

OWNERS' DECLARATION

BE IT KNOWN that August Anthony Candioto and Bernice Frances Candioto as owners of the premises described in the foregoing Surveyor's Certificate do hereby subdivide said tract of land and do designate such subdivision as Glenwood Park Third Addition, being an addition to the Village of Chatham, Illinois, in accordance with the attached plat thereof entitled Glenwood Park Third Addition, an Addition to the Village of Chatham, Illinois, part of the Southeast Quarter of Section 8, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, for the purpose of the sale of lots therein by description and number appearing and designated on said plat. Streets and parkways as marked and identified thereon are dedicated to public use as thoroughfares and for use incident to the installation of sewers, water mains and for all other public utility purposes. Easements as marked and identified thereon are dedicated for use incident to the installation of sewers, water mains and all other public utilities and for use in providing surface water drainage.

As a part of the consideration given by grantees incident to acquisition of tracts in this Glenwood Park Third Addition, and in order to secure the best use and improvement of the building sites therein, to protect grantees as owners of building sites therein against extraordinary or unreasonable depreciation in values regarding their respective properties, to prevent erection therein of poorly designed or constructed buildings, to make the best use of and to preserve the natural beauty of said subdivision, to locate structural improvements therein with proper regard to topographical features of said subdivision, grantees as owners do hereby, for themselves and for their successors and assignees, covenant and agree with all grantees of tracts in said subdivision that the following list of conditions and restrictions shall be, and they are hereby declared to be covenants running with the premises conveyed:

1. Areas identified by the letter "P" in the aforesaid plat of Glenwood Park subdivision shall be used only for park and recreational purposes and no structures, not related to such purposes, shall be erected or placed thereon.

2. Lots shall be used for residential purposes only and not more than one residential structure shall be placed on each lot. Each of said structures shall be limited to one single family, detached dwelling not exceeding two and one-half stories in height with private garage for not more than three automobiles.

3. All residential structures shall meet the following standards: The ground floor area, including utility room and excluding cellar, basement, open porch, breeze-way and garage, shall possess an enclosed area of not less than one thousand four hundred ninety (1,490) square feet, measured from the outside of each exterior wall, and every dwelling of more than one story, including utility room and excluding cellar, basement, open porch, breeze-way and garage, shall possess an enclosed area of not less than one thousand five hundred fifty (1,550) square feet, measured from the outside of each exterior wall.

4. "Building site" as used in this instrument shall mean any part of any single tract of land, all of which is owned by the same person or group, and no residential structures shall be erected or placed on any building site having an area less than the area of the smallest lot in said subdivision. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building set back line unless approval for same has been theretofore obtained from the subdivision's governing authority.

5. No building shall be erected on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. 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 a lot to encroach upon another lot, except

if both lots are owned by the same person or persons. No structure shall be located nearer than fifteen feet to any side lot line except if both lots are owned by the same person or persons.

6. Easements for installation and maintenance of drainage and utility facilities are reserved as shown on the recorded plat of Glenwood Park Third Addition.

7. No structure shall be erected without an individual waste disposal system and no septic tank shall be installed without first conducting a proper soil percolation test and without provisions for the minimum number of laterals as are customarily required for a house of the size contemplated, all in accordance with pertinent regulations of the Illinois State Sanitary Water Board and any other State regulating agency.

8. All electric, telephone and cable television service lines and wires in Glenwood Park Third Addition and to any building site therein shall be installed underground, except that above-ground electrical service shall be permitted temporarily during and incident to construction on a building site.

9. No automobile, truck or similar type vehicle or commercial vehicle, trailer, camper or boat shall be maintained or parked on any building site or in or along the streets in Glenwood Park Third Addition for periods of more than eight hours except in a garage.

10. No structure of a temporary nature, whether same be a partially completed permanent structure, basement, garage, shack, barn or other form of out-building or trailer, camper, tent or similar type of abode shall be used on any building site at any time as a residence.

11. No signs of any kind shall be displayed to the public view on any building site excepting one professional sign of more than five square feet situated thereon advertising said property for sale or rent.

12. No animals of any kind other than household pets shall be raised, bred or kept on any building lot and all household pets shall be kept within the confines of the lot area of its owner except when on leash.

