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SANGAMON COUNTY  
ILLINOIS

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*Mary Ann Sammel*  
RECORDER

OWNER'S DECLARATION OF RESTRICTIVE  
COVENANTS IN LANDGREBE ACRES MINOR  
SUBDIVISION

WHEREAS, Charles J. Landgrebe and Lori P. Landgrebe, husband and wife, hereinafter referred to as "Declarant", as owner of the premises described below and shown in the Plat recorded \_\_\_\_\_ with the Sangamon County Recorder as Document No. \_\_\_\_\_, does hereby subdivide said tract of land and does designate such subdivision LANDGREBE ACRES, being an addition to the City of Springfield, Illinois, part of Lot 1 and Lot 2 of Plat of lands of Phillip Ridgeway Estate in Northwest Quarter of Section 21, Township 16 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, for the purpose of the sale of lots therein by description and number appearing and designated on said plat. Driveway easement is to serve as access to and from all lots, water mains and all other public utility purposes; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and lien, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, Declarant has incorporated under the laws of the State of Illinois, as a not-for-profit corporation, the Landgrebe Acres Homeowners Association, Inc., for the purpose of exercising the function aforesaid;

RtW. Charles Landgrebe  
5080 Camp Butler Rd  
Spfld. IL 62707

NOW, THEREFORE, Declarant hereby declares that the real property, described in Article II of this Declaration is and shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

(a) "Association" shall mean and refer to Landgrebe Acres Homeowner Association, Inc., and Illinois not-for-profit corporation, its successors and/or assigns.

(b) "Properties" shall mean and refer to the real property described in Article II.

(c) "Common Areas" shall mean and refer to all real and personal property, facilities and improvements now or herein after owned by the Association for the common use and enjoyment of the owners, including an easement for ingress and egress between Lots 1, 2, and 3 for access to Landgrebe Acres, as shown on the Final Plat of Landgrebe Acres.

(d) "Lot" shall mean and refer to a portion of the property intended for independent ownership and use as may be set out in this declaration and as shall be shown on the Plat of subdivision recorded as Document Number \_\_\_\_\_.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless and until such person acquired title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

(f) "Member" shall mean and refer to every owner who therefore is a member of the Association.

COVENANTS

(g) "Developer" shall mean and refer to the Declarant and its assigns if such assigns should acquire a portion of their land described in Article II from the Declarant for the purpose of resale to an Owner off for the purpose of constructing improvements thereon for resale to an Owner.

(h) "Area of Common Responsibility" shall mean and refer to the Driveway Easement together with those areas, if any, upon a Lot of maintenance, repair or replacement of which is made the responsibility of the Association by this Declaration.

(i) "Board" shall mean and refer to the Board of Directors of the Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITION THERETO

Section 1. Property subject to Declaration. The real property which is, and shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Springfield, Illinois, and is more particularly described in the Plat of Survey of Landgrebe Acres recorded on \_\_\_\_\_ as Document Number \_\_\_\_\_ of Sangamon County, Illinois records, and incorporated herein by reference, along with any additional Lot subsequently made subject to these Restrictive Covenants.

Section 2. Driveway Easement. The driveway easement to be owned by the Association at the time of conveyance of the first Lot are as shown on the Plat as Document Number \_\_\_\_\_ in the Sangamon County, Illinois records.

ARTICLE III

ADMINISTRATION AND OPERATIONS OF THE ASSOCIATION

Section 1. Board of Directors. The Directors named in the Association's Articles of Incorporation constitute and Association's first Board which shall hold and exercise all of the rights, duties, powers and functions of the Board set forth

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in this Declaration, and By-Laws, until the first election of Directors by the Members of the Association at the First annual membership meeting.

The Board shall have all powers for the conduct of the affairs of the Association which are enabled by law or the Founding Documents which are not specifically reserved to Members of the Developer by said Documents. The Board shall exercise its powers in accordance with the Governing Documents. Without limiting the generality thereof; the Board shall have the power and obligation to perform the following duties:

1. Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, insure, pledge, convey, transfer or dedicate real personal property for the benefit of the Members in connection with the affairs of the Association except that acquisition, mortgaging or disposal of Common Area and/or improvements shall be subject to the provisions of Article II and Article IV, respectively.
2. Rule Making. To establish, modify enforce rules and regulations for the use of the properties as provided herein, and to review, modify and approve architectural standards as recommended by the Architectural standards as recommended by the Architectural Standards Committee; and
3. Assessments. To fix, levy, and collect assessments as provided in Article V; and
4. Driveway Easements. To grant and convey access to Driveway easement as may become necessary as provided in Article VII; and
5. Employment of Agents. To employ, enter into contract with, delegate authority to and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association; and
6. Enforcement of Governing Document. To perform acts as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights and to enforce or effectuate any of the provisions of the Governing Documents.

