

PROTECTIVE COVENANTS

Relating to Brookfield KNOW ALL MEN BY THESE PRESENTS:

That J & L Builders, a partnership consisting of John J. Jordan and James H. Leka, a partnership, being the owner of the land described in Clause I of this declaration 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 and their respective heirs, successors, and assigns, hereby declares that the property described in Clause I hereof is held and shall be transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

CLAUSE I

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges with respect to the various portions thereof set forth in the several clauses and subdivisions of this declaration is more particularly described as follows:

Lot 1 to 22, both inclusive, in "Brookfield", a subdivision of part of the East Half of the Northeast Quarter of Section 9, Township 16 North, Range 4 West of the Third Principal Meridian, Riverton, Sangamon County, Illinois, described as follows: From a stone monument at the Southeast Corner of the Northeast Quarter of Section 9, Township 16 North, Range 4 West of the Third Principal Meridian, N.89 - 43'-05"W., on the Quarter-Quarter Section line, 330.00 feet; thence S.00°-00'-00"E., 120.00 feet; thence S.89°-43'-06"E., 330.00 feet; thence S.00°-00'-00"E., 196.38 feet; thence N.89 - 45'-21"W., 661.40 feet; thence N.00-00'-15"E., 316.82 feet; thence N.00-01'-15"E., 331.39 feet; thence S.89°-43'-05"E., 661.39 feet; thence S.00°-01'-20"W., 331.39 feet to the point of beginning, containing 8.930 acres, more or less.

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CLAUSE II

To insure the best use and more appropriate development and improvement of each building site therein; to protect the owners of building sites against such improper use of surrounding land as will depreciate the value of their 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 thereof on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures and in general to provide adequately for a high type and quality of improvements on said property and thereby enhance the values of investments made by purchasers of building sites therein, the real property described in Clause I hereof is hereby subjected to the following conditions, restrictions, covenants, reservations, and charges, to wit:

(a) No building site shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any building site other than dwellings not to exceed two stories in height, a private attached garage or garages.

(b) No building shall be erected, placed, or altered on any building site until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing by the Architectural Control Committee (or by a representative designated by a majority of the members of said committee) as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation and building lines. No residential building designed for occupancy by more than one family shall be erected, placed, or permitted to be used on any building site without the prior written approval of the Architectural Control Committee or its representative designated as aforesaid, and the discretion of said committee in withholding or granting said approval shall be absolute. The words "family dwelling" or "dwelling", as used in these covenants shall be construed to include a single-family dwelling. No fence or wall shall be erected, placed, or altered on any building site nearer to any street than the minimum building set-back line unless similarly approved. Said Architectural Control Committee shall be composed of John J. Jordan and James H. Leka. In the event of the death or resignation of any member of said Committee, the remaining member shall have full authority to approve or disapprove such design and location or to designate a representative with like authority or to appoint a member to fill the vacancy.

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In the event said Committee, or its designated representative, fails to approve or disapprove such design or location within thirty days after said plans and specifications and plot plans have been subjected to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty days after construction is commenced or prior to the completion thereof (whichever period is longer), such approval will not be required and this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to violations of paragraph (i) following). Neither the members of said Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee and of its designated representative shall cease on January 1, 2014, and thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall have been executed by the then record owners of a majority in area of the land within the boundaries of said lots and shall have been duly recorded in the Office of Recorder of Deeds of said County appointing a representative or representatives who shall thereafter, for the time specified in said agreement, exercise the same powers exercised by said Committee.

(c) There shall not be erected, placed, or suffered to remain (1) any single-family dwelling having a building site area of less than 6,000 square feet. (2) any dwelling on any building site which has a width at the building set-back line of less than 50 feet (such measurement to be made from lot line to building site line along the set-back line on corner lots.)

(d) No dwelling shall be permitted on any building site at the cost of less than Eighty Thousand Dollars (\$80,000.00) based upon cost levels prevailing at the date that these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings of whatever type 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 costs stated herein for the minimum permitted dwelling sites. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,600 square feet for a one-story dwelling, nor less than 1,000 square feet for a single-family dwelling of more than one story.

(e) No building shall be located on any building site nearer to the front lot line or nearer to the building site street line than the minimum set-back lines shown on the recorded plat. No building shall be located on any building site nearer than 5 feet to any interior building site line.

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No building other than a dwelling shall be located on any building site nearer than 30 feet, measured toward the interior of the building site, from any said building setback line as shown on said plat nor nearer than 3 feet from any interior building site line. For the purposes of this paragraph, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a building site to encroach upon another building site.

(f) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(g) No satellite dish, television satellite reception disk, or similar device shall be maintained or used upon any building site.

(h) No dwelling may be occupied by any owner during the period that said dwelling is being constructed. All construction shall be completed within one (1) year of the commencement of any construction upon any building site.

(i) 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.

(j) No noxious or offensive activity shall be carried on upon any building site nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(k) No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one square foot, one sign of not more than five 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.

(l) No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

(m) No building site 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.

(n) No fence, wall, hedge, or other shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above the paved surface of the nearest adjacent vehicle roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the respective straight street property lines extended to their intersection and a line connecting them at points 25 feet from the intersection of such respective straight street lines.

(o) No private driveway shall be regularly used or maintained on any of said land or within any street right-of-way unless the same is constructed and improved with a concrete surface over its entire length and width from the edge of the street pavement within the public street to the point of termination of such driveway.

(p) No owner of any building site, including the undersigned declarant and the respective heirs, successors, and assigns of each owner nor any party claiming under them will claim benefits under the Planned Unit Development Zoning Classification under Ordinances of the Village of Riverton, Illinois, which exists at the time of filing these protective covenants in the Office of the Recorder of Deeds of Sangamon County, Illinois, except to the extent that the provisions of the Planned Unit Development Ordinance of said City adopts the permitted uses allowed in the R-1 and R-2 Single-Family Residence District under the Zoning Ordinance of said City; and no such owner, heirs, successors, or assigns nor any party claiming under them will claim the benefit of any ordinance, covenants, or restriction which purports to restrict the use of a building site to multi-family dwellings.

CLAUSE III

"Building Site", as used in this instrument, means all or any part of any single tract of land, all of which is owned by the same person or persons. In the event that any such single tract of land is included in part within some part of the lots 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.

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CLAUSE IV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2014, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument in writing, executed by the then record owners of a majority in area of the land within the boundaries of said lots shall have been recorded in the Office of the Recorder of Deeds of said County agreeing to change or revoke said covenants in whole or in part.

CLAUSE V

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

CLAUSE VI

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.

CLAUSE VII

Lots One and Two are responsible for perpetual maintenance of the retention works located within the easement as depicted on the plat. Said maintenance includes mowing and clearing of inlets and outlets and maintenance of grade as depicted in the construction plan. The village of Riverton is a third party beneficiary of this paragraph and may enforce this covenant in its discretion.



CLAUSE VIII

The undersigned certifies and covenants that it holds title to all of said land and is authorized to execute this instrument.

IN WITNESS WHEREOF, J & L Builders has caused this instrument to be executed by John J. Jordan and James H. Leka this 26th day of September, 1994

John J. Jordan and James H. Leka doing business as J & L Builders

By John J. Jordan
John J. Jordan

By James H. Leka
James H. Leka

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Marjorie R. Todd, a Notary Public, in and for the County and State aforesaid, do hereby certify that John J. Jordan and James H. Leka, personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the foregoing 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 26th day of September, A.D., 1994.

(Notarial Seal)



Marjorie R. Todd
Notary Public

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Return to Zelle

SANGAMON COUNTY
ILLINOIS

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Mary Ann Sumner
RECORDER

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