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SANGAMON COUNTY
ILLINOIS

98-45567

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Mary Ann Sumner
RECORDER

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR WILDWOOD ESTATES SUBDIVISION

WHEREAS the undersigned, DONALD HASHMAN, HENRIETTA HASHMAN, GWEN MILLER, MARK MILLER, MARY SNOW, DAVID SNOW, JANICE LOGAN and LARRY LOGAN, are the owners of the property described in Exhibit "A" attached hereto, said property being subject to platting under the laws of the State of Illinois as Lots 1 through 20 in Wildwood Estates Subdivision, Sangamon County, Illinois; and

WHEREAS the property described in Exhibit "A" is subject to a prior recorded set of Covenants and Agreements Running with the Land, recorded September 7, 1971 as Document No. 518902 in Book 1104 of Mortgages, page 556, et seq., in the office of Recorder of Deeds, Sangamon County, Illinois, which property is described in Exhibit "B" attached hereto; and

WHEREAS, in reference to paragraph 17 of the Covenants and Agreements Running with the Land referred to herein, the undersigned represent more than 65% of the now owners of the building sites subject to said Covenants and Agreements Running with the Land; and

WHEREAS more than twenty-five years has elapsed since the original recording of said Covenants and Agreements Running with the Land;

NOW, THEREFORE, the undersigned, DONALD HASHMAN, HENRIETTA HASHMAN, GWEN MILLER, MARK MILLER, MARY SNOW, DAVID SNOW, JANICE LOGAN and LARRY LOGAN, pursuant to the provisions of paragraph 17 of the aforementioned Covenants and Agreements Running with the Land, do hereby amend said Covenant and Agreements Running with the Land as follows:

1. Paragraph 1 of the Covenants and Agreements is hereby amended to read as follows:

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No building site shall be used except for single family residential purposes, and no duplex or multi-family dwelling structure shall be allowed upon any building site. Garages for not more than three cars may be attached to said single family dwellings, and attached or unattached accessory buildings for storage, including storage of boats and motor homes, are permitted but the size, type and structure of said building must be compatible with the single family residence and must be approved by the Architectural Control Committee and be in compliance with the Zoning Ordinance of the Village of Chatham. No building site shall have an area of less than 23,000 square feet.

2. The Architectural Control Committee is composed of Donald Hashman, Henrietta Hashman and Gwen Miller. Submissions to the Architectural Control Committee shall be made in care of Henrietta Hashman at 9609 Dusk Drive, Chatham, Illinois 62629, or such other place as the Architectural Control Committee shall so designate. (Amends paragraph 5)

3. Paragraph 13 of the Covenants and Agreements is amended as follows:

No sign of any kind shall be displayed to public view on any building site except a "For Sale" sign not to exceed three feet by three feet. This provision shall, nevertheless, not apply to any sign advertising the initial sale of lots by the undersigned developers in Wildwood Estates Subdivision.

4. Paragraph 15 of the Covenants and Agreements is hereby amended to add the following:

The owner of any dog, cat or other pet shall be responsible for alleviating any nuisance caused by said dog, cat or other pet including unreasonable barking, whining, digging, trespassing or other similar activities and shall at all times keep any pet of said owner from causing a nuisance to neighboring persons or property.

5. Paragraph 17 of the Covenants and Agreements is hereby repealed with respect to the property described in Exhibit "A" attached hereto only, and properties previously conveyed pursuant to the Covenants and Agreements shall remain subject to them until such time, if any, when the owners of said properties shall agree to terminate or modify them under paragraph 17 of said Covenants and Agreements.

6. All owners of a building site in Lots 1 through 20 of Wildwood Estates Subdivision as described in Exhibit "A" shall be members of the Wildwood Estates Homeowner's Association by virtue of said ownership. Each building site

shall have one vote. The sole purposes and duties of the Homeowner's Association are to do the following:

A. To provide for maintenance of the existing grades and contours of all drainage easements located within the subdivision including but not limited to the drainage easements between Lots 7 and 8, Lots 10 and 11, Lots 12 and 13, Lots 16 and 17, and Lots 17 and 18.

B. To provide for the maintenance, seeding, mowing and care for the drainage easements referred to above in the previous subparagraph.

C. To provide for the maintenance and care of any drainage facilities, easements, subdivision fences, berms, landscaping, entrance signs and improvements, public areas and other appurtenances located upon the property described in Exhibit "A" which are not owned by the owner of any individual building site.