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7. Membership Meeting. To call the first annual meeting of Member of the Association, within 180 days after the first Lot has been transferred from Declarant to Class "A" Members, at least 10 days in advance. Notwithstanding anything to the contrary in this membership meeting, no Class A Member shall any voting rights and the right of each such Class A member to vote on any matter is hereby denied until such meeting. Each annual meeting of the Members of the Association following such initial annual membership meeting shall be held at the time and place specific in the By-Laws of the Associations.

ARTICLE IV

PROPERTY RIGHTS

(a) The right of the Association by a majority vote of all of the members of the Board to borrow money for the purpose of improving the Common Area (driveway easement), or improving any facilities located or to be located therein and to give as security for the payment of any such loan a mortgage covering all or any portion of the Common Area.

(b) The right of the Association to dedicate or transfer all or any portion of the driveway easement to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer has been approved (i) by at least 66 2/3 percent of the votes which the Class A members present or represent by proxy are entitled to cast a meeting duly called for such purpose, and (ii) by the Class B membership of the Association, so long as such membership shall exist, and (iii) be approved by a Resolution of the City Council of the City of Springfield, Illinois, and be recorded in order to become effective.

(c) The right of the Association with regard to the Properties which it may own to grant easements to Declarant, any public agency Authority or utility for such purposes as benefit the properties or portions thereof and Owners of Lots contained therein.

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ARTICLE V

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is the record owner of a fee or undivided fee interest in any Lot that is subject to the Declaration shall be deemed to have a membership in the Association. The Foregoing is not intended to include persons who hold any interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No owner, whether one or more persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be provided herein. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. The rights and privileges of membership including the right to vote and to hold office may be exercised by a member or member's spouse, but in no event shall more than one vote be cast nor office held for each lot.

ARTICLE VI

MAINTENANCE BY, AND SERVICE OF THE ASSOCIATION

Section 1. Maintenance, repairs, and Services by the Association. The Association, subject to the provisions of this declaration and the By-Laws of the Association, shall maintain and keep in good repair the area of common responsibility, which responsibility shall be deemed to include, by example and not by limitation; Maintenance and repair of all driveway easements including landscaping, utility lines, pipes, wires and conduits, not dedicated to any public authority, if any.

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ARTICLE VII

EASEMENTS

Section 1. Utility Easements. There is hereby created an easement upon, across, over, through and under the provisions for ingress, egress, installation, replacement, repair and maintenance of all utility service lines, and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on the property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the land providing such company restores disturbed areas to the condition in which they were found.

Section 2. Construction Easements and Rights. Notwithstanding any provision of this Declaration, so long as the Developer or Participating Builders are engaged in developing or improving any portion of the properties, such persons shall have an easement of ingress, egress, and use over the lands not occupied by an Owner for (1) movement and storage of building materials and equipment (2) erection and maintenance of directional and promotional signs, and (3) conduct of sales activities. Such easement shall be subject to such rules may be established by the Developer to maintain reasonable standards of safety cleanliness and general appearance of the properties.

Section 3. Easement to Inspect. There is hereby created an easement in favor of the Association for ingress and egress on any Lot to inspect such property for alleged violations of Governing Documents, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements.

Section 4. Easement for Landscaping and Related Purposes. There shall be and is hereby reserved to the Developer for so long as it retains its right as Developer, a non-exclusive easement over all Lots and Common Areas for the purpose of

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erecting and maintaining driveway, temporary promotional signs, plantings, street lights, entrance feature and/or "theme area", lighting, stone, wood or masonry wall features and/or related landscaping.

ARTICLE VIII

RESTRICTIVE COVENANTS

Section 1. Land Use. The properties committed to this Declaration as described in Article II shall be used for residential purposes only, and no trade or business of any kind may be cared on therein.

Section 2. Nuisances. No nuisance or offensive activity shall be permitted upon the properties so as to jeopardize property values or be detrimental to the enjoyment, comfort and well being of the members. Each owner shall refrain and prohibit any act or use of a Lot which could reasonably cause embarrassment or annoyance to other Owners or occupants, and the Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provisions.

