

DECLARATION OF BUILDING RESTRICTIONS
AND RESTRICTIVE COVENANTS FOR
KOKE MILL EAST PLANNED UNIT DEVELOPMENT, FIRST PLAT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, TOWN & COUNTRY BANK OF SPRINGFIELD, a banking corporation organized and existing under the laws of the State of Illinois, as Trustee under Trust No. TA-234, being the owner of all of the following described real estate:

Part of the Northeast Quarter of Section 1, Township 15 North, Range 6 West of the Third Principal Meridian, described as follows:

From a stone at the North Quarter corner of said Section 1, Easterly along the North line of said Northeast Quarter, measure 1171.09 feet to a point 2.61 feet South of the centerline of County Highway 24; thence from a line 2.61 feet South of said centerline, deflecting right 89 degrees 29 minutes 55 seconds, measure South 0 degrees 00 minutes East, 37.39 feet to a point on the South right-of-way line of County Highway 24, being the point of beginning; thence South 0 degrees 00 minutes East, measure 1732.32 feet; thence North 90 degrees 00 minutes East, measure 760.00 feet; thence North 0 degrees 00 minutes East, measure 425.00 feet; thence North 90 degrees 00 minutes West, measure 195.00 feet; thence South 0 degrees 00 minutes East, measure 5.00 feet; thence North 90 degrees 00 minutes West, measure 135.00 feet; thence North 0 degrees 00 minutes East, measure 166.26 feet; thence North 90 degrees 00 minutes East, measure 23.85 feet; thence North 0 degrees 15 minutes 48.8 seconds West, measure 62.50 feet; thence North 0 degrees 13 minutes 49.8 seconds West, measure 100.00 feet; thence North 0 degrees 20 minutes 52.8 seconds East, measure 100.00 feet; thence North 0 degrees 10 minutes 34 seconds East, measure 200.00 feet; thence North 0 degrees 20 minutes 52.8 seconds East, measure 100.00 feet; thence North 0 degrees 10 minutes 34 seconds East, measure 100.00 feet; thence North 0 degrees 16 minutes 36.3 seconds East, measure 84.10 feet; thence North 89 degrees 59 minutes 44.7 seconds West, measure 12.50 feet; thence North 0 degrees 21 minutes 52.5 seconds East, measure 15.90 feet; thence North 0 degrees 14 minutes 00.3 seconds East, measure 100.00 feet; thence North 0 degrees 10 minutes 34 seconds East, measure 100.00 feet; thence North 0 degrees 14 minutes 00.3 seconds East, measure 100.00 feet; thence North 0 degrees 04 minutes 34.7 seconds East, measure 69.64 feet to a point on the South right-of-way line of County Highway 24; thence North 89 degrees 29 minutes 55 seconds West, measure 199.56 feet; thence North 87 degrees 09 minutes 41 seconds West, measure 245.20 feet to the point of beginning; containing 20.754 acres, more or less;

Situated in 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

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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 property is held and shall be transferred, sold and conveyed subject to the following restrictions, covenants, reservations and charges, to-wit:

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.
2. 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 the Subdivision.
3. No residential dwelling, including attached porches, breezeways and garages, shall be located upon any building site which shall not comply with the following basic yard requirements:

Lots 1 through 29 inclusive

Setback: 20 feet

Minimum Lot Width: 80 feet

Maximum Height: 35 feet

Minimum Side Yard: 5 feet

Minimum Total Side Yards: 12 feet

Minimum Rear Yard: 20 feet

Lots 30 through 51 inclusive

Setback: 30 feet

Minimum Lot Width: 65 feet

Maximum Height: 35 feet

Minimum Side Yard: 5 feet

Minimum Total Side Yards: 15 feet

Minimum Rear Yard: 25 feet

However, garages or other permitted accessory buildings located 50 feet or more from the minimum building setback shall be permitted to locate within 3 feet of the interior building site line measured to the exterior foundation face of aforementioned garage or other permitted accessory building.

4. No building shall be erected, driveway constructed or swimming pool installed, placed or altered until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control 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. Said gradelines shall be in conformity with the adjacent building sites 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 building setback line unless similarly approved. The Architectural Control Committee is composed of J. Fred Adams, Charles W. Adams, Walter E. Hanson and M. G. Nelson, Jr. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall, within 30 days of such vacancy, designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval shall be in writing. In the event the members of said Committee or their representative or successors fail to approve or disapprove such design or location within 30 days after building plans, specifications and plot plan have been submitted to them, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required, and this covenant shall be deemed to be fully met. All submissions shall be sent to Charles W. Adams, 1712 South MacArthur Boulevard, Springfield, Illinois.