D. The Homeowner's Association shall be responsible for maintenance, if any, and the payment of all costs for electricity with respect to street lights constructed and operated within the subdivision until such time as such obligation is taken over by the Village of Chatham upon annexation.

E. The owner of any lot or building site subject to the maintenance requirements and provisions of this paragraph shall provide access to the Homeowner's Association or other appropriate entity to carry out the maintenance, seeding, mowing and care required by this paragraph.

7. The Homeowner's Association shall have the right to assess the owner of each individual building site for the building site's pro-rata share of the cost of the maintenance duties set forth in the preceding paragraph. Each building site shall have one vote with respect to the assessment of any such dues and shall pay its percentage of said assessment based upon the total number of building sites in Wildwood Estates, each building site being responsible for one share. The Homeowner's Association shall be entitled to a lien upon all property described in Exhibit "A" for its pro-rata or proportionate share of any assessment. The amount of said assessment shall be determined by a vote of the majority of building sites. In the event that a majority of building sites cannot agree on an assessment, the assessment shall remain at the previous year's level. A meeting of the Homeowner's Association called for the purpose of setting such special assessment shall not be held less than fourteen days nor more than thirty days after written notice is given by the

officers of the Homeowner's Association to the owners of the building sites of the time, place and date of said meeting.

8. The Homeowner's Association shall meet at least once a year on or before the 30th day of April or such other date as the owners of 51% or more of the then recorded building sites shall agree. Until such time as the Homeowner's Association is incorporated or until another procedure is agreed upon by the owners of a majority of the building sites, said annual meeting shall be called by the Architectural Control Committee. In order to better carry out the duties of the Homeowner's Association provided hereunder, by majority vote of the owners of the building sites the Homeowner's Association may be incorporated as a not-for-profit corporation and bylaws may be adopted in connection therewith to carry out the duties of the Homeowner's Association as provided herein.

9. The Homeowner's Association and the undersigned shall be entitled to recover reasonable costs and attorneys' fees incurred in the enforcement of these Covenants and Restrictions, or any other right or duty contained herein, against any lot owner of record against whom enforcement of these restrictions is required. Each owner of a lot against whom enforcement is required shall be jointly and severally liable for reimbursement of costs and attorneys' fees which shall become a lien against said owner's lot at the time of filing a notice of lien thereof in the office of the Recorder of Deeds, Sangamon County, Illinois.

10. Unless otherwise required to be permitted by law or applicable government regulation, no satellite dish in excess of twenty-four inches in diameter shall be erected, placed or maintained on any building site.

11. These Covenants and Restrictions shall apply to Wildwood Estates Subdivision, Lots 1 through 20, and shall run with the land and be binding upon all parties and all persons claiming under them for a period of thirty-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 rescinding or modifying these Covenants signed by the owners of 75% of the then record building sites delineated in these Covenants shall record an instrument modifying or rescinding these Covenants with the Recorder of Deeds of Sangamon County, Illinois. No such modification shall affect rights or duties with respect to the Wildwood Estates Homeowner's Association unless signed by the owners of 75% of the then record building sites in Wildwood Estates Subdivision.

12. Except where specifically modified, altered or repealed by this instrument, the Covenants and Agreements Running with the Land recorded September 7, 1971 as Document No. 518902 shall remain otherwise in full force and effect.

13. Invalidation of one of these covenants or restrictions by judgment or other order shall not in any manner affect any of the other covenants which shall remain in full force and effect. These Covenants and Restrictions shall run with the land and shall be binding, as amended from time to time, upon the undersigned, the Homeowner's Association, and all lot owners of record and their successors, heirs and assigns.

14. The undersigned, at any time, retain the right to amend these Easements, Covenants and Restrictions to resolve any ambiguity, conflict with prior covenants, scrivener's error or similar matter requiring reformation of this instrument without the consent of any owner of property within Wildwood Estates Subdivision, all plats. Such amendment shall be effective upon recording said corrective document with the office of the Recorder of Deeds of Sangamon County, Illinois, properly executed by the undersigned, and shall be binding on the owners of lots or parcels in Wildwood Estates Subdivision, all plats, upon such recording.

