

RESTRICTIVE COVENANTS

WHEREAS, W. D. Crawford and Mary Crawford, his wife, and Leonard W. Sapp and Lola Lovene Sapp, his wife, own all of the lots in Buckingham Place, Second Addition, a subdivision situated in the Village of Chatham, County of Sangamon, State of Illinois, and

WHEREAS, it is desirable to secure the best use and improvement of the lots therein, and to protect the owner of such lots against such use of other lots therein as would depreciate the value of such property, and to prevent the erection of poorly designed or constructed buildings, and to make the best use of and preserve the natural beauty of said property and to locate the buildings thereon with regard to topographic features, and generally to provide for a quality type of development of said subdivision; and

WHEREAS, to secure such objectives said owners desire to subject the lots in said subdivision to such restrictions and covenants as will secure a proper development of said subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the aforesaid owners of said property hereby declare that all lots in said Buckingham Place shall be sold, transferred and conveyed subject to the following covenants and restrictions:

1. No liquor may be sold on any of said premises, nor may the premises be used for automotive services or repairs or open storage of mechanical or automotive equipment of a commercial nature.

2. No building, outbuilding or other structure shall be erected, placed or altered on any lot until the construction plans 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. The Architectural Control Committee is composed of Leonard W. Sapp, W. D. Crawford and Charles H. Northrup. A majority of the Committee may designate a representative of the Committee 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, and if they fail to do so, a majority of the record owners of the property in the Subdivision may appoint such 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 that the members of the Committee or their successors fail to approve or disapprove such design or location within thirty (30) days after building plans, specifications and plot plans 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 will be deemed to be fully met.

3. No residence shall be constructed on a lot or part of a lot having less than sixty (60) feet frontage at the setback line, which portion of a lot is sometimes referred to as a "Tract" in these covenants.

4. The foundation of the living area of dwellings, exclusive of garages and porches, shall have a minimum of 864 square feet of area. The minimum frontage of houses parallel to a street shall be 48 feet, which may include an attached garage, carport or breezeway.

5. In no event shall any building be located closer than thirty-five (35) feet to the front lot line or nearer than five (5) feet to an interior lot line, except that no dwelling shall be erected closer than ten (10) feet to any adjacent dwelling, except that the location of buildings on corner lots shall be approved by the Committee. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a 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. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. In addition to the easements shown on the plat of said subdivision, an easement is hereby reserved and granted to telephone and electric companies wherever necessary for telephone and electric lines to extend from poles located on the utility easement or on the public highway across any property in the subdivision to serve improvements on other properties in the subdivision.

7. All persons owning lots in said subdivision shall discharge sanitary sewage into the public sewage system serving such subdivision, and shall comply with all Rules and Regulations of said sewage system, including, but not limited to, the provision thereof which creates a lien on the property for failure to pay monies owed to the utility company operating said system, notice of the creation of which lien is hereby given to the public as a matter of record.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected or placed on any lot at any time, either temporarily or permanently.

9. No noxious or offensive activities shall be carried on in said subdivision, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood.

10. No house shall be occupied as a residence until the exterior thereof has been completed.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in said subdivision except dogs and cats, which may be kept only for pets.

12. All weeds shall be kept cut on sold vacant lots and no such vacant lot shall be permitted to fall into an unsightly condition. No lot 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 incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. All construction shall be diligently pursued to completion within a reasonable time.

13. No fence shall be constructed that extends beyond the front line of the residence on said Tract.

14. All driveway culverts must be of a minimum of 12 inches in diameter, with concrete abutments approved by the aforesaid Committee.

15. The aforesaid covenants shall run with the land and shall bind all persons and those claiming under them for twenty-five (25) years from the date of record of these covenants after which time said covenants shall be automatically extended for successive ten (10) year periods unless an instrument in writing executed by the record owner's of a majority of lots in the subdivision, shall have been recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois, agreeing to change or rescind said covenant in whole or in part.

16. 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.

17. Invalidation of any one or part of these covenants by judgment or other order shall not in any manner affect any of the other covenants, which shall remain in full force and effect.

18. There shall be installed on each Tract one outside gas light, of such style and in such location as shall be first approved by the Architectural Control Committee.

19. In the event that any owner of property in this subdivision shall resort to litigation to enforce any of these covenants, the owners of all other lots or tracts in the subdivision may be assessed a pro rata share of the cost thereof, including attorney fees, but in no case to exceed \$10.00 per lot in any one case.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 14th day of May, 1964.

W. D. Crawford (SEAL) Leonard W. Sapp (SEAL)
Mary Crawford (SEAL) Lola Lovene Sapp (SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, Henry M. Miller, a Notary Public in and for the county and state aforesaid, do hereby certify that W. D. Crawford and Mary Crawford, his wife, and Leonard W. Sapp and Lola Lovene Sapp, his wife, 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 and deed for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of May, 1964.

Henry M. Miller
Notary Public

452745

State of Illinois, I hereby certify
Sangamon County that this instrument
was filed for record at 11:20 A.M.
and recorded in 1964
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Henry M. Miller
RECORDED