

DECLARATION OF BUILDING
AND USE RESTRICTIONS ON
BIRCH GROVE SECOND ADDITION

KNOW ALL MEN BY THESE PRESENTS that we, JASPER THOMPSON GUZZARDO and JOSEPHINE T. GUZZARDO, husband and wife, and MICHAEL J. GUZZARDO and SALLY ANN GUZZARDO, husband and wife, being the owners of all of the real estate contained in Birch Grove Second Addition, as platted by the plat recorded in the Recorder's Office of Sangamon County, Illinois, in Book 18 of Plats at page 78, in consideration of the purchase or other acquisition of any lot or lots in said Birch Grove Second Addition, and as an inducement thereto, do hereby jointly and severally, for ourselves, our heirs, executors, administrators and assigns, covenant and agree with each and every purchaser or grantee of any lot or lots in said Birch Grove Second Addition that the following restrictions as to building and use shall be covenants running with the land in said Birch Grove Second Addition:

1. No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain upon any lot other than one detached single family dwelling of not more than two stories with one private garage for not more than two cars.

2. No lot shall be re-subdivided into any other building lot or lots.

3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted and 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. No fence or wall shall be erected,

building set-back line unless similarly approved. The exterior of the front wall of any such building shall consist partially of brick or other masonry. Except in the case of a room air conditioner, any portion of an air conditioning system installed in any such building which must be located outside of such building shall be placed behind such building and as near the center of the rear wall of such building as possible.

4. The ground floor area of the main structure exclusive of one-story, open porches and garages, shall be no less than 1,100 sq. ft. for a one-story dwelling, nor less than 830 sq. ft. for a dwelling of more than one story on any of the lots numbered 1 through 16 inclusive, and the ground floor area of the main structure exclusive of one-story, open porches and garages, shall not be less than 1,000 sq. ft. for a one-story dwelling, nor less than 720 sq. ft. for a dwelling of more than one story on any of the lots numbered 17 through 24 inclusive.

5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines of 30 feet shown upon the recorded plat. No building shall have a total width, including attached garage or carport, greater than eighty per cent of the lot width at the building set-back line. No building shall be located nearer than 5 feet to an interior lot line, except that a detached garage which must be located not less than 40 feet from the minimum set-back line, may be located not nearer than $1\frac{1}{2}$ feet from a side line of an interior lot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this provision shall not be construed to permit any portion of a building on any lot to encroach upon another lot.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

If any drain tile in said Addition is disturbed or broken, the person so disturbing or breaking such drain tile shall repair and replace the same so that the flow through such drain tile is the same as before it was disturbed or broken.

7. No noxious or offensive activities 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.

8. 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 a residence either temporarily or permanently.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.

10. 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 upon any lot.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that one dog, cat or other household pet may be kept, provided that it shall not be kept, bred or maintained for any commercial purpose thereon.

12. 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.

13. No spirituous, vinous or malt liquors shall be sold or kept for sale on any lot.

14. The Architectural Control Committee is comprised of Jasper Thompson Guzzardo, Josephine T. Guzzardo and Michael J. Guzzardo. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to 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. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of the powers and duties.

15. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 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 will not be required and the related covenants shall be deemed to have been fully complied with.

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. 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 violation or to recover damages.

18. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, A.D. 1963.

Jasper Thompson Guzzardo (SEAL)

Josephine T. Guzzardo (SEAL)

Michael J. Guzzardo (SEAL)

Sally Ann Guzzardo (SEAL)

STATE OF ILLINOIS }
COUNTY OF SANGAMON } SS.

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that JASPER THOMPSON GUZZARDO and JOSEPHINE T. GUZZARDO, husband and wife, and MICHAEL J. GUZZARDO and SALLY ANN GUZZARDO, husband and wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and sealed said instrument as their free and voluntary act for the use and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, A.D. 1963.

Notary Public