

DECLARATION OF BUILDING RESTRICTIONS

1-24-80
#846410

KNOW ALL MEN BY THESE PRESENTS that the undersigned, SPRINGFIELD MARINE BANK, an Illinois banking corporation, with its principal banking house at Springfield, Illinois, as Trustee under Trust No. 53-0838-2, and WALTER G. LUEDKE and GERTRUDE L. BUECKE, husband and wife; George A. Ratz and Esther Ratz, husband and wife; CARRIE H. LUEDKE, a widow not since remarried; and GERTRUDE M. STEFFEN, a widow not since remarried; being the owners of all of the following described real estate:

Lots 91 through 184 all inclusive of Quail Meadows Estates, 5th Plat, a subdivision of part of the East Half of the Northwest Quarter and part of the West Half of the Northeast Quarter of Section 12, Township 14 North, Range 6 West of the Third Principal Meridian, in Sangamon County, Illinois.

and being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the undersigned, its successors and assigns, hereby declares that the above described property is held and shall be transferred, sold and conveyed subject to the following restrictions, covenants, reservations and charges, to-wit:

1. No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling, not to exceed three levels of living quarters in height and a private garage for not more than three cars.

2. No dwelling shall be permitted on any building site at a cost of less than \$25,000.00, based upon cost levels prevailing from the date these covenants are recorded, it being the intention or purpose of the covenants to assure that all dwellings in said Subdivision shall be of a quality of workmanship and 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 computation of square feet of floor space shall be based on the exterior measurements of the main structure and shall exclude porches, breezeways, garages and utility rooms, except if the utility room is part of the main structure.)

- | | |
|--|---|
| (i) A one-store dwelling. | -1100 square feet of floor space. |
| (ii) A two-story house. | -600 minimum square feet on each of the two floors. |
| (iii) A one and one-half story house or similar arrangement. Both stories containing the living quarters must be above the grade of the lot. | -700 square feet on the first floor, and 350 square feet on the second floor. |

1126975
126975

- (iv) A tri-level or hillside house shall have 600 square feet of floor space on each of the two levels above the grade level or not less than 1200 square feet aggregate on said two levels.

3. No building or structure shall be located on a building site nearer to the front or rear line of said building than a minimum setback line of 30 feet. Each building shall be set back from the side yard lines at least 5 feet and must have a total set back of 15 feet on both sides from the side yard lines.

4. No residential dwelling, including attached porches, breezeways and garages, shall be located nearer than 5 feet to an interior building site line. The total building site width displacement of buildings shall not exceed 80% of building site width as measured across dwelling at front or rear foundations. Driveways shall have a minimum width of 9 feet and shall be located on the left side of the building. TV towers shall be located at the left rear of the dwelling. Left shall be determined by facing building from street.

5. No building shall be erected, driveway constructed or swimming pool installed, 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 exterior design with existing structures and as to location with respect to topography and finished grade elevation. Said grade lines shall be in conformity with the adjacent building sites and shall not interfere with the drainage from adjoining building sites. No fence or wall shall be erected, placed or altered on any building site nearer to any street line than the minimum building setback line unless similarly approved. The Architectural Control Committee is composed of Clyde W. Grizzell, Donald J. Casper and John W. Reilly. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval shall be in writing. In the event the members of said Committee or their representative or successors fail to approve or disapprove such design or location within 30 days after building plans, specifications and plot 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 shall be deemed to be fully met. All submissions shall be sent to Clyde W. Grizzell at 2720 Stevenson Drive, Springfield, Illinois, or where otherwise advised by said Architectural Control Committee by written notice filed in the Office of the Recorder of Sangamon County, Illinois.

6. All utilities including telephone, electric and television cables other than for temporary service during construction shall be underground. Transformers and distribution pedestals for main lines and houseleaders shall be located only as approved by the Architectural Control Committee.

7. All compressors used in conjunction with central air-conditioning shall be installed in such a manner as to contribute to the exterior beauty and planning of the dwelling and not become an annoyance and nuisance to the neighborhood adjacent property owners.

8. All construction must be diligently pursued to completion within a reasonable period. Any construction not completed within 365 days shall be deemed a nuisance and the Architectural Control Committee shall be authorized to commence legal action to remove and abate said nuisance in the Circuit Court of Sangamon County, Illinois, and the costs of said proceedings including reasonable attorney's fees shall be a lien and charge on the property upon which the nuisance is maintained. Notice of said claim for costs and fees recorded in the Office of the Recorder of Sangamon County, Illinois shall be sufficient to create said lien and charge. No building shall be occupied for living purposes which is not functionally complete throughout and which is not complete in detail as to the exterior, nor shall any building materials, paint or building equipment 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 out-building shall be used on any building site at any time as a residence either temporarily or permanently.

9. No building site owner or occupant shall permit any truck, commercial vehicle, boat, or trailer including without limitation cargo trailer, campers, house trailers, mobile homes or carryalls to be parked or stored in the street in front of the building site.

10. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any building site for the facilitation and carrying on of any trade, business or industry.