Section 3. Architectural Standard. No construction or erection of any nature whatsoever shall be commenced or maintained upon any part of the properties except as is installed or approved by the Declarant in connection with the initial construction of buildings on the properties, unless and until the plans and specifications showing the nature, kind, shape, heights, materials and locations of the same shall have been submitted to an approved as to harmony of external design and location in relation to surrounding structures and topography, in writing by the Board.

1. Only one detached single family dwelling and private garage appertaining thereto shall be erected on each Lot. No use shall be made of each Lot except such as is incidental to the occupation thereof for residential purpose by one private family residing in a detached, single family dwelling. No building shall be erected, altered, placed or permitted to remain on any lot or lots, or part of parts thereof, exceeding two stories in height.



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2. The minimum floor area of each dwelling constructed in such subdivision, exclusive of basement, open porches and garages, shall be as follows:

- (a) One story dwelling at least 1500 square feet total;
- (b) One story and a half dwelling at least 1,200 square feet on the ground level;
- (c) Two story dwelling, at least 1,800 square feet total, with at least 1,000 square feet on ground level.
- (d) Other types of swelling may be constructed in such subdivision only with the written consent of the Board. All computations of floor areas shall be attached to the dwelling. It must be architecturally related to the dwelling and no garage shall provide space for less the two automobiles. No carport may be erected and maintained on any Lot in the subdivision, unless it is approved in writing by the Board prior to construction.

3. All construction must be diligently pursued to completion within a reasonable period of time. No building shall be occupied for living purposes which is not functionally 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 Lot at any time as residence either temporarily or permanently.

4. All electric, telephone and cable television service lines and wires in Landgrebe Acres Subdivision and to any building site therein shall be installed underground, except that above ground electric service shall be permitted temporarily during and incident to construction on a building site.

5. No permanent fence shall be constructed that extends beyond the front line of the residence on said Lots. With the exception of fencing located along the backlot lines, all fencing must be of batton or wrought iron construction. Fences may not be constructed in such a manner as to interfere or impede with the drainage constructed in the subdivision and located within easements areas of the individual lots.

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Section 4. Antennas. No outside television or radial aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained on the exterior of any Lot, or living unit without prior written consent of the Board.

Section 5. Pets. No member or resident shall keep or maintain upon a Lot, within a living unit any animals, birds, or pets except for generally recognized domestic household pets, provided, however, that such pets, shall not be bred, kept or maintained for commercial purposes. Any such domestic pet shall not be permitted to cause or create a nuisance, disturbance, or unreasonable amount of noise which may affect any member or other person on the properties. Any such pet must be kept within the confines of the Owner's Lot. Notwithstanding any other provision to the contrary, the Board shall have the absolute power to adopt rules and regulations from time to time pertaining to the keeping of any and all pets upon the properties (including the inside of a Living Unit) any such pet or pets when the Board determines such actions to be in the best interest, well being and enjoyment of any or all of the members and/or residents of Landgrebe Acres Subdivision.

Section 6. Signs. No sign or signs of any kind shall be erected, posted or displayed to the view upon any Lot, living unit or any other portion of the properties, without the prior written consent of the Board, except street signs, and other identifications sign authorized or installed by the Declarant.

Section 7. Parking and Storage of Vehicles. No owner, tenant, guest or other person shall park, store or keep upon the Lot a commercial vehicle, board, or other watercraft, motor home, trailer, camper, or other transportation devices of any kind; provided, however that an Owner of tenants may park his or her privately owned automobile in such owner or tenant's garage. No Owner, tenant or other personal shall repair or restor any vehicle of any kind upon Lot except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. Notwithstanding any provision heretofore stated in this section, the Board shall have the power and authority from time to time to adopt additional rules regarding the parking and storage of vehicles.

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Section 8. Garbage and Refuse Disposal. No Owner, occupant or tenant of any Lot or living unit shall store, keep, deposit, or leave any garbage or rubbish, or any junk or waste material on any Lot or on any other part of the properties, except such garbage and rubbish which shall necessarily accumulate from the last garbage rubbish collection, provided any such garbage shall be kept in sanitary containers which shall be of the type and size designated by the Board, and provided further that such containers and rubbish shall not be permitted to remain in public view except on days of collection.

