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Mary Ann Sumner
RECORDER, SANGAMON CO., ILL.

DECLARATION OF RESTRICTIONS
CONCERNING KING'S POINT PLAT
NUMBER ONE SECOND ADDITION
AND KING'S POINT PLAT NUMBER
THREE.

Dated June 21, 1988

This declaration made this 21st day of June A.D. 1988 by K. J. Wright & Co., a Missouri Corporation licensed to do business in Illinois, owners of King's Point Plat No. 1, Second Addition, and King's Point Plat Number Three, a subdivision of Part of the East Half of the Northwest Quarter of Section Eight (8), Township Fourteen (14) North, Range Five (5) West, of the Third Principal Meridian in Sangamon County, Illinois.

WHEREAS, declarant desires 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. No building shall be erected, altered, placed or permitted to remain on Lots 15 through 29 and 68 through 70 other than one single family dwelling (not to exceed $2\frac{1}{2}$ stories in height) and a private garage for not to exceed three cars in size.

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

- (a) Fifteen Hundred (1500) square feet on the first floor, or
- (b) Fifteen Hundred (1500) square feet aggregate on two floors of a two story house, or
- (c) Fifteen Hundred (1500) square feet aggregate on two levels of a tri-level or hillside house, or
- (d) Fifteen Hundred (1500) square feet aggregate in a story and a half ($1\frac{1}{2}$ story) house.

The computation of square feet of floor space shall be based on the exterior measurements of the main structure and shall exclude porches, decks, 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. No building shall be located nearer than ten (10) feet to an interior building

002963

site line, thus having a minimum side yard of not less than ten (10) feet, except that on any building site less than Ninety-two feet at the building set-back line, and on the written approval of the Improvement Board the side yard may be reduced to eight (8) 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 ^{AND OPEN PORCHES} upon the written approval of the Improvement Board. No portion of any garage shall be nearer the street line which the front of the dwelling faces than the front line of the dwelling except a garage that opens to the rear or side of the lot and then only on the written approval of the Architectural Control & Improvement Board and shall not be more than 10 feet nearer the street. In any event NO three car garage shall open to the street or project in front of the building set-back line.

4. No building site shall have less than 10,000 square feet or less than seventy five (75) feet in width 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. 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 or paint or building equipment be exposed to public view after occupancy as a dwelling.
8. (a.) 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.
8. (b.) No lot owner or occupant shall permit any truck or commercial vehicle to be parked or stored on the lot, in the driveway or in the street in front of or alongside the lot. This shall not prevent the lot owner or occupants from storing a truck or commercial vehicle owned by such owner or occupant or used by him in his business,

in the garage on the premises so long as said vehicle is not exposed to public view.

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, and such shall not be kept on any building site prior to occupancy of a residence thereon.

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, sidewalks as required by the Village of Chatham shall be built by the Homeowner, immediately on completion of the dwelling.

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

14. Television dish, T.V. or short wave towers, boats, gazebos, pool or pool equipment, or any other equipment appertances or structures shall not be located in front of the building set-back line, or within the side yard.

15. If any covenant herein is in conflict with any municipal ordinance currently in effect, August 23, 1988, then in that event the Municipal Ordinance shall be controlling, however, in the event that the revision of any municipal ordinance should result in the reduction of a side yard on a corner lot where a lot has not been improved with a dwelling then reduction of the side yard requirement as shown on the Plat for King's Point Plat I second addition and Plat III shall be so reduced.

16. There shall be an Architectural Control and Improvement Board of three (3) individuals designated by K. J. Wright & Co. of whom one shall be Dorothea Sager. In the event of the death, resig-

nation, 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 Board of Directors of the said company.

The right and obligations of the Architectural Controll and 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 King's Point Plat I, Second Addition and King's Point Plat III, Sangamon County, Illinois, at any time that the Architectural Controll and 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 therefore, 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 Architectural Controll and Improvement Board and a copy of such plans as finally approved deposited for record with the Architectural Controll and 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 Architectural Controll and Improvement Board with the proposed structure as being inharmonious 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 ten (10) days after plans and specifications have been submitted to it, or in any event, if no 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 Architectural Controll and 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, or continues if already commenced.

(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 Archeotural Controll and 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 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 addition 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 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 covenants 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 provisions which shall remain in full force and effect.

King's Point Plat I, Second Addition and King's Point Plat III herein referred to is recorded in the office of Recorder of Deeds of Sangamon County, Illinois.

STATE OF ILLINOIS }
COUNTY OF SANGAMON } SS.

I, _____, Notary Public, in and for the County and State aforesaid do hereby certify that the K. J. Wright & Co. is the owner of King's Point Plat Number One Second Addition and King's Point Plat Number Three a subdivision of the Northwest Quarter of Section Eight (8) Township Fourteen (14) North, Range Five (5) West of the Third Principal Meridian in Sangamon County Illinois and that DOROTHEA A. SAGER, President, of said corporation appeared before me this day in person and acknowledged that she executed the foregoing plat restrictions as her free and voluntary act, waiving all rights under the Homestead and Exemption Laws of the State of Illinois



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