



* 2 0 0 6 R 2 0 9 2 1 *

2006R20921

06/08/2006 10:30AM

REC FEE: 20.00

REC REST FEE: 4.00

GIS FEE: 9.00

GIS REST FEE: 1.00

RHSP FEE: 10.00

TOTAL: \$45.00

PAGES: 9

DIANA

MARY ANN LAMM

SANGAMON COUNTY RECORDER

Declaration of Covenants, Conditions,
And Restrictions

Prepared By:

Kimberly Segotto, Attorney

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GRIFFITH'S CREEK ESTATES (THIRD ADDITION)**

This Declaration of Covenants, Conditions and Restrictions for GRIFFITH'S CREEK ESTATES (THIRD ADDITION) is made this 8th day of JUNE 2006, Griffith's Creek Estates, LLC, as beneficial owner of Bank & Trust Company, Trust #177 and by Bank & Trust Company as Trustee of Trust # 177, herein after referred to as "Declarant".

WITNESS:

WHEREAS, Declarant is the owner of the following described real property located in Sangamon County, Village of Mechanicsburg, State of Illinois.

GRIFFITH'S CREEK ESTATES (THIRD ADDITION), lots 32 thru 53 inclusive

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said Subdivision and for the maintenance of common areas and to this end, desires to subject the real property herein described to the covenants, restrictions, easements, changes and liens hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof.

NOW, THEREFORE, Declarant hereby declares that the real property described herein is and shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
Definitions

- (a) **"Properties"** shall mean and refer to the real property described in Article II.
- (b) **"Common Areas"** shall mean and refer to all real and personal property, facilities and improvements now or hereafter owned by the Developer for the common use and enjoyment of the Owners.
- (c) **"Lot"** shall mean and refer to a portion of the property indicated for independent ownership and use as may be set out in the Declaration and as shall be shown on the Plat of Subdivision recorded as Document Number 2006R20920
- (d) **"Owner"** shall mean and refer to the record owner from time to time, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless and until such person acquired title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

- (e) **“Developer”** shall mean and refer to the Declarant and its assigns if such assigns should acquire a portion of the land described in Article II from the Declarant for the purposes of resale to an Owner or for the purpose of construction improvements thereon for resale to an Owner.
- (f) **“Easements”** shall mean the easements shown on the plats of Griffith’s Creek Estates (Third Addition), and such other easements as may be granted to or by the Developer.
- (g) **“Single Family Lots”** shall mean the meaning referred to in Article III, Section 1.
- (h) **“Committee”** means the Architectural Control Committee.

ARTICLE II
Property Subject to This
Declaration and Additions Thereto

Section 1. Property Subject to Declarations. The real property which is and shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to this Declaration is located in the Village of Mechanicsburg the County of Sangamon and the State of Illinois, known as Griffith’s Creek Estates (Third Addition), all plats, and is more particularly described on Exhibit A attached hereto, together with the Easements. Developer may subject additional property to the terms of this Declaration from time to time at Developer’s discretion by written instrument referred hereto.

ARTICLE III
Restrictive Covenants

Section 1. General Lot Usage. No lot shall be used except as a Single Family Residential Lot and no building or structure shall be constructed, erected, altered or maintained on the land herein described which is used, designated or intended to be used for any purpose other than a single family dwelling with a garage and/or other accessory building thereto.

Section 2. Dwelling House Minimum Area. No dwelling house (exclusive of accessory building, porch, patio, garage or other enclosed area which is or are attached to said building) shall be constructed or maintained on the land herein described and subject hereto unless: (a) if a one story building, it should cover at least 1,650 square feet of ground floor area; and (b) if one and one-half or more stories, it should cover at least 1,000 square feet of ground floor area, and a total floor area under heat and air of at least 1,650 square feet.

Section 3. Architectural Control Committee.

