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or site other than one detached single family dwelling not to exceed two stories in height, a private garage for not more than six cars, and a small building for use as lawn and garden tools or pet animals.

2. No dwelling shall be permitted on any lot or site at a retail cost of less than \$30,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the

intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and of 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 ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet for any dwelling of not more than 1-1/2 stories in height. The area of each floor of the main structure of any dwelling of more than 1-1/2 stories in height, exclusive of open porches and garages, shall be not less than 1,000 square feet.

3. No building or any part thereof shall be located on any lot or site nearer than 25 feet to the front lot line or nearer than 25 feet to any side street line, all as shown by minimum setback lines on the recorded plat. No building, or any part thereof, shall be located nearer than 15 feet to a side line of any interior lot or site and total of both side yards shall be a minimum of 30 feet. For the purposes of this covenant, 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 one lot to encroach upon another lot or site.

4. No lot or lots shall be re-subdivided into, nor shall any dwelling be erected or placed on any lot or site having a mean horizontal distance between the side lot lines of less than 60 feet or having an area of less than 7,200 square feet.

5. Easements for installation and maintenance of utilities are reserved as shown on the recorded Plat of said Edgewood Meadows First Plat.

6. No noxious or offensive activity shall be carried on upon any lot or site, nor shall anything, including open burning, be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot or site at any time as a residence, either temporarily or permanently. A dwelling shall not be occupied until its exterior is completed.

8. No motor vehicle owned by a lot owner shall be parked in the streets in said Edgewood Meadows First Plat and any trailer, camper, or boat shall be kept or parked only to the rear of lots or sites therein.

9. No fence shall be placed or erected in any front yard of a lot or site in said Edgewood Meadows First Plat, except that a bush or flower garden borders not exceeding 18 inches in height will be allowed.

10. No light, telephone, or utility pole or free standing antenna shall be placed or erected on any lot or site in said Edgewood Meadows First Plat but one flag pole and one antenna attached to a residence will be allowed on each lot or site therein.

11. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot or site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot or site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or site.

12. Tanks, pipes and other apparatus for the storage or use of liquid or gaseous fuels on any lot or site shall be located behind the dwelling thereon and shall be concealed from view from the street or streets adjacent thereto.

13. No lot or 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 containers or

other equipment for the storage or disposal of such material shall be located at the rear of the dwelling and shall be kept in a clean and sanitary condition.

14. Driveways must be not less than 10 feet in width for a single driveway and not less than 16 feet in width for a double driveway and must be surfaced with concrete or with blacktop.

15. No building shall be erected, 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 quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Said Architectural Control Committee shall be composed of Gary Thomas Hayes and Thomas L. Walker. In the event of death or resignation of either member of the Committee, the remaining member shall have the full authority to designate a successor. The members of said Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this covenant. Said Committee's approval or disapproval shall be in writing, initialed by one Committee member and one copy presented and filed with the Committee. In the event that the members of said Committee fail to approve or disapprove such design and location within 30 days after building plans, specifications and plat 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 will be deemed to be fully met.

16. 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 agreeing to change said covenants in whole or in part signed by a majority of the then owners of the lots has been recorded.

17. 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.

18. 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.

IN WITNESS WHEREOF, the undersigned owners have set their hands this ~~7~~ 4<sup>th</sup> day of May, 1973.

Gary J. Hayes  
Gary Thomas Hayes

Thomas L. Walker  
Thomas L. Walker

Carole Kay Hayes  
Carole Kay Hayes

Nelda Sue Walker  
Nelda Sue Walker

STATE OF ILLINOIS )  
COUNTY OF SANGAMON ) SS

I, Donald A. Baker, a Notary Public in and for said County in the State aforesaid, hereby certify that Gary Thomas Hayes and Carole Kay Hayes, husband and wife, and Thomas L. Walker and Nelda Sue Walker, husband and wife, who are 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 said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 4 day of May, 1973.

Donald A. Baker  
Notary Public  
SANGAMON COUNTY ILLINOIS

✓ 542447  
3.25

State of Illinois, ) I hereby certify  
Sangamon County) SS that this instrument  
was filed for record at 2:21 P. M.  
and recorded  
in MAY 7 - 1973 on  
Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_

BOOK 1161 PAGE 888

Donald A. Baker  
RECORDER OF DEEDS