

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
HARMONY COURT EAST SUBDIVISION
SPRINGFIELD, ILLINOIS**

This Declaration of Covenants and Restrictions (hereinafter sometimes referred to as "Declaration") is made and published this 31st day of December, 1992, by and between Harmony, Inc., having its principal place of business located in Taylorville, Illinois, (hereinafter referred to as "Developer") and any and all persons, firms or corporations hereafter acquiring any of the property legally described in Exhibit A attached hereto and recorded as Document No. 93002984 CAB#67B

AND desiring to insure the best use and most appropriate development and improvement of each lot on said property, to protect the owners of each lot 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 each lot, to secure and maintain proper set-backs from streets and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of the lots therein;

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 or lot thereof, and shall apply to and bind the undersigned, its successors and assigns, HEREBY DECLARES THAT THE PROPERTY DESCRIBED IN EXHIBIT A, ATTACHED HERETO, IS HELD AND SHALL BE TRANSFERRED, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS, RESERVATIONS AND CHARGES, to wit:

1. "Building site" as used in this instrument means a lot as shown on the plat to be recorded for such property, which shall be known as the Harmony Court East Subdivision, Springfield, Illinois. No more than one single-family residence shall be erected or constructed on any building site nor shall any building site be subdivided into smaller lots to avoid the intent of this paragraph, but portions of lots may be conveyed to adjoining lot owners as long as the portions to be conveyed are contiguous to the owned lot of the prospective owner.

2. No building site shall be used except for residential purposes. No building shall be erected, altered, placed or

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permitted to remain on any building site other than one detached single-family dwelling.

3. Residences shall contain, exclusive of basements, open porches and garages:

(a) a ground floor area of not less than 1500 square feet for a one story dwelling,

(b) a ground floor area of at least 1,200 square feet with a total of 1,600 square feet of livable floor area for a one and a half story dwelling,

(c) a total of at least 2,000 square feet of livable floor area with 1,000 square feet of ground floor area for a two story dwelling.

4. Each residence must have an attached garage which, at a minimum, must contain floor area of at least 400 square feet and provide space for at least two cars. The garage constructed on Lot 25, however, may be a detached garage, but it must contain the square footage and space as described above. The location of such detached garage on Lot 25 must be approved by the Architectural Control Committee.

5. Owner hereby creates an Architectural Control Committee, composed of Naila Asali, Ziad Asali and Larry Auby. In the event of the death or resignation of any member of said Committee, the remaining members shall appoint a member to fill the vacancy. The Architectural Control Committee shall have the right to prevent the clearing of a lot and subsequent excavation and grading prior to construction of the residence upon such lot according to the following:

Prior to the construction of the residence, a lot owner is required to seek approval of building plans, consisting of site and floor plans and exterior elevations, through the Architectural Control Committee. The Committee shall consider the quality of workmanship and materials, exterior design, location with respect to topography and finished grades, elevations and building lines, locations of driveways and walkways and the preservation of any existing landscape features, if any. The list of materials to be used in the construction, including type and colors of such materials, must be submitted along with such site and floor plans and exterior elevations. The lot owner agrees that he/she will not obtain a building permit until the Architectural Control Committee has approved the site and floor plans and exterior elevation drawings submitted to it. If no objections to the plans are raised by the Architectural Control Committee within seven days of the submission of said drawings to the

Committee, the plans shall be deemed to have been approved by said Architectural Control Committee.

6. All utilities, including telephone, electric and television cable other than for temporary service during construction, shall be located underground.

7. Each dwelling shall be connected to the public sanitary sewers.

8. During clearing and construction, until all exposed dirt from excavation has been removed from the lot or brought to an approved final grade surrounding the dwelling unit, and until the lot is permanently landscaped with vegetation or landscaping material, the lot owner shall take such steps as are necessary to prevent the erosion and washing of soil from the lot.

9. Soils, mud and landscape waste carried from a lot onto other properties and common areas such as easements, rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary at the expense of the lot owner.

10. No noxious or offensive trade or activity shall be conducted on said property or on any lot therein.

11. No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuildings shall be erected or placed on any lot at any time except during the construction period, without approval of the Architectural Control Committee. No derelict vehicle shall be kept or stored on any lot.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in said subdivision except dogs and cats and other common household pets, so long as they are not kept, bred or maintained for any commercial purposes.

13. All weeds shall be kept cut on sold vacant lots, and no such vacant lots shall be permitted to fall into an unsightly condition.

14. No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garage or other waste shall be kept in sanitary containers. Any vacant lot which falls into an unsightly condition may be mowed and cleaned up by the subdivider at the expense of the owner.

15. No lot owner or occupant shall permit any commercial vehicle, trailer, including without limitation, cargo trailer, camper boat trailers, house trailers, mobile homes or carry alls to be parked or stored on the lot, in the driveway, or in the street in front of or along side of the lot for more than 48 hours. This

shall not prevent the lot owner or the occupant from storing a commercial vehicle owned by such owner or occupant or used by him in his business in the garage of the premises.

16. Easements for installation and maintenance of utilities are reserved as shown on the plat recorded for said Harmony Court East Subdivision. Within these easements, no structure shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities and easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility by virtue of the plat of said subdivision has assumed that responsibility.

17. The topography and finished grade elevations of each lot and homesite must be consistent with the grade line and elevation of the other homesites in the subdivision. Final determination as to the first floor elevation shall be made by the Architectural Control Committee.