11. The owner of any vacant building site shall cut the weeds and maintain the same in a proper condition. Failure to reasonably cut and maintain said site for a period of 30 days shall automatically allow the Architectural Control Committee to do same and costs of said maintenance will be a lien on the

building site until paid. Written filing of a notice of said claim for costs in the Office of the Recorder of Sangamon County, Illinois shall be sufficient to create a lien and charge on the property so maintained.

12. 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.

13. No sign of any kind shall be displaced to the public view on any building site except one professional sign of not more than one square foot or one sign of not more than five square feet in size advertising the property for sale or rent by property owner. The Architectural Control Committee shall approve builder's and subdivider's signs.

14. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes. No dogs shall be kept on any building site until such building site is improved with an inhabitable dwelling.

16. No building site shall be used or maintained as a dumping ground for rubbish, and all trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and appropriately screened.

17. 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 signed by sixty-five percent (65%) of the then owners of the building sites has been recorded, each building site having one vote, agreeing to change said covenants in whole or in part.

18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violations or to recover damages.

19. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

126978

20. The Village of Chatham shall have a permanent easement for maintenance of utilities over the areas designated on the plat or utility easements. Each owner of a lot shall have the financial responsibility to pay for the cost of the installation of the sewer laterals and service lines to the individual residences from the point of connection to the sewer main.

21. The subdivision plat has designated certain portions of the subdivision property as "Tot Lots" and a park. The title to these Tot Lots and park shall be conveyed by the subdivider to the Village of Chatham, a municipal corporation, following the approval of the Quail Meadows Estates, Fifth Addition Plat. The Village of Chatham agrees by approval of the Plat to accept such conveyance by the subdivider and the Village shall have the responsibility to provide for the maintenance and upkeep of the Tot Lots and park.

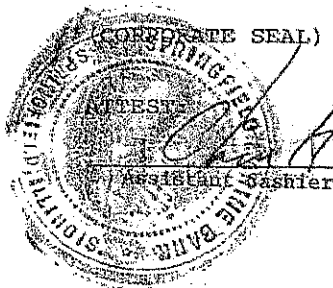
"Building site" as used in this instrument means all or any part of any single tract of land on which is constructed, intended to be located or located only one single-family dwelling. In the event that any such single tract of land is included in part with some part of the building sites above described and in part within other lands, the entire such single tract of land shall be deemed to be and constitute a building site.

The undersigned, SPRINGFIELD MARINE BANK, Trustee as aforesaid, hereby confirms the easements for installation and maintenance of utilities and drainage facilities as created and shown by the recorded plat of said subdivision.

IN WITNESS WHEREOF, SPRINGFIELD MARINE BANK, as Trustee under Trust No. 53-0838-2, has caused its seal to be affixed hereto and this instrument executed by its Sr. V. Pres. & Trust Off. and Assistant Cashier, this 2nd day of Oct, 1979.

SPRINGFIELD MARINE BANK, as Trustee under Trust No. 53-0838-2

By: *Donald K. Ratz*
Senior Vice President & Trust Officer



Walter G. Luedke
Assistant Cashier

Walter G. Luedke
WALTER G. LUEDKE, individually and as Attorney-in-Fact for Esther Ratz and George A. Ratz, husband and wife; Carrie H. Luedke, a widow not since remarried; and Gertrude M. Steffen, a widow not since remarried; pursuant to a Power of Attorney recorded June 9, 1977 in the Recorder's Office of Sangamon County, Illinois as Document No. 602639 and 602640.


Gertrude M. Steffen
GERTRUDE M. LUEDKE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, Deborah F. Lewis, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Donald R. Patton and Chris Holloway of SPRINGFIELD MARINE BANK, an Illinois banking corporation with its principal banking house at Springfield, Illinois, personally known to me to be the Sr. V. Pres. & Trust Off and Assistant Cashier respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Sr. V. Pres. & Trust Off. and Assistant 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 22nd day of October, 1979.

Deborah F. Lewis
Notary Public

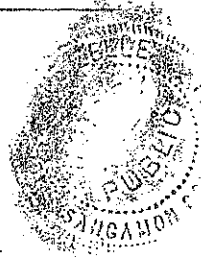


STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, Lee Koro Belle, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that WALTER G. LUEDKE, individually and as Attorney-in-Fact for Esther Ratz and George A. Ratz, husband and wife; Carrie H. Luedke, a widow not since remarried; and Gertrude M. Steffen, a widow not since remarried; pursuant to a Power of Attorney recorded June 9, 1977 in the Recorder's Office of Sangamon County, Illinois as Document No. 602639 and 602640; and GERTRUDE L. LUEDKE, wife of Walter G. Luedke; 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, sealed and delivered the said instrument as their free and voluntary act and for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of Oct, 1979.

Lee Koro Belle
Notary Public



846410

THIS DOCUMENT PREPARED BY
DONALD J. CASPER, P.C.
ATTORNEY AT LAW
1307 SOUTH SEVENTH STREET
SPRINGFIELD, ILLINOIS 62703
PHONE 1-217-525-6693

DOC R. RECORDED

1980 JAN 24 PM 1:55

Mary Ann Lammon
RECORDER OF DEEDS
SANGAMON COUNTY, ILL.

126380

mail
call Rudolph Sarland
753-3417
1726 So 6th
Sangamon Co. 62703
