

**DECLARATION OF BUILDING RESTRICTIONS
AND RESTRICTIVE COVENANTS FOR
KOKE MILL EAST, PLANNED UNIT DEVELOPMENT, SECOND 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 (NE $\frac{1}{4}$) of Section One (1), Township 15 North, Range 6 West of the Third Principal Meridian, described as:

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° 29' 55", measure S 0° 00' E, 1769.71 feet along the West line of Koke Mill East, First Plat, to an iron pin at the Southwest corner of said First Plat; thence N 90° 00' E, 240.00 feet along the South line of said First Plat to a set iron pin marking the point of beginning; thence N 90° 00' E, 520.00 feet to the Southeast corner of said First Plat; thence N 00° 00' E, 425.00 feet to the Northeast corner of Lot 46 of said First Plat; thence N 90° 00' W, 195.00 feet to the North line of Earthwind Drive; thence S 00° 00' E, 5.00 feet to the Northeast corner of Lot 51 of said First Plat; thence N 90° 00' W, 135.00 feet to the Northwest corner of Lot 51 of said First Plat; thence N 00° 00' E, 166.26 feet to the Northeast corner of Lot 27 of said First Plat; thence N 90° 00' E, 23.85 feet to the Southeast corner of Lot 26 of said First Plat; thence N 40° 22' 35" E, 78.00 feet; thence S 44° 58' 53" E, 123.05 feet; thence along a curve to the right with a radius of 90.00 feet whose long chord bears N 67° 30' 04" E, 68.88 feet; thence N 90° 00' E, 58.24 feet; thence along a curve to the right with a radius of 316.48 feet whose long chord bears S 75° 00' E, 163.82 feet; thence S 60° 00' E, 50.26 feet; thence along a curve to the right with a radius of 90.00 feet whose long chord bears S 30° 00' E, 90.00 feet; thence N 90° 00' E, 197.38 feet to the Westerly right-of-way of FA Rt 662; thence along a curve to the left with a radius of 17,298.75 feet whose long chord bears S 0° 32' 48" W, 779.51 feet; thence N 90° 00' W, 909.94 feet; thence N 00° 00' E, 340.00 feet to the point of beginning, Containing 12.808 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 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:

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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 52 through 74 inclusive

Minimum Side Yard: 5 feet
Minimum Total Side Yards: 15 feet
Minimum Rear Yard: 25 feet

Lots 75 through 83 inclusive

Minimum Side Yard: 5 feet
Minimum Total Side Yards: 12 feet
Minimum Rear Yard: 30 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, 1750-D Wabash Avenue, 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. Invalidity 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 8TH day of FEBRUARY, 1984.

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

By [Signature]
Its Trust Officer



[Signature]
Its Assistant Cashier

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Lore Kay Gerding, a Notary Public in and for the County and State aforesaid, do hereby certify that R. A. Cross 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. Fulron 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 hereunder.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of February, 1984.

Lori Kay Herding
Notary Public



My Commission Expires:

12/86

Prepared by:

Brown, Hay & Stephens
700 First National Bank Building
Springfield, Illinois 62701

Mail to:
Charles W. Adams
1750-D Wabash Avenue
Springfield, Illinois 62704

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RECORDED

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Raymond J. ...
... SANGAMON CO., IL



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