A. Members. The Architectural Control Committee (the Committee) shall be composed of three members and shall initially be composed of Todd V. Byers, Dorothy Cole and Herbert Cole, of Sangamon County, Illinois. A majority of the Committee may designate a representative to act for it. In the event of death, resignation or remand of any member of the Committee, the

remaining members shall have full authority to designate a successor. None of the members of the Committee nor their designated representatives shall be entitled to any compensation for the services performed pursuant to this covenant. All Committee decisions shall be made in writing. The Developer reserves the right to remove any member of this Committee.

B. Approval of Plans by Architectural Control Committee. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of the Committee as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications must be submitted to the Committee. All plans, including but not limited to plans which include basements, shall state to the Committee's satisfaction how the excavated soil will be handled so as not to interfere with drainage or otherwise materially change the grade or elevation of the subject lot or the drainage of adjacent lots as compared to the final engineering plans of the Developer. No lot owner shall cause increased water runoff on neighboring property not specifically authorized by such neighboring lot owner. The Committee shall be the sole arbiter of such plans and may withhold approval for any reason including purely aesthetic consideration. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and the requirements of this Section with respect to presentation to and approval by the Committee will be deemed to have been fully complied with. Upon approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans.

C. Easements- Utility and Drainage. An Easement over that portion of any Lot designated as "Easement" shown on the recorded plat of subdivision is hereby reserved for drainage and the use of public utility companies and other to install, lay, construct, renew, operate and maintain pipes, conduits, cables, poles and wires, either overhead or underground, for the purpose of providing any property in said section with gas, electric, television, telephone, water, sewer or public utility service. Overhead cables, poles and wires for public utilities shall be permitted on such portion of any Lot designated for public utilities, but all electric and telephone service lines there from for any improvements in said subdivision shall be installed and maintained underground. Drainage in such portion so designated as "Easement" shall not be blocked or impaired, either intentionally or by negligent maintenance on any Lot or Lots.

D. Construction. All construction must be diligently pursued to completion within a reasonable period but in no case to exceed one (1) year unless otherwise approved by the Developer. No structure shall be occupied for living purposes, which is not functionally complete in detail as to the exterior of the structure. All front and side yards shall be finished and seeded or sodded as soon as possible, weather permitting, after construction is complete, and in any event, not later than six (6) months after construction is completed. No building materials, paint nor building equipment shall 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 outbuildings shall be used on any building site at any time as a residence either temporary or permanently.

E. Splash Blocks. Water discharge from sump pumps shall be on a splash block located within 5 feet of the house in the front or rear yard unless otherwise approved by the Architectural Control Committee. No discharge shall be in a side yard.

F. Lot Contours. No owner of any Lot shall change, or permit to be changed, the contours of such Lot, without the express consent of the Architectural Control Committee.

G. Structure Location and Quality. 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 the quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography and finish grade elevation and as provided in this Section 2. No fence or wall shall be erected, placed or altered on any Lot nearer to any street line than the minimum building set back line unless similarly approved.

H. Mail Receptacles. The Architectural Control Committee shall have the right and power to prescribe and enforce uniform mail receptacles throughout the subdivision.

I. Additional Rules. From time to time the Architectural Control Committee shall adopt additional rules and amend existing rules, including but not limited to rules to regulate potential problems relating to the use of the properties and the well being of the residents, tenants, guest and invitees. Such additional rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and furnished in writing to all residents prior to the effective date of such rules and shall be binding on all residents, except where expressly provided otherwise in such rules.

Section 4. Potable Water; Waste Disposal. At making of this Declaration, Griffith's Creek Estates (Third Addition) is in the Village Limits of Mechanicsburg, Illinois and does not have access to a public water supply or to a public sanitary sewer system. Accordingly, all lots will be required to comply with all state and county statutes and ordinances pertaining to the drilling and completion of water wells and construction of private septic system, including but not limited to the approval of the Sangamon County Public Health Department.

Section 5. Set Back. No building shall be located on any Lot nearer to the front lot line or side line than the minimum set back line as shown on the recorded plat of subdivision.

