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RETURN TO:
Mike Mauzy, Jr.
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2001R27491

06-12-2001 10:00 AM

SANGAMON COUNTY
ILLINOIS

29.00
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MARY ANN LAMM
SANGAMON COUNTY RECORDER

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE BENEFIT OF ARROWHEAD ESTATES SUBDIVISION
(Part of the Fractional Southwest Quarter of Section 6,
in Township 13 North, Range 4 West of the
Third Principal Meridian, Village of Pawnee,
Sangamon County, Illinois)

THIS DECLARATION made this 12 day of JUNE,
2001, by MIKE MAUZY, JR. and JANET MAUZY, husband and wife,
hereinafter referred to as "Developer."

WHEREAS, Developer is the owner of all Lots in
Arrowhead Estates Subdivision according to the plat thereof
recorded on JUNE 12, 2001, _____ as Doc.
2001R27490 of the public records of Sangamon County,
Illinois; and,

WHEREAS, it is desirable to secure the best use and
improvement of the lots therein, and to protect the owners
of such lots against such use of other lots therein as would
depreciate the value of such property, and to prevent the
erection of poorly designed or constructed buildings, and to
make the best use of and preserve the natural beauty of said
property and to locate the buildings thereon with regard to
topographic features, and

WHEREAS, Developer desires to create a finer quality
residential subdivision having a standard architectural
harmony achieved through consistency of features such as
color, texture, material type or exterior style, placement
of landscape flora and through relative consistency of
design, and

WHEREAS, to secure such objectives, Developer desires
to subject the lots in said subdivision to the following
restrictions and covenants, including but not limited to

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methods of construction and maintenance as will secure a continuous standard for the proper development of said subdivision.

NOW, THEREFORE, Developer declares that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions hereinafter set forth to run with the land expressly and exclusively for the use and benefit of said real property and of each and every person or entity who now or in the future owns any portion or portions of said real property.

1. USE RESTRICTIONS.

A. The term "building site" as used in this Declaration shall mean any lot of record or portion thereof under a single ownership whether by a trust, a partnership, a corporation, and individual or individuals, including ownership in tenancy in common, joint tenancy and tenancy by the entirety, intended for the use as or used as the site and location of a single family dwelling.

B. Developer hereby creates an ARCHITECTURAL CONTROL COMMITTEE, composed of Mike Mauzy, Jr., Janet Mauzy, and one to be named at a later date. In the event of the death or resignation of any member of said Committee, the remaining members shall appoint a member to fill the vacancy. The Architectural Control Committee shall have the right to prevent the clearing of a lot and subsequent excavation and grading prior to construction and the main residence upon such a lot according to the following: Prior to the construction of the main residence, a lot owner is required to seek approval of building plans through the Architectural Control Committee. The committee shall consider quality of workmanship and materials, external design, location with respect to topography and finished grades, elevations and building lines, location of driveways and walkways. To comply with this requirement, each lot owner, prior to any construction on the lot, shall first submit a preliminary plan to the Architectural Control Committee stating in general the type, style, size and general design of the residence to be constructed, along with its location on the building site and the name of the lot owner's designated general contractor. After approval in writing of the preliminary plan by the Architectural Control Committee, the lot owner shall then submit two (2) sets of the actual plans

and specifications of the improvement to be constructed. Such plans and specifications shall include the floor plan, exterior color schemes, and materials, elevations and actual plat plan showing distances from easements and lot lines and the location of the finished grade height of the first floor. The lot owner agrees that he/she will not obtain a building permit until the Architectural Control Committee has approved the final plans. If no objections to the plans are raised by the Architectural Control Committee within seven (7) days of submission of the final plans to said Committee, the plans shall be deemed to have been approved by said Architectural Control Committee.

C. The following minimum requirements shall apply to all residential improvements within this subdivision:

- (1) Minimum floor area of a single level dwelling unit shall be 1,800 square feet, exclusive of basement area, if any.
- (2) The minimum floor area of a two level dwelling unit shall be 2,400 square feet, exclusive of basement area, if any.
- (3) The minimum side yard dimension shall be those set forth in applicable zoning ordinances.
- (4) Each single-family dwelling shall have an attached garage suitable for the storage of at least two vehicles.
- (5) Above-ground or in-ground swimming pools shall be permissible, provided, however, that any above-ground or in-ground swimming pool is completely enclosed by at least a six (6) foot fence, and that fence enclosing such in-ground or above-ground pool shall be subject to prior approval by the Architectural Control Committee.
- (6) The Architectural Control Committee prior to commencement of construction shall approve all fences of whatever type and whatever nature and whatever location.

