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MARY ANN LAMM  
RECORDER  
SANGAMON CO. IL.

PROTECTIVE COVENANTS

FOR

'90 APR 30 AM 10 33

BIRCH LAKES THIRD ADDITION

WHEREAS, M.V.C. Co. (hereafter identified as "Developer"), having its principal office at 23 Niño Drive, Sherman, Illinois, as owner of Birch Lakes Third Addition, located in Williams Township, and situated in the Village of Sherman, County of Sangamon State of Illinois, hereby declares the following restrictions, covenants and reservations hereinafter set forth shall be imposed upon the title to the land and run with title to said property, and all lots therein shall be sold subject to said restrictions and covenants, and they shall bind all purchasers and other hereafter.

WHEREAS, Developer desires to provide for the preservation of values in the Subdivision and to retain the best use and improvement of the lots therein, to insure appropriate development of each lot, to protect each owner against improper use of surrounding land as will depreciate the value of his property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations on each lot; to secure and maintain proper set-backs from streets and, in general, to provide for a high-type improvement on said property and thereby enhance the values of investments made by Purchasers of the lots therein, the said real estate is hereby subjected to the following conditions, restrictions and charges, to-wit:

1. Residence. No lot or building site shall be used for

other than single family residence purposes. There shall not exist on any lot or building site at any time more than one residence. No residential unit shall be constructed upon any lot or building site with living area of less than 1,500 square feet for one story dwelling or 1,900 square feet for multi-story dwelling, exclusive of open porches, garages, carports and breezeways.

2. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or building site, except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure and purpose of the occupants, but not for any commercial use or purpose.

3. Nuisances. Each Owner shall refrain from any act or use of his property which could cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any lot or building site. No lot or building site shall be used in whole or in part for storage of rubbish of any character whatsoever; nor shall any substance, thing or material be kept upon any lot or building site which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of the surrounding property. No weeds, trash materials wrecked or inoperable vehicles or any other unsightly item shall be allowed to remain on any lot or building site. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for pickup by garbage and trash removal service units.

4. Set-Back Lines. No building, nor any part thereof nor fence, nor wall shall be located on any lot or building site nearer to the street than the minimum setback lines on the recorded plat. Side yard and rear yard setback lines are those established by the Village of Sherman. Set-back provisions herein prescribed or shown on the plat may be altered by the

Committee whenever, in its sole discretion, the topography or configuration of any lot or building site in said Subdivision will so require.

5. Easements. Each lot or building site now or hereafter subject to this Declaration shall be subject to all easements shown or set forth in the recorded plat(s) of any type shall be erected or placed upon any part of a lot or building site which will interfere with the rights and use of any and all easements shown on said recorded plat. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future and utility service lines to, from or for each of the individual subdivision lots or building sites. Within these easements, no structure, 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 or flow of drainage channels in the easements. The easement area of each lot or building site and all improvements in it shall be maintained continuously by Owner, except for those improvements for which a public authority or utility company is responsible. Within ten (10) days prior written notice to Owner, the Committee may enter upon the property for the purpose of removing obstructions in such easements upon Owner's failure to do so.

6. Storage and Parking of Vehicles. There shall be no outside storage upon any lot of any commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other water craft, boat trailer or any other transportation device of any kind; provided, however, that private automobiles regularly in use and incident to the residential use of an Owner or Tenant of a dwelling unit may be parked upon a lot or building site in a paved drive-way or parking space provided for said dwelling unit.

7. Signs. No signs of any kind shall be displayed to public

view on any lot or building site except one professional sign of not more than one (1) square foot, and/or one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8. Storage Tanks. All tanks for the storage of fuel, water or other substance shall be buried beneath the ground and in so doing must strictly comply with all the rules and regulations of each and every governmental body having jurisdiction over the same.

9. Utility Lines. All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the lots or building sites 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.

10. Clothes Lines. Stationary outside clothes lines will not be permitted and portable clothes hanging devices such as lines, poles, frames, etc. shall be stored out of site when not in use.

11. Mail Boxes. Any mail box and post or support therefor shall be of a type consistent with the character of the subdivision and shall be placed and maintained to compliment the houses in the neighborhood as determined by the Committee.

12. Landscaping. It is the intent of the Committee to give special attention and require appropriate landscaping to enhance the beauty of the subdivision and the landscaping shall be completed prior to occupancy of the residence, except for occupancy occurring December 1 through March 31. If occupancy occurs during this period, landscaping shall be completed on or before the following May 15th.