Section 6. No Outbuildings. No trailer, basement, tent, shack, garage, barn or other outbuilding placed on any Lot shall, at any time, be used as a residence, temporarily or permanently.

Section 7. Vacant Lots. All vacant Lots shall be kept free of weeds and shall not be permitted to fall into an unsightly condition.

Section 8. Concrete Driveways/Approaches. All driveways and/or approaches located upon a Lot shall be constructed exclusively of concrete.

Section 9. No liquor Sales. No spirituous, vinous or malt liquor shall be sold, or kept for sale, on any Lot.

Section 10. Pets. No animals, livestock or poultry or any kind shall be raised, bred, or kept on any lot, except dogs, cats or other generally recognized household pets; provided they are not kept, bred or maintained for any commercial purposes. Any such domestic pet shall not be permitted to cause or create a nuisance, disturbance or unreasonable amount of noise, which may affect any resident or other person on the properties. Any such pet must be kept within the confines of the owner's Lot or must be on a leash held by a person when allowed upon the Common Areas. Notwithstanding any other provision to the contrary, the Architectural Control Committee shall have the absolute power to adopt rules and regulations from time to time pertaining to the keeping of any and all pets upon the properties, including but not limited to the right to remove or cause to be removed from the properties (including inside a residential building) any such pet or pets when the Architectural Control Committee determines such action to be in the best interest, well being and enjoyment of any or all of the residents of Griffith's Creek Estates (Third Addition).

Section 11. Vehicles and Devices. No Lot, or any part thereof, shall be used, either temporary or permanently, to sell, store or accommodate used cars, parts there from or junk of any kind or character whatever. No owner, tenant, guest or other person shall store or keep upon any Lot, or in the street in front of or along side of any Lot, any commercial vehicle, or personal boat or other watercraft, motor home, trailer of any type, camper or other transportation devises of any kind. The term "stored or keep" shall not include parking on or alongside a Lot which does not exceed 12 hours per occurrence and which parking is only occasional and infrequent as opposed to regular and repeating in nature. Also, an owner or tenant may park his or her privately owned vehicle and devises in such owner or tenant's garage. No owner, tenant or other person shall repair or restore any vehicle of any kind upon any Lot or Common Areas, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. Notwithstanding any provisions heretofore stated in these covenants and restrictions, the Architectural Control Committee shall have the power and authority from time to time to adopt additional rules regarding the parking and storage of vehicles.

Section 12. Garbage. Rubbish, trash, garbage or other waste shall be kept in sanitary containers, and shall not be stored, kept, deposited or left on any Lot or any part of the properties, except such garbage and rubbish which shall be necessarily accumulated from the last garbage and rubbish collection. All such sanitary containers shall be of the type and size designated by the Architectural Control Committee and shall not be permitted to remain in public view except on days of collection. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and in accordance with law. No landfill may be permitted on any Lot.

Section 13. Signs. No sign of any kind shall be maintained or displayed on any Lot except one sign of not more than one square foot in area, identifying the

occupants of the dwelling, one sign not more than 5 square feet in area advertising the property for sale or rent, and signs used by contractors during the construction of any improvement thereon.

Section 14. No Tanks above Ground. Exposed above ground tanks will not be permitted for the storage of fuel or water or any other substance.

Section 15. No Residential Structures or Apparatus. No derrick or other structure designed for the use in boring, drilling for minerals, oil, natural gas, or store, factory, station, or other commercial installation of any kind, shall be erected, placed, maintained or permitted to exist upon any part of the land herein described.

Section 16. No Further Subdivision. The lots as established in the Griffith's Creek Estates (Third Addition) as aforesaid may not be further divided or subdivided into smaller tracts or lots.

Section 17. Underground Utility Lines. All residential utility services lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, ect.) to the Lots shall be underground, provided, however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee's sole discretion, deemed necessary.

Section 18. No Nuisances. No noxious or offensive activity shall carried on or upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of the neighboring property.

