

DECLARATION OF RESTRICTIONS
CONCERNING FOX MEADOWS PLAT
NUMBER 2.

378900
1-19-55

This declaration made this 7th Day of January A. D. 1955 by Helen Runyan and Dorothea Sager, Trustees for the owners of Fox Meadows Plat No. 2, a subdivision of part of the South half of the North half of the Southeast Quarter of Section Six, Township Fifteen (15), North, Range Five (5) West of the Third Principal Meridian in Sangamon County, Illinois.

WHEREAS, declarants desire to subject said property to the following conditions, restrictions and charges for the benefit of said property, and its present and subsequent owners:

1. No building site shall be used except for residential purposes. Except as to Lots 57, 58, 59 and 60, no building shall be erected, altered, placed or permitted to remain on any Lot in the subdivision other than one single family dwelling (not to exceed $2\frac{1}{2}$ stories in height) and a private garage.

2. No building shall be permitted on any building site that does not have the following maximum number of square feet of floor space:

(a) One Thousand One Hundred Fifty (1,150) square feet on the first floor, or

(b) Seven Hundred Fifty (750) square feet on each of two floors of a two story house, or

(c) Nine Hundred Fifty (950) square feet on the first floor and Four Hundred Fifty (450) feet on the second floor for a $1\frac{1}{2}$ story house or similar arrangement or 1400 square feet aggregate floor space for the two floors, or

(d) Seven Hundred (700) square feet on each of two levels in a tri-level or hillside house or not less than 1400 square feet aggregate on two of the three levels. The computation 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 a utility room in the main structure.

3. No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In the event the owner of Lot 67 shall desire a house facing North or the owner of Lot 66 shall desire a house facing South, the Improvement Board may consent to a side yard on the East of not to exceed 20 feet. No building shall be located nearer than ten (10) feet to an interior building site line, thus having a minimum side yard of not less than ten (10) feet. No dwelling shall be located on any building site the front of which dwelling is nearer to the rear lot line than the minimum building set-back line shown on the recorded plat, except that the limitation may be removed as to the front set-back line in reference to steps, eaves and open porches upon the written approval of the Improvement Board and except that the limitation may be removed as to the minimum side yard lines as to steps and eaves upon the written approval of the Improvement Board.

4. No building site shall be less than seventy-five (75) feet wide at the minimum building set-back line.

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

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any condition or activity be permitted which will endanger the health or disturb the quiet of any other residents or lot owners.

7. No structure of a temporary character, 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.

8. No advertising or signs of any kind shall be placed or suffered to remain upon the premises, except signs of not more than fifteen (15) square feet or of reasonable size, subject to the approval of the Improvement Board, used by a builder, architect, real estate broker or owner to advertise the property during the construction and sales period, and "for sale" or "for rent" signs.

9. No animals, livestock, poultry, fowl, or game of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

10. No lot 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 in the rear or out of sight from the street.

11. No machinery, appliance, or structure of any kind shall be permitted upon, maintained, or operated in or on the premises of any lot for the facilitation or carrying on of any trade, business, or manufacturing, including professional occupations. Nor will any smoke be permitted subject to public view, and if the occasion requires, a smoke prevention device adequate to remedy the situation shall be installed.

12. All construction must be diligently pursued to completion within a reasonable period. Garages must be attached to or connected with either the main structure of the dwelling house, breeze-way, or utility room, except upon written consent of the Improvement Board.

13. Nothing contained in this declaration shall be construed to prevent the erection or maintenance by the Declarant, or its duly authorized agents, of structures or signs for the conduct of its business in connection with said property.

14. There shall be an Improvement Board of three (3) individuals designated by the said trustees, Helen Runyan and Dorothea Sager. In the event of the death, resignation, unwillingness, or incapacity to act of any member or members of the Board, the remaining member or members shall have full authority to designate a successor or successors. In the event of the death or incapacity to act of all the members of the Board, a new Board may be appointed by the then acting trustees.

The rights and obligations of the Improvement Board hereby created may be delegated and transferred to a not-for-profit corporation whose members shall consist solely of the owners of the property in Fox Meadows Plat No. 2, Sangamon County, Illinois, at any time that the Improvement Board shall deem such action advisable. The rights and duties of the Improvement Board shall include, but not be limited to enforcement of the following:

(a) No building, fence, wall, pole or other structure or any additions or alterations thereto shall be erected, constructed, altered or maintained upon any portion of any building site, unless a complete set of plans, elevations, and specifications and grade elevations therefor, including the exterior color scheme together with a block plan indicating the exact location of the building site and a plan showing the location of the structure on the building site are submitted to and approved in writing by the Improvement Board and a copy of such plans as finally approved deposited for record with the Improvement Board. The approval of said plans and specifications may be withheld not only because of their noncompliance with any of the conditions, covenants, and restrictions contained in this declaration, but also by reason of the reasonable dissatisfaction of the Improvement Board with the proposed structure as being in harmonious or out of keeping with the general plan of improvement of said property or with structures erected on other building sites or such proposed or contemplated structures. The Board's

approval or disapproval as required in this covenant shall be in writing. No one shall build contrary to conditions and stipulations that may be outlined in the written approval. In the event the Board or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if a suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with. If a dispute arises between the lot owner and the Improvement Board, it shall be settled by one arbitrator agreed upon by the Board and the lot owner or by arbitration of three (3), one chosen by the lot owner, one by the Improvement Board and a third by the first two (2) selected. If the lot owner shall immediately agree to arbitration, no injunction shall be sought by the Improvement Board so long as no work commences.

(b) No landscaping, screen planting, or the removal of any beautifying trees or other shrubs or plantings shall be commenced without the approval of such plans by the Improvement Board. Each property owner shall maintain his lots free from weeds and other unsightly conditions at all times. If this is not complied with, the Board may alleviate the situation at the owner's expense. Each lot owner will after the completion of the dwelling, plant twelve (12) shrubs including at least six (6) evergreens and three (3) trees or flowering trees, including one tree of at least three (3) inches in diameter and will sod or seed front and back lawns as soon after construction is completed as the weather and season permits.

(c) In the event that enforcement of the restrictions in this additions shall involve litigation or arbitration, the owners of all of the lots in the addition may be assessed not to exceed \$20.00 in any one year for the cost of such litigation or arbitration.

NOW, THEREFORE, the said conditions and restrictions

APR 7 1955

are declared in effect, and these covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. 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. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Fox Meadows Plat No. 2 herein referred to is recorded in the office of Recorder of Deeds of Sangamon County, Illinois.

Robert Kump

Charles C. Lauer

Trustees for the Owners of Fox Meadows Plat No. 2, a subdivision of a part of the South one-half of the North one-half of the Southeast Quarter of Section Six (6) Township Fifteen (15) Range Five (5) West of the Third Principal Meridian, and situated in the County of Sangamon and State of Illinois.

Subscribed and sworn to before me at Springfield Illinois this 19th of January 1955



Ralph E. Wilcoxon
Notary Public

My Commission expires June 25 1955

006840

I hereby certify
that this instrument
was filed for record at
JAN 19 1955
of

Ronald J. Allen
RECORDER OF DEEDS

Northern Light
904 So. 2nd St.