13. Roofs. All roofs shall have a minimum 5/12 pitch unless otherwise approved by the Committee.

14. Architectural Control. No building, construction, reconstruction, alteration, or addition of any to any structure, building, fence, wall, road, hard surface drive or any improvement of any nature shall be made without written approval of the Architectural Control Committee as to size, location, materials, harmony of exterior design with other structures, and finished grade elevation. The Architectural Committee (hereinafter called "Committee"), consisting of Val Contri, Mary Contri, Lynn Vignali and Damon Vignali, is hereby designated to act without compensation for their services, upon all matters over which they have the power and authority granted under this declaration. A majority of the Committee may designate a representative to act in behalf of the Committee. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. 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. Upon giving approval, construction shall be started and prosecuted to completion in conformity with such plans. The exterior of all structures must be completely finished before any house may be occupied. The Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations. The Committee shall be entitled to stop construction in violation of these restrictions. Any member of the Architectural Control Committee or its representatives shall have the right during reasonable hours to enter upon to inspect any lot or building site and any improvements thereon, for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with, and if necessary, for the purpose of remedying and

correcting any breach of these restrictive covenants. Such person or persons shall not be deemed guilty of trespass by reason of such entry or by reason of remedying or correcting any such breach of these covenants.

15. Breach of Covenants. If any Owner, either by his own conduct or by the conduct of his immediate household, guest, tenant or agent, shall violate any of the covenants set forth herein, and such violation shall not be cured within ten (10) days after written notice of such violation if sent by the Architectural Control Committee to the Owner or Owners of such lot or building site, the Committee shall have the power and authority to (a) levy a fine against the Owner or Owners involved of not less than \$5.00 and not more than \$50.00 for each day, after such ten (10) days' notice, such violation continues to exist uncured; (b) to institute such legal action or proceeding as may be required to enforce payment and collection of all or any part of any fine or fines levied against such Owner or Owners; to prosecute other action or proceedings at law, including actions for damages or for mandatory or other injunctions against any such Owner or Owners, in order to enforce compliance with the Restrictive Covenants set forth herein; (c) to enter upon the lot or building site involved to remedy or correct any breach or violation of these covenants by any reasonable means, including performing all or any of the exterior repairs or maintenance which any owner or owners fail to perform. Any and all rights and remedies may be exercised by the Committee and in any action, suit or proceeding instituted by the Committee, all costs incurred in connection therewith, including court costs and reasonable attorney's fees, shall be recoverable in any such action or proceeding and shall be included in any judgment or decree rendered in favor of the Committee. Any fine or fines levied and all costs and fees incurred by the Committee in connection with any action, suit or proceeding instituted as

hereinabove provided and all costs, fees and expenses in connection with enjoining, remedying or correcting any breach or violation of these covenants, shall be assessed against the Owner or Owners involved and against the lot or building site and improvements located thereon, and the same shall be a charge and become a continuing lien upon said property, and the joint and several personal obligation of each Owner involved, and shall become immediately due and payable in all respects by such Owner or Owners.

16. Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective for twenty-five years from date of recordation. After said twenty-five (25) year period, they shall be automatically extended for successive periods of ten (10) years each unless after said twenty-five (25) year period it is agreed by the vote of a majority in interest of the then Owners of the above described property to change, amend or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided herein, and shall inure to the benefit of any such person or grantee in like manner as though the provisions of this Declaration were recited and stipulated in length in each and every deed of conveyance.

17. Validity of Covenants. If any covenant or provision herein shall be finally declared to be invalid by a court of competent jurisdiction, the other covenants and provisions shall remain fully enforceable.

IN WITNESS WHEREOF, the undersigned Developer has caused this instrument to be executed this 25 day of April, 1990.

(seal)

Attest Mary E. Contri  
Its Secretary

M.V.C. CO.  
BY Val Contri  
Its President

STATE OF ILLINOIS )  
                          ) ss  
SANGAMON COUNTY )

I, the undersigned, a Notary Public, in and for said County, In the State aforesaid, DO HEREBY CERTIFY THAT VAL CONTRI personally known to me to be the President of the Corporation who is the grantor, and MARY E. CONTRI personally known to me to be the Secretary of said corporation, and 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 severally acknowledged that as such VAL CONTRI President and MARY E. CONTRI secretary, they signed and delivered the said instrument as VAL CONTRI President MARY E. CONTRI Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation 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.

Given under my hand and Notarial Seal this 25 day of April 1990

John J. Contri  
Notary Public.



Return this document to:

M.V.C. Co.  
23 Nino Drive, Sherman, IL

This Instrument was Prepared by: M.V.C. Co. 62634  
Whose address is: 23 Nino Dr., Sherman, IL