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1-7-77

DECLARATION OF PROTECTIVE COVENANTS
FOR CAMELOT THIRD ADDITION

KNOW ALL MEN BY THESE PRESENTS THAT:

SPRINGFIELD MARINE BANK, an Illinois banking corporation as Trustee under the provisions of a Trust Agreement dated March 28, 1969, known as Trust No. 53-0008-0, and being the owner of all lots in Camelot Third Addition, an Addition to the Village of Rochester, Sangamon County, Illinois, located in part of the Northeast Quarter of Section 16, Township 15 North, Range 4 West of the Third Principal Meridian, 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 real estate known as Camelot Third Addition, and each lot therein, shall be held and shall be transferred, sold, and conveyed subject to the following restrictions, covenants, reservations and charges (except as to Lot 135 which is governed by Paragraph 22, below):

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 building shall be permitted on any building site which does not have at least the following number of square feet of finished floor space. (The computations 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.)

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| (a) A one-story dwelling | 1120 square feet of floor space |
| (b) A two-story dwelling. Both stories containing the living quarters must be above the grade of the lot | 750 square feet of floor space on each of the two floors |
| (c) A one and one-half story dwelling or similar arrangement. Both stories containing the living quarters must be above the grade of the lot. | 900 square feet of floor space on the first floor and 500 square feet on the second floor |

(d) A tri-level or hillside dwelling

650 square feet of floor space on each of the two levels above the grade level and not less than 1300 square feet aggregate on the two levels

Each dwelling shall have an enclosed garage attached thereto.

3. 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 and of the driveway 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.

Said Architectural Control Committee shall be composed of Charles W. Filson, Helen W. Filson, J. Kennedy Kincaid, Jr. and Margaret Kincaid, and its address shall be 1425 Noble Avenue, Springfield, Illinois. In the event of the death or resignation of any member of said Committee, the remaining members or 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 or members to fill the vacancy. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications and plot plans have been submitted 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 (30) days after construction is commenced or prior to the completion thereof (whichever period is the 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 violation of Paragraph 9 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, 1990, 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 the Recorder of Deeds of Sangamon County appointing a representative or representatives who shall thereafter, for the time specified in said agreement, exercise the same powers exercised by said Committee.

4. No building shall be located on any building site nearer to the front line of said building site than the minimum setback line as shown on the recorded plat of said Addition.

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5. No dwelling, including attached porches, breezeways and garages, shall be located nearer than 7 feet to an interior building site line. The total building site side yard shall be a minimum of 15 feet measured from the corner of the dwelling at its front or rear foundation to the nearest side lot line. Driveways shall have a minimum width of 9 feet.

6. Grade lines for each building site shall be in conformity with the adjacent building site 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 setback line.

7. 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 houseloaders shall be located only as approved by the Architectural Control Committee.

8. All compressors and cooling towers 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 to become an annoyance and nuisance to the neighborhood or adjacent property owners.

9. 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 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, mobile home, 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.

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. 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. The owner of any vacant building site shall cut the weeds and maintain the same in a proper condition.

12. No spirituous, vinous or malt liquors shall ever be sold or kept for sale on any lot in said Addition. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

13. 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, or one sign of not more than five square feet advertising the property for sale or rent. The Architectural Control Committee shall approve all builder's signs.

14. 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 purpose. No dogs shall be kept on any building site until such building site is improved with a habitable dwelling.

15. No automobile, truck or commercial vehicle, trailer, mobile home, camper or boat shall be kept or parked on any building site, except in a garage, or in the streets of said Addition, for a period of longer than eight hours.

16. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said Camelot Third Addition.

17. The phrase "building site" as used in this instrument means all and every part of a single tract of land which is owned by the same person or persons.

18. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1990, after which time said covenants shall be automatically extended for successive periods of 10 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.

19. 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.

20. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

21. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in said Camelot Third Addition, and to their heirs and assigns.

22. In order to delay the run-off of surface water onto adjacent land, the Village of Rochester has required, as a condition of approval of the Plat of Camelot, Third Addition, that a retaining earth wall be constructed along the North boundary of Lot 135 in said Subdivision, which retaining wall may cause some temporary ponding of surface water on said Lot 135. Said Lot 135 will be conveyed by the Subdivider to Rochester Camelot Homeowners Association, an Illinois not-for-profit corporation. All owners of Lots 110, 111, 112, 113, 117, 118, 119, 120, 121 and 122 in said Subdivision will automatically be members of said Association, and said Association will be responsible for the maintenance of said Lot 135, including keeping the grass mowed and keeping the property free of weeds. Said Association shall also be responsible for maintaining said retaining wall in good condition, and replacing same if necessary. By the acceptance of their deeds of conveyance to said Lots 110, 111, 112, 113, 117, 118, 119, 120, 121 and 122, the owners thereof and their assigns agree to contribute equally to the aforesaid maintenance and/or replacement costs. If this covenant of maintenance and/or replacement of the retaining wall is not kept by the Association, then the Village of Rochester may enforce same by action for mandatory injunction against the Association and its members, or the Village of Rochester may perform the work and collect the cost from said Association and/or its members. Said Lot 135 may be used for park and recreational purposes by the members of said Association and their invitees and guests, but no permanent structure shall be built thereon. Said Rochester Camelot Homeowners' Association may impose whatever assessment is deemed necessary from time to time by its directors for the aforesaid purposes on the owners of said Lots 110, 111, 112, 113, 117, 118, 119, 120, 121 and 122, equally, and for failure to pay such assessment, the Association may place a lien on the property of the non-paying owner(s) and enforce same by foreclosure as in the case of a mortgage. The covenants contained in this Paragraph No. 22 may also be enforced by any owner of any of said Lots 110, 111, 112, 113, 117, 118, 119, 120, 121 and 122.

IN WITNESS WHEREOF, Springfield Marine Bank, as Trustee under Trust No. 53-008-0 has caused its seal to be affixed hereto and this instrument executed by its Sr. Vice President & Trust Officer this 24th day of December, A. D. 1976.

SPRINGFIELD MARINE BANK, as
Trustee under Trust No. 53-008-0 created
by Trust Agreement dated March 28, 1969

Attest:

John M. Thompson
Its Assistant Cashier

By

Lee G. Gamage
Its Sr. Vice President and Trust Officer

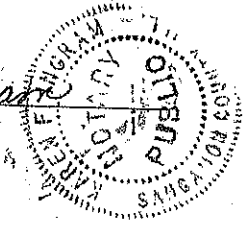
STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, Karen F. Ingram, a Notary Public in and for the County and State aforesaid, do hereby certify that Lee G. Gamage and John M. Thompson to me personally known to be, respectively, the Sr. Vice Pres. & Trust Officer and Assistant Cashier of Springfield Marine Bank, an Illinois banking corporation, and also known to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and

delivered the aforesaid instrument and the said John M. Thompson
as such Assistant Cashier affixed the corporate seal of the said Spring-
field Marine Bank thereto, all as the free and voluntary act of said Bank, as
Trustee under Trust No. 53-0008-0, created by Trust Agreement dated
March 23, 1969, for the uses and purposes therein set forth, being duly
authorized thereunto.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal
this 24th day of December, A. D. 1976.

James J. Ingalls
Notary Public



Prepared by
Charles H. Northrup
820 Illinois Building
Springfield, Illinois 62701

595005

State of Illinois,) I hereby certify
Sangamon County) ss. that this instrument
was filed for record at 3:41 P.M.
and
in JAN 7 - 1977 recorded on
Book _____ of _____ Page _____

Mary Ann Thomas
Recorder of Deeds

Return - Sorchoy - Chas. Northrup