

DECLARATION OF RESTRICTIONS
CONCERNING KING'S POINT SUB-
DIVISION - PLAT 1 IN CHATHAM,
ILLINOIS.

This declaration made this 24th Day of August, 1970, by K. J. Wright & Co., owners of King's Point Subdivision - Plat 1, a subdivision of a part of the East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township 14 North, Range 5 West of the Third Principal Meridian, in Ball Township, Sangamon County, Illinois.

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

1. No building site shall be used except for residential purposes.
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) One Thousand (1,000) square feet on the first floor, or
 - (b) Six Hundred (600) square feet on each of two floors of a two story house, or
 - (c) Eight Hundred (800) square feet on the first floor and Four Hundred Fifty (450) square feet on the second floor of a 1-1/2 story house or similar arrangement or 1,000 square feet aggregate floor space for the two floors.
3. No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than five (5) feet to an interior building site line, thus having a minimum side yard of not less than five (5) feet. No dwelling shall be located on any building site the front of which dwelling is nearer to the rear lot line than the minimum setback line shown on the recorded plat except as hereinafter provided:
 - (a) The limitation may be removed as to front setback line with reference to steps, eaves and open porches upon the written approval of the Improvement Board.
 - (b) The limitation may be removed as to the minimum side yard lines as to steps and eaves upon the written approval of the Improvement Board.
 - (c) The limitations as to the minimum setback line of 40 feet as shown on the recorded plat may be changed upon written approval of the Improvement Board, where a corner lot is concerned to provide for one 40 foot setback line and one 20 foot setback line for the two sides of that corner lot having frontage along the intersecting streets.
4. No building site shall be less than sixty (60) feet wide at the minimum building setback line.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may

become an 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.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence either temporarily or permanently.

8. No advertising or signs of any kind shall be placed or suffered to remain upon the premises, except signs of not more than fifteen (15) square feet or of reasonable size, subject to the approval of the Improvement Board, may be 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.

9. 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.

10. No lot 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 in the rear or out of sight from the street.

11. No machinery, appliance, or structure of any kind shall be permitted upon, maintained, or operated in or on the premises of any lot for the facilitation or carrying on of any trade, business, or manufacturing, including professional occupations. Nor will any smoke be permitted subject to public view, and if the occasion requires, a smoke prevention device adequate to remedy the situation shall be installed.

12. All construction must be diligently pursued to completion within a reasonable period. Garages must be attached to or connected with either the main structure of the dwelling house, breeze way, or utility room unless the prior written approval of the Improvement Board is obtained for this construction.

13. Nothing contained in the 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 said property.

14. There shall be an Improvement Board of three (3) individuals designated by the said directors of K. J. Wright & Co. In the event of the death, resignation, unwillingness or incapacity to act of any member or members of the Board, the remaining members shall have full authority to designate a successor or successors. In the event of the death or incapacity to act of all the members of the Board, a new Board may be appointed by the then Directors of K. J. Wright & Co., a corporation.

The right and obligations of the Improvement Board hereby created may be delegated and transferred to a not-for-profit corporation whose members shall consist solely of the owners of the property in Chatham, Sangamon County, Illinois, at any time that the Improvement Board shall deem such action advisable. The rights and duties of the Improvement Board shall include, but not be limited to enforcement of the following:

(a) No building, fence, wall, pole or other structure or any additions or alterations thereto shall be erected, constructed, altered or maintained upon any portion of any building site, unless a complete set of plans, elevations, and specifications and grade elevations therefor, including the exterior color scheme together with a block plan indicating the exact location of the building site and a plan showing the location of the structure on the building site are submitted to and approved in writing by the Improvement Board and a copy of such plans as finally approved deposited for record with the Improvement Board. The approval of said plans and specifications may be withheld not only because of their noncompliance with any of the conditions, covenants, and restrictions contained in this declaration, but also by reason of the reasonable dissatisfaction of the Improvement Board with the proposed structure as being inharmonious or out of keeping with the general plan of improvement of said property or with structures erected on other building sites or such proposed or contemplated structures. The Board's approval or disapproval as required in this covenant shall be in writing. No one shall build contrary to conditions and stipulations that may be outlined in the written approval. In the event the Board or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with. If a dispute arises between the lot owner and the Improvement Board, it shall be settled by one arbitrator agreed upon by the Board and the lot owner or by arbitration of three (3), one chosen by the lot owner, one by the Improvement Board and a third by the first two (2) selected. If the lot owner shall immediately agree to arbitration, no injunction shall be sought by the Improvement Board so long as no work commences.

(b) No landscaping, screen planting, or the removal of any beautifying trees or other shrubs of plantings shall be commenced without the approval of such plans by the Improvement Board. Each property owner shall maintain his lots free from weeds and other unsightly conditions at all times. If this is not complied with, the Board may alleviate the situation at the owner's expense. Each lot owner will after the completion of the dwelling, plant six (6) shrubs including at least three (3) evergreens and two (2) trees or flowering trees, and will sod or seed front and back lawns as soon after construction is completed as the weather and season permits.

(c) In the event that enforcement of the restrictions in this addition shall involve litigation or arbitration, the owners of all of the lots in the addition may be assessed not to exceed \$20.00 in any one year for the cost of such litigation or arbitration.

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 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 lots has been recorded, agreeing to change said covenants in whole or in part. Enforcement shall be by the proceedings at law or in equity against any person or persons violating or attempting to violate any cov-

agents either to restrain violation or to recover damages. In validation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

King's Point Subdivision - Plat 1 herein referred to is recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois.

Dated this 25 day of August, 1970.

K. J. WRIGHT & CO., a Corporation

L. K. Seger
by _____
President

WITNESSETH:

Annika G. Sager
Secretary

STATE OF ILLINOIS }
COUNTY OF SANGAMON } SS

I, *William E. Wilkins*, a notary public in and for the county and state aforesaid, do hereby certify that *L. K. Seger* and *Annika G. Sager*, president and secretary, respectively, of *K. J. Wright & Co., a Missouri Corporation* authorized to do business in the State of Illinois, whose names are subscribed to the foregoing instrument as president and secretary of said corporation, appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing as their free and voluntary act and as the act of the *K. J. Wright & Co., a Missouri Corporation*, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of August, 1970.

Notary Public
William E. Wilkins
Notary Public

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William E. Wilkins
Notary Public
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William E. Wilkins

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