Section 9. Additional Rules. From time to time the Board shall adopt additional rules and amend existing rules, including but not limited to rules to regulate potential problems relating to the use of the properties and well being of the Members, tenants, guests and invitees. Such additional rules may only be adopted or amended by a two thirds vote of the Board, following a hearing for which due notice has been provided to all Members. All such additional rules and any subsequent amendment thereto shall be placed in the Book of Resolutions and furnished in writing to all Members, except where expressly provided otherwise in such rule.

IN WITNESS WHEREOF, The Owner/Declarant has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Charles J. Landgrebe  
CHARLES J. LANDGREBE

Lori P. Landgrebe  
LORI P. LANDGREBE

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Over

SANGAMON COUNTY  
ILLINOIS

98-07464

98 FEB 19 AM 8:47

*Mary Ann Samuel*  
RECORDER

These owners covenants are to be the revision of  
Covenants Recorded 3-17-97 Doc. Date 3-17-97  
Recording #97-09309

Return to: Charles J. LANDGREBE  
5080 CAMP Butler Rd.  
SPFLD., ILL. 62707

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OWNER'S CONVENANTS IN LANDGREBE  
ACRES MINOR SUBDIVISION

Charles J. Landgrebe and Lori P. Landgrebe, husband and wife owner of premises described below and show in the Plat being an addition to the City of Springfield, Illinois, part of Lot 1 and Lot 2 of Plat of lands of Phillip Ridgeway Estate in Northwest Quarter of Section 21, Township 16 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois. Driveway easement is to serve as access to and from all lots, water mains and all other public utility purposes.

COMMON AREAS as shown on the Final Plat of Landgrebe Acres.

Driveway easement together with those areas, if any, upon a Lot of maintenance, repair or replacement of which is made the responsibility of all Lot Owners in shares equal to driveway use.

Driveway Easement. The driveway easement to be owned by the Owners of the Lots.

Grant easements to any public agency Authority or utility for such purposes as benefit the properties or portions thereof and Owners of Lots contained therein.

Utility Easements. There is hereby created an easement upon, across, over, through and under the provisions for ingres, egress, installation, replacement, repair and maintenance of all utility service lines, and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for providing utility or service company to install and maintain facilities and equipment on the property, to

excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the land providing such company restores disturbed areas to the condition in which they were found.

**Land Use.** The properties committed to this Declaration shall be used for residential purposes only and no trade or business of any kind may be cared on therein.

**Nuisances.** No nuisance or offensive activity shall be permitted upon the properties so as to jeopardize property values or be detrimental to the enjoyment, comfort and well being of the Land Owners. Each owner shall refrain and prohibit any act or use of a Lot which could reasonably cause embarrassment or annoyance to other Owners or occupants.

No use shall be made of each Lot except such as is incidental to the occupation thereof for residential purpose by one private family residing in a detached, single family dwelling. No building shall be erected, altered, placed or permitted to remain on any lot or lots, or part of parts thereof, exceeding two stories in height.

All construction must be diligently pursued to completion within a reasonable period of time. No building shall be occupied for living purposes which is not functionally 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 Lot at any time as residence either temporarily or permanently.

**Pets.** No resident shall keep or maintain upon a Lot, within a living unit any animals, birds, or

pets except for generally recognized domestic household pets, provided, however, that such pets, shall not be bred, kept or maintained for commercial purposes. Any such domestic pet shall not be permitted to cause or create a nuisance, disturbance, or unreasonable amount of noise which may affect any person on the properties.

Garbage and Refuse Disposal. No Owner, occupant, or tenant of any Lot or living unit shall store, keep, deposit, or leave any garbage or rubbish, or any junk or waste material on any Lot or on any other part of the properties, except such garbage and rubbish which shall necessarily accumulate from the last garbage rubbish collection, provided any such garbage shall be kept in sanitary containers and provided further that such containers and rubbish shall not be permitted to remain in public view except on days of collection.

Parking and Storage of Vehicles. No owner, tenant, guest or other person shall park, store or keep upon the Lot a commercial vehicle (semi) or mobile home, however that an Owner of tenants may park his or her owned automobile in such owner or tenant's garage. No Owner, tenant or other personal shall repair or restore any vehicle of any kind upon Lot except for emergency Repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Charles J. Landgrebe  
CHARLES J. LANDGREBE

Lori P. Landgrebe  
LORI P. LANDGREBE

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