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SANGAMON COUNTY
ILLINOIS

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MARY ANN LAMM
SANGAMON COUNTY RECORDER

PREPARED BY:

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**DECLARATION OF BUILDING AND USE RESTRICTIONS
ON FLAGGLAND PARKS ELEVENTH ADDITION**

KNOW ALL MEN BY THESE PRESENTS that WILLIAMS DEVELOPMENT OF CENTRAL ILLINOIS, INC., an Illinois corporation, being the owner of all of the lots in FLAGGLAND PARKS ELEVENTH ADDITION, an Addition to the Village of Sherman, Illinois, as platted by the plat thereof recorded in the Recorder's Office of Sangamon County, Illinois on the 18th day of August 2004, as Document No. 2004R41113, in consideration of the purchase or other acquisition of any lot, lots, or parts thereof, in said FLAGGLAND PARKS ELEVENTH ADDITION and as an inducement thereto, and in order to secure the best use and improvement of the building sites in said Addition, to protect the owners of building sites therein against the depreciation in value of their properties, to prevent the erection of poorly designed or constructed buildings, to make the best use of and to preserve the natural beauty of said Addition, to locate the buildings therein with a proper regard to the topographical features of said Addition, and to provide for a quality development of said Addition, does hereby for itself, its successors and assigns, covenant and agree with each and every purchaser or grantee of any lot, lots, or parts thereof, in said FLAGGLAND PARKS ELEVENTH ADDITION, that the following restrictions as to building and use are and shall be covenants running with the land in said FLAGGLAND PARKS ELEVENTH ADDITION:

1. Lots 1 through 4 shall be used only for single family residential purposes. Parcel D is hereby dedicated to FLAGGLAND PARKS HOMEOWNERS' ASSOCIATION for use as a greenway/walkway, and no buildings shall be erected thereon.

2. No building shall be erected, altered, placed, or permitted to remain on Lots 1 and 2 other than one detached single family dwelling, not to exceed two stories in height and a private garage for not more than three cars.

3. Lots 1 and 2 and Lots 3 and 4 shall respectively share a twenty-five feet (25') wide access easement extending from the south edge of Andrew Road to forty-five feet (45') south of the north boundary of each lot as more particularly shown on the plat for Flagglanld Parks Eleventh

Addition. There is hereby created a mutual easement for ingress and egress for the benefit of Lots 1 and 2 across the 25' shared access easement crossing Lots 1 and 2 as shown on the Plat for Flagglanld Parks Eleventh Addition and for Lots 3 and 4 across the 25' shared access easement crossing Lots 3 and 4 as shown on the Plat for Flagglanld Parks Eleventh Addition. The owners of Lots 1 through 4 shall be jointly responsible for the construction, reconstruction, upkeep, maintenance and clearing of snow and ice with regard to the shared access easement partially located on their respective Lot. No state, county, municipal or other governmental entity shall be responsible for the upkeep, maintenance or construction of the shared access easements.

4. No building shall be erected, placed, or altered on any building site until the construction plans, including elevations, 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 material, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation and building lines. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building setback line unless similarly approved. All dwelling structures shall meet the following requirements: the ground floor area of the main structure, excluding cellars, basements, open porches, breezeways and garages, shall be not less than 1150 square feet, measured from the outside of the exterior walls, for a one-story dwelling, and every dwelling of more than one story shall have a total floor area, measured from the outside of the exterior walls, of not less than 1300 square feet, including utility room, but excluding cellars, basements, open porches, breezeways and garages. Said Architectural Control Committee shall be composed of John L. Raynolds and Randall C. Raynolds. In the event of 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 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 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 10 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 or its designated representative shall cease on January 1, 2034, 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. All construction work must be diligently

pursued to completion within a reasonable time as determined by the Architectural Control Committee.

5. There shall not be erected, placed, or suffered to remain any dwelling or other building on any building site having an area of less than the area of the smallest lot in said Flagglan Parks Eleventh Addition.

6. No automobile, truck or commercial vehicle, trailer, camper or boat shall be kept or parked on any building site or in the streets in said Flagglan Parks Eleventh Addition other than for periods of less than eight hours except in a garage.

7. Each structure erected shall be connected to the sanitary sewer system of the Village of Sherman.

8. Any structure having a floor area below grade shall have footing drains and a sump pump that discharge in the rear yard.

9. There shall be a side yard of at least 15 feet on both sides of any structure erected on any building site.

10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of said Flagglan Parks Eleventh Addition.

11. All electric, telephone and cable TV service lines, and wires in said Flagglan Parks Eleventh Addition and any building site therein shall be installed underground, except that, during the construction of any building therein, temporary above ground electric service to the building site on which such construction is taking place will be allowed.

12. No structure of a temporary character, trailer, camper, basement, tent, garage, barn or other outbuilding or partially completed permanent structure shall be used on any building site at any time as a residence, either temporarily or permanently.

13. No noxious or offensive activities shall be carried on upon any building site, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

14. No sign of any kind shall be displayed to the public view on any building site except 1 professional sign of not more than 1 square foot, 1 sign of not more than 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.

15. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said Flagglan Parks Eleventh Addition and any such house pet shall be kept in the yard of its owner or on a leash when outside of its yard.

16. 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.

17. "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.

18. The ownership of a building site shall carry with it a membership in Flagglan Parks Homeowners' Association, an Illinois not for profit corporation, the purposes of which are to conduct civic, recreational, charitable, social, and educational activities, and, in general, to do and perform such acts as will promote the general welfare of the residents of and the improvement of the community known as Flagglan Parks. Fees and dues of Flagglan Parks Homeowners' Association are payable to its Treasurer. Nothing with respect to or done by said Flagglan Parks Homeowners' Association shall be deemed to create any lien upon or interest in any building site in Flagglan Parks Eleventh Addition.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2034, 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 Sangamon County agreeing to change or revoke said covenants in whole or in part.

20. 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.

21. 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.

22. 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 Flagglan Parks Eleventh Addition, and to their heirs and assigns.

IN WITNESS WHEREOF, WILLIAMS DEVELOPMENT OF CENTRAL ILLINOIS, INC., an Illinois corporation, has caused its corporate seal to be hereto affixed and its name to be signed to this instrument by its President and attested by its Secretary, pursuant to authority granted by its Board of Directors, this 12th day of August, 2004.

L. S.

WILLIAMS DEVELOPMENT OF CENTRAL ILLINOIS, INC. an Illinois corp.

By: John Reynolds
John Reynolds, Its President

Attest: Randall Reynolds
Randall Reynolds, Its Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JOHN RAYNOLDS and RANDALL RAYNOLDS of WILLIAMS DEVELOPMENT OF CENTRAL ILLINOIS, INC., an Illinois corporation, the President and Secretary, respectively, of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed, sealed, and delivered the foregoing instrument and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, pursuant to authority of its Board of Directors, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of August, 2004.

Rebecca Morton
Notary Public

RETURN TO: Stephen J. Bochenek
Post Office Box 5131
Springfield, IL 62705