18. No residence constructed upon a building site shall encroach over the building set back lines shown on the plat of subdivision, and each residence shall be built in conformity with all yard requirements as set forth in the zoning ordinance of the City of Springfield.

19. Following the completion of the construction of a residence on a lot in the subdivision, the owner shall have the lot professionally landscaped. The front yard shall be sodded and two shade trees, at least one and one half inches (1-1/2") in diameter shall be planted on the lot.

20. Any fencing constructed on any lot on said property shall conform to the City of Springfield ordinances; however, no fencing shall be permitted in front yards except for decorative fencing. All fences must be erected at least six inches inside property or lot lines.

21. No sign of any kind shall be displayed to the public view on any building site except for 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 signs used by the builder to advertise the property during the construction and sales period. The Owner and Declarant hereunder shall specifically be exempt from this provision.

22. No satellite television antenna, satellite dish receiver or similar appliance shall be maintained except in that portion of the building site which lies to the rear of any residence constructed and is so situated as to be at least twenty-five feet (25') from the nearest lot lines.

23. Driveways shall be a minimum of eighteen feet (18') wide.
24. Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frames, etc., shall be stored out of sight when not in use.
25. Any mail box not attached to the main dwelling structure shall be of a type consistent with the character of Harmony Court East and shall be placed and maintained to complement the houses in the neighborhood.
26. Exposed above-ground tanks will not be permitted for the storage of fuel or water or any other substance.
27. No above ground swimming pools will be allowed on any lot in the subdivision. Any in-ground pool installed shall not be nearer than ten feet (10') to any lot line and must be located to the rear of the main dwelling.
28. No spirituous, vinous or malt liquors shall be sold or kept for sale on said property.
29. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
30. After the construction of the sidewalk in front of a lot and acceptance by the City Engineer or his representative, the lot owner shall be responsible for replacing at his own expense, any broken or cracked section of said sidewalk adjacent to his lot.
31. All construction of a dwelling must be diligently pursued to completion within a one year 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.
32. From time to time, upon approval of at least two-thirds (2/3) of the owners of lots or properties in Harmony Court East Subdivision, these rules may be amended or additional rules adopted, including but not limited to rules to regulate potential problems relating to the use of the properties and the well-being of the Owners and their guests. Such additional rules may only be adopted or amended following a hearing for which due notice has been provided to all owners of property in Harmony Court East Subdivision. All such additional rules and any subsequent amendments thereto shall be furnished in writing to all property owners in the subdivision prior to such rules effective dates, and shall be binding on all said owners, except where expressly provided otherwise in such rule.

33. The aforesaid covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by more than seventy-five percent (75%) of the then record owners of building sites delineated in the final plat for Harmony Court East Subdivision, (each building site having one vote), has been recorded in the office of the Recorder of Deeds of Sangamon County, Illinois, agreeing to change or rescind said covenants in whole or in part.

34. In the event of violation or breach of any of these covenants and restrictions by any person or entity subject to such covenants and restrictions, a person or entity enjoying the benefit of these restrictions shall have the right to proceed in a judicial action at law or in equity to compel compliance with the terms of these covenants and restrictions, or to prevent the breach or violation of them.

35. Invalidity of any one or more 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.

IN WITNESS WHEREOF, Harmony, Inc. has caused this instrument to be executed by its duly authorized officers, pursuant to authority of its board of directors this _____ day of December, 1992.

HARMONY, INC.

By: Nela Hill
Its President

STATE OF ILLINOIS)
COUNTY OF Christian) SS.

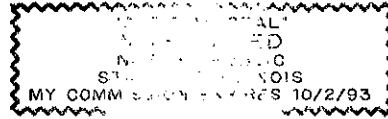
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Nela Hill, to me personally known to be the President of Harmony, Inc., and also known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the aforesaid instrument all as the free and voluntary act of said

corporation, for the uses and purposes therein set forth, being duly authorized thereunto.

7/17 IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of December, 1992.



Notary Public



RET!
Prepared by:
J. PATRICK JOYCE JR.
Registration No. 1372157
Brown, Hay & Stephens
P.O. Box 2459
Springfield, IL 62705
(217) 544-8491

EXHIBIT A

I, Lawrence C. Auby, Illinois Registered Land Surveyor No. 1641, do hereby certify that the plat attached hereto correctly represents a survey made by me of the subdivision to be known as HARMONY COURT EAST being part of the NE $\frac{1}{4}$, SE $\frac{1}{4}$ Section 27, T15N, R5W of the Third Principal Meridian described as follows:

Beginning at a found stone 1566.28 feet north and 66 feet west of the Southeast corner of the East Half of the Southeast Quarter of said Section 27; thence S 89° 17' 25" W, along the North line of the South 1566.28 feet of said East Half, SE $\frac{1}{4}$, measure 1229.39 feet to a point on the East line of North Cotton Hill Road; thence N 0° 16' 12" E, measure 348.05 feet; thence N 89° 17' 25" E, measure 1228.68 feet to a point 66 feet west of the East line of said Southeast Quarter; thence S 0° 09' 14" W, measure 348.04 feet to the Point of Beginning.

Containing 9.818 acres, more or less.

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SANGAMON COUNTY
ILLINOIS

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Mary Ann Linnell
RECORDER

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