(7) No outside or unattached storage buildings nor detached garages shall be approved by the Architectural Control Committee unless it is compatible with the existing family dwelling on the premises and is of comparable quality and construction.

(8) No satellite dish over 24 inches in diameter, television antennae or similar device used for television reception shall be placed or located upon any building site nor attached to any building or any structure adjacent to any building.

(9) No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in 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.

(10) All mailboxes located within Arrowhead Estates shall be of a uniform design, construction and installation as approved and required by the Architectural Control Committee. No separate mailbox or other receptacle for newspapers or other periodicals shall be placed upon said mailbox without the permission of the Architectural Control Committee.

The foregoing requirements shall be in addition to any other requirements set forth elsewhere herein.

(11) Owners of the individual lots shall mow, landscape or otherwise maintain the surface of utility easements located upon their property.

(12) During clearing and construction, until all exposed dirt from excavating has been removed from the building site or brought to an approved final grade surrounding the dwelling unit, and until the building site is permanently landscaped with vegetation or landscaping material, the building

site owner shall prevent the erosion and washing of soil from the building site by employing the following measures:

(a). Disposing of all landscape waste, such as brush, weeds, removed trees and excess dirt, in a lawful fashion by burial, incineration or removal, without causing damage to an adjacent building site or other property within Arrowhead Estates.

(b). In the case of making improvements to a building site, the owner shall place, or require a general or sub-contractor to place all excavated soils deposited within the building site at least five (5) feet from any lot line, and the owner or general or sub-contractor shall not place any soil piles on an easement or right-of-way of record. During and prior to completion of construction efforts, the building site owner or contractor of the building site owner's designation shall erect and maintain a water permeable cloth dike of suitable strength and durability across the front of a building site and around the perimeter of excavated soil piles or shall employ other effective means to prevent such soils from eroding or washing into easements or rights-of-way or other building sites. Such dikes or other systems shall be maintained until the excess soil has been brought to approved final grade or removed from the building site.

(c). Immediately after the final grade has been established and approved on the building site surrounding the building site, the building site owner shall provide and install vegetation to cover exposed soils by planting approved ground cover, sodding, seeding and strawing, or covering the exposed areas with approved landscape material to prevent erosion. Drainage easements on building sites shall be maintained by the building site owner according to the plat of record and the specifications of final grade as approved by the village engineer.

(d). Soils, mud and landscape waste carried from a building site onto other properties and common areas such as easements, rights of way and roadways by erosive forces or by vehicles leaving a construction site shall be cleaned up daily or as necessary at the expense of the building site owner.

(e). The Developer, his successor and assigns, shall have the right to enter a building site at any time for the purpose of preventing and arresting undue erosion at the expense of the building site owner if the building site owner or his designated contractor is unwilling or unable to prevent such erosion.

(13) At each building site, excess material and waste from construction shall be gathered and disposed of regularly in a lawful fashion. No building site shall be used or maintained at any time for a dumping ground.

(14) Driveways shall be constructed of concrete or other similar material as approved by the Architectural Control Committee.

(15) No noxious or offensive trade or activities shall be carried on in said subdivision, nor shall anything be done therein or thereon which may be or may become an annoyance or nuisance to the neighborhood.

(16) No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be erected or placed on any building site at any time, except during the construction period, without approval of the Architectural Control Committee.

(17) No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site in said subdivision except dogs and cats and other common pet animals, provided that they are not kept, bred, or maintained for any commercial purposes or enterprise. Any such domestic pet shall not be permitted to cause or create a

nuisance, disturbance, or unreasonable amount of noise which may affect any member or other person on the property.

(18) All weeds shall be kept cut on sold vacant building sites, and no vacant building sites shall be permitted to fall into unsightly condition. 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. Any vacant building site which falls into an unsightly condition may be mowed or cleaned up by the Developer at the expense of the owner.

(19) No building site owner or occupant shall permit any truck (other than a pickup truck kept for personal, non-commercial use), semi- tractor truck, commercial vehicle, recreational vehicle, boat or trailer, including without limitation, cargo trailer, campers, house trailers, mobile homes or carryalls, to be parked or stored on the building site, in the driveway or in the street in front of or alongside of the building site. This shall not prevent the building site owner or the occupant from storing a truck, commercial vehicle, boat or trailer owned by such owner or occupant, or used by him in his business, in any garage on the premises. No derelict vehicles shall be kept or stored on any building site.

(20) No lot shall be re-subdivided nor shall a fractional part of any lot be sold.

(21) All construction must be diligently pursued to completion within a reasonable period. No building shall be occupied for living purposes which is not functionally complete in detail as the exterior, nor shall any building materials, paint or building equipment be exposed to the public view if such building is occupied as a dwelling. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as residence either temporary or permanently.