13. No lot owner shall interfere with the free flow of surface water across his lot.

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

15. No building 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. 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.

17. Trees, shrubs, bushes and similar growths situated in the subdivision parks and upon all other grounds common to its residents shall not be trimmed, cut or removed without the permission of the appropriate authorities.

18. Should any local municipal ordinances or other governing statutes be more restrictive than any of the restrictive covenants contained herein, then such ordinances or statutes shall be deemed controlling.

19. The restrictive covenants contained herein shall run with the land and shall be binding on all original lot owners and their respective successors in title or interest for a period of twenty years from the date this declaration is recorded after which time said covenants shall automatically expire.

20. The right to enforce the restrictive covenants contained herein by injunction or other appropriate legal relief or remedy shall be and is hereby vested in all original lot owners and their respective successors in title or interest and in their heirs and assigns.

21. Enforcement of these restrictive covenants shall be by appropriate proceedings at law or in equity by any interested party against any person violating or attempting to violate any restrictions, either to restrain further violation thereof or to recover damages due to such violation. No proceeding in this regard shall be brought after an improvement has been completed.

22. A not-for-profit corporation, to be named Architectural Control Committee, Inc., shall be organized contemporaneously herewith and said corporation's board of directors shall be comprised of August Anthony Candioto, Bernice Frances Candioto and John L. Reynolds. No structure shall be erected in Glenwood Park Third Addition until the construction plans and specifications and a plot plan showing the location of the structure and of the driveway have been approved in writing by the board of directors of said corporation 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. In the event said board of directors fail either to approve or disapprove any such plans and specifications within thirty days after same have been submitted to it or otherwise fails to file suit to enjoin the erection of such building structure or the making of alterations within forty-five days after construction has commenced, such approval will not be required and the restrictive covenants contained herein will be deemed to have been waived. All construction work must be diligently pursued to completion within a reasonable time as determined by the board of directors of Architectural Control Committee, Inc.

23. A not-for-profit corporation, to be named Glenwood Park Association of Homeowners or a name similar thereto, shall be organized in conjunction with the inception, development and maintenance of Glenwood Park Third Addition, and the ownership of a lot, building site or other tract in said Addition shall automatically cause and require each owner thereof to become a member of said not-for-profit corporation. The incorporators and initial Board of Directors of the corporation shall be August A. Candioto, Bernice Frances Candioto and August Anthony Candioto, Jr. Said corporation is ordained to serve and promote the general welfare of the residents of Glenwood Park Third Addition through sponsorship and endorsement of various civic, recreational, charitable, social and educational activities of the addition, and, in particular, through establishment and maintenance of all parks, playground areas and all other open areas as have been or may hereafter be dedicated or otherwise contributed to community use in said addition. Assessment may be made from time to time as financial support in accomplishment of said corporate purposes; however, in no event shall such assessments exceed the sum of Twenty-five Dollars (\$25.00) annually per corporate member. Further such assessments shall never in any respect be deemed to or otherwise constitute a lien upon or against any portion of a member's interest in real estate in the said Glenwood Park Third Addition. All corporate by-laws and regulations generally adopted, imposed upon or followed by not-for-profit corporations in this State shall be observed by the corporation ordained herein.

24. Invalidation of any one or more of these restrictions by judgment or court order shall not affect any of the other restrictive covenants set forth herein and same shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have hereunto set their respective hands and seals upon this \_\_\_ day of March, 1974.

*August Anthony Candioto*  
AUGUST ANTHONY CANDIOTO, Owner

*Bernice Frances Candioto*  
BERNICE FRANCES CANDIOTO, Owner

Acknowledged before me this \_\_\_ day of \_\_\_\_\_, 1974.

Notary Public

*Prepared by  
Reynolds & Watschlegel  
Attorney, Jas. Brown*

553916  
State of Illinois, ) I hereby certify  
Sangamon County, ss. that this instrument  
was filed for record at 11:20 A.M.  
and on MAR 15 1974 recorded  
in Book of Page  
*[Signature]*  
RECORDED OF DEEDS

*Mail -  
Mrs. Candioto  
R. R. 1  
Chatham, Ill. 62629*

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