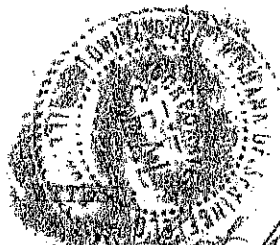
5. All utilities, including telephone, electric and television cables other than for temporary service during construction, shall be underground. Transformers and distribution pedestals for main lines and houseleaders shall be located only as approved by the Architectural Control Committee.
6. All compressors and cooling towers used in conjunction with central air conditioning, and all fuel tanks, including propane, oil or the like, 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.
7. 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, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence either temporarily or permanently.
8. No building site owner or occupant shall permit any truck, commercial vehicle, boat, or trailer, including without limitation, cargo trailer, campers, house trailers, mobile homes, or carryalls to be parked or stored on the building site, in the driveway, or in the street in front of or along side of the building site. This shall not prevent the building site owner or the occupant from storing a truck, commercial vehicle, boat, or trailer owned by such owner or occupant or used by him in his business in the garage on the premises.
9. 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.
10. An owner of any vacant building site shall cut the weeds and maintain the same in a clean, sanitary and proper condition.

11. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. No garbage, waste materials, leaves or combustibles shall be burned upon any building site, street, or common area.
13. No sign of any kind shall be displayed to the public view on any building site except one sign of not more than five square feet advertising the property for sale or rent by the property owner. The Architectural Control Committee shall approve any and all builder's and subdivider's signs.
14. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.
15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other domesticated household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes. No dogs shall be kept on any building site until such building site is improved with an inhabitable dwelling.
16. Each owner of a building site shall be liable for his proportionate share (based upon the percentage of the land area of the platted lots) for the proper maintenance of the common areas within the subdivision, which sum or sums, if not paid, shall constitute a lien upon the property.
17. 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 equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and appropriately screened.
18. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by sixty-five percent of the then owners of the building sites has been recorded, each building site having one vote, agreeing to change 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 violations or to recover damages.
20. Invalidation of any one 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.

"Building site" as used in this instrument means all or any part of any single tract of land on which is constructed, intended to be located or located only one single-family dwelling.

The undersigned, TOWN & COUNTRY BANK OF SPRINGFIELD, Trustee as aforesaid, hereby confirms the easements for installation and maintenance of utilities and drainage facilities as created and shown by the recorded plat of said Subdivision.

IN WITNESS WHEREOF, TOWN & COUNTRY BANK OF SPRINGFIELD, AS TRUSTEE UNDER TRUST NO. TA-234, has caused its seal to be affixed hereto and this instrument executed by its Trust Officer and Assistant Cashier this 23rd day of November, 1981.



TOWN & COUNTRY BANK OF SPRINGFIELD,
AS TRUSTEE OF TRUST NO. TA-234

By Henry Kirschner
Its Trust Officer

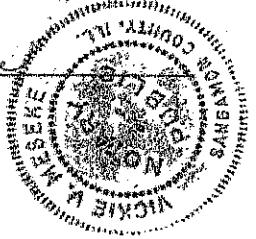
Robert W. Fulton
Its Assistant Cashier

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Vickie V. Meseke, a Notary Public in and for the County and State aforesaid, do hereby certify that Henry Kirschner and Robert W. Fulton to me personally known to be, respectively, a Trust Officer and an Assistant Cashier of the Town & Country Bank of Springfield, as Trustee of Trust No. TA-234, and also known to me 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 Robert W. Fulton as such Assistant Cashier affixed the corporate seal of the said Town & Country Bank of Springfield thereto, all as the free and voluntary act of the said Trustee, for the uses and purposes therein set forth, being duly authorized thereunder.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of November, 1981.

Vickie V. Meseke
Notary Public



My Commission Expires:
2/14/83

Prepared by:
Brown, Hay & Stephens
700 First National Bank Bldg.
Springfield, Illinois 62701

DOC R. 888994
RECORDED

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Mail to:
Charles W. Adams
1712 South MacArthur Boulevard
Springfield, Illinois 62704

Mary Ann Larson
RECORDER OF DEEDS
SANGAMON COUNTY, ILL.