(22) No signs of any kind shall be erected, posted or displayed to the public view upon any lot, living unit or any other portion of the properties, without the prior written consent of the Architectural Control Committee, except street signs and other identification signs. The Architectural Control Committee shall approve all builders' signs.

(23) Stationary outside clotheslines (such as lines and poles) will not be permitted; however, folding umbrella type clothes stands will be permitted. Please be mindful of your neighbors entertaining when hanging clothes.

(24) Excessive or inappropriate yard ornaments are not permitted. Questions concerning this should be brought before the Architectural Control Committee.

2. EASEMENTS.

Easements for installation and maintenance of utilities and drainage structures, surface drainage areas, ways or facilities are reserved as shown on the recorded plat. Within these easements no structure, fence, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through surface drainage areas or channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The Village of Pawnee shall have the authority (but not the obligation) to perform maintenance and cleaning work in the surface drainage easement areas as shown in the final plat. All claims for damages, if any, arising out of the construction, maintenance, repair of utilities or on account of temporary or other inconvenience caused thereby against the Developer, or any utility company or municipality, or any of its agents or servants are waived by the owners. The Developer reserves the right to change, lay out a new, or discontinue any street, avenue or way shown on the plat not

necessary for ingress or egress to or from an owner's premises, subject to the approval of the municipality, if approval is required.

3. ENFORCEMENT.

For a violation or a breach of any of these covenants, conditions and restrictions by any person claiming by, through, or under the Developer or the Committee, or by virtue of any judicial proceedings, the Developer, the Committee, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity for an injunction to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In any such action the enforcing party shall also be entitled to judgment for such party's reasonable attorney's fees and court costs. In addition to the foregoing right, the Developer or the Committee, as the case may be, shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where the violation of these covenants and restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the covenants, conditions and restrictions shall not bar their subsequent enforcement.

4. SEVERABILITY.

The invalidation of any one or more of the reservations, covenants, conditions, and restrictions contained herein by any court of competent jurisdiction in no wise shall affect any of the other reservations, covenants, conditions, and restrictions, but they shall remain in full force and effect.

5. NO REVERSION OR FORFEITURE.

No breach or violation of the covenants and restrictions herein set forth shall work a reversion or forfeiture of title, remedies for such breach or violation being set forth above in paragraph 3.

6. DURATION OF RESTRICTIONS\AMENDMENTS.

The aforesaid covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument rescinding or modifying these covenants which is signed by more than seventy-five percent (75%) of the then record owners of the building sites delineated in Arrowhead Estates Subdivision and any other Additions to of said Arrowhead Estates Subdivision shall be recorded in the office of the Recorder of Deeds of Sangamon County, Illinois. Each building site shall have one vote agreeing to change or rescind said covenants in whole or in part.

IN WITNESS WHEREOF, Developer has executed this Declaration of Covenants, Conditions, and Restrictions the day and year first above written.

Mike Mauzy, Jr.
Mike Mauzy, Jr.

Janet E. Mauzy
Janet Mauzy

STATE OF ILLINOIS)
COUNTY OF Sangamon) SS.

I, a Notary Public in and for said County and State aforesaid, do hereby certify that MIKE MAUZY, JR. and JANET MAUZY, husband and wife, personally known to me to be the 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 deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12 day of June, 2001.

Michelle Springer
Notary Public



MORTGAGEE CONSENT

First National Bank of Raymond, Illinois, a National Banking Association, holder of a note or notes secured in part by a certain mortgage hereinbelow described, secured by Arrowhead Estates Subdivision, hereby consents to the execution and recording of the above and foregoing Declaration of Covenants, Conditions and Restrictions for the benefit of Arrowhead Estates Subdivision, and hereby submits said mortgage to the provisions of the above and foregoing Declaration of Covenants, Conditions and Restrictions for the benefit of Arrowhead Estates Subdivision. The mortgage held by First National Bank of Raymond, Illinois is described as follows:

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03-76369

Mortgage executed by Michael Mauzy and Janet Mauzy in favor of First National Bank of Raymond dated January 26, 2001, recorded January 31, 2001, as Doc. # 2001 R04344, securing a loan or loans to a maximum principal sum of \$280,000.00.

IN WITNESS WHEREOF, said First National Bank of Raymond, Illinois, a National Banking Association, has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Litchfield, Illinois, on this 11th day of June, 2001.

FIRST NATIONAL BANK OF
RAYMOND, IL, a
National Banking
Association

BY: *[Signature]*
Its Loan Officer

(CORPORATE SEAL)

ATTEST: *[Signature]*
Its Branch Manager