Section 19. Term. These covenants shall "run with the land" and be binding upon all parties and all persons claiming through or under them for a period of twenty-five (25) years from the date these covenants are filed for record, after which time such covenants shall automatically be extended for successive period of ten (10) years, unless any of said covenants, in whole or in part, are changed, modified or abolished as hereinafter provided.

Section 20. Provision for Modification/Amendment. Any or all of said restrictive covenants may be changed, amended, modified, or abolished by an instrument signed by 65% of the then owners of the lots, each lot having one vote, except Section 4 and Section 16 herein which can only be changed, amended, modified or abolished by an instrument signed by 65% of the then owners of the lots and the approval of the Sangamon County Public Health Department or the Sangamon County Board and/or the Board of Trustees of the Village of Mechanicsburg, Illinois, as may be appropriated, by with instrument the lot owners agree to the change, amendment, modification or abolishment of any or all of said covenants, in whole or in part, which instrument or instruments shall then be recorded with the Sangamon County Recorder's office.

Section 21. Binding Effect. Invalidation of these covenants by judgment or court order shall in no wise effect the other provisions, which shall remain in full force and effect.

Section 22. Enforcement. In the event of the violation or breach of any of these restrictive covenants, the Developer or any person claiming by, through or under the Developer, its successors or assigns, and/or a Lot owner, the Committee, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of these covenants and shall have the right to recover attorney fees from the Owner (s) of any Lot where a violation of these restrictive covenants occurs or is threatened. In addition to the rights granted above, the Committee shall be entitled to stop the construction in violation of these restrictions of this Article III, or in the event of a violation of the terms of subparagraphs B, C, D, E, F, G, or H of Section 3 of Article III affecting drainage, grade or elevation, when ever occurring then the Committee shall have the right to (i) correct the violation and recover all cost, damages, and fees, including, but not limited to contractor, architect, and attorney fees from the owner of the Lot where violations have occurred, or (ii) sue for an injunction requiring Owner to remediate any violation. In the event drainage in any portion of any Lot designated as "Easement" is blocked or impaired in violation of subparagraph C of Section 3 of Article III, the Owner of any Lot or part thereof in said subdivision or the Committee shall, in addition to the other remedies provided herein or at law or equity, have the right remove any obstruction blocking or impeding such drainage, have the right to correct the violation and recover all cost, damages, and fees, including but not limited to contractor, architect, and attorney fees from the Owner or Owners whose willful or negligent act or omission has caused the violation.

Bank & Trust Company, as Trustee of Trust #177

By [Signature]
Its [Signature]

Attested to [Signature]
Its [Signature]

Griffith's Creek Estates, LLC
By [Signature]
Todd V. Byers, Member/Manager
as Beneficial Owner of Bank &
Trust Company, Trust #177

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

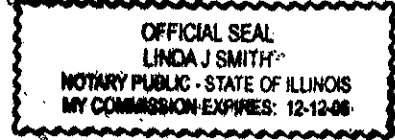
I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Todd V. Byers, as Member/Manager of Griffith's Creeks Estates, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and

delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of June, 2006.

Linda J. Smith (SEAL)
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

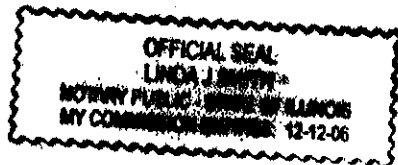


I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Donald KRAGER, as SVP, and Janelle Spence, as Loan Admin., of Bank & Trust Company, AS TRUSTEE under Trust #177, personally known to me to be the SVP and Loan admin of said Bank, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed, sealed and delivered the foregoing instrument and caused the corporate seal of said Bank to be affixed thereto, as their free and voluntary act.

Given under my hand and official seal, this 8th day of June, 2006.

Linda J. Smith (SEAL)
Notary Public

130728



Todd Ryers
P.O. Box 172
Buffalo, IL 62515