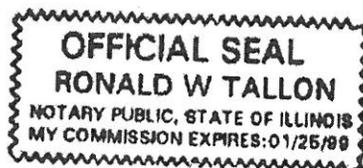
15. The Village of Chatham is a third party beneficiary of the provisions contained in paragraph 6 hereof pertaining to the Homeowner's Association's duty to maintain drainage facilities and easements. In the event the Homeowner's Association fails to enforce those provisions, the Village may bring an appropriate action to compel the Homeowner's Association to enforce those provisions.

Dated this 20th day of August, 1998.

Donald Hashman
DONALD HASHMAN

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ronald W Tallon, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that DONALD HASHMAN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered



the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of August, 1998.



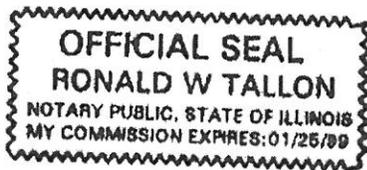
Ronald W Tallon
Notary Public

Henrietta Hashman
HENRIETTA HASHMAN

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ronald W Tallon, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that HENRIETTA HASHMAN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of August, 1998.



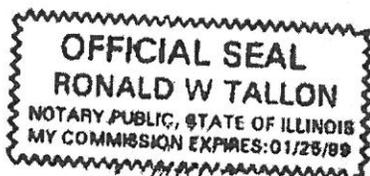
Ronald W Tallon
Notary Public

Gwen Miller
GWEN MILLER

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ronald W Tallon, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that GWEN MILLER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of August, 1998.



Ronald W Tallon
Notary Public

Mark Miller
MARK MILLER

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ronald W Tallon, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that MARK MILLER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of August, 1998.



Ronald W Tallon
Notary Public

Mary Snow
MARY SNOW

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ronald W Tallon, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that MARY SNOW, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of August, 1998.



Ronald W Tallon
Notary Public

David Snow
DAVID SNOW

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ronald W Tallon, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that DAVID SNOW, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of August, 1998.

Ronald W Tallon
Notary Public



Janice K. Logan
JANICE LOGAN

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ronald W Tallon, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JANICE LOGAN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of August, 1998.

Ronald W Tallon
Notary Public



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Larry Logan
LARRY LOGAN

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ronald W Tallon, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that LARRY LOGAN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of August, 1998.

Ronald W Tallon
Notary Public



Prepared by and Return to:

James D. Kelly
Presney, Kelly & Presney
726 South Second Street
Springfield, Illinois 62704
(217) 525-0016

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Exhibit "A"

Wildwood Estates Legal Description as follows:

Part of the East Three-Quarters of the Northwest Quarter of the Southeast Quarter of Section 16, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows: Beginning at the stone at the Southeast Corner of the Northwest Quarter of the Southeast Quarter of said Section; thence North on the Quarter Quarter Section line 1152.31 feet; thence West at right angles 1007.19 feet to the West line of said East Three-Quarters; thence South on aforesaid West line 1140.74 feet to the Quarter Quarter Section line; thence East 1007.10 feet to the point of beginning, excepting the following described parcels:

PARCEL I: Beginning at the stone at the Southeast Corner of the Northwest Quarter of the Southeast Quarter of said section; thence North on Quarter Quarter Section line 752.31 feet to the point of beginning; thence West at right angles 290.50 feet; thence North at right angles 150.00 feet; thence East at right angles 290.50 feet; thence South at right angles 150.00 feet to the point of beginning. Containing 1.00 acres, more or less.

PARCEL II: Beginning at a stone at the Southeast Corner of said Northwest Quarter, Southeast Quarter, Section 16, thence North on the East line of said Northwest Quarter, Southeast Quarter, 602.31 feet to a set pin marking the point of beginning, thence West at right angles 290.50 feet to a set pin; thence North at right angles 150.00 feet to a found pipe; thence East at right angles 290.50 feet to a found pipe on the East line of said Northwest Quarter, Southeast Quarter; thence South at right angles 150.00 feet to the point of beginning. Containing 1.00 acres, more or less.

PARCEL III: Beginning at a stone at the Southeast Corner of said Northwest Quarter, Southeast Quarter Section 16; thence North on the East line of Northwest Quarter, Southeast Quarter 452.31 feet to a set pin marking the point of beginning; thence West at right angles 290.50 feet to a set pin; thence North at right angles 150.00 feet to a found pin; thence East at right angles 290.50 feet to a found pin on the East line of said Northwest Quarter, Southeast Quarter; thence South at right angles 150.00 feet to the point of beginning. Containing 1.00 acres, more or less.

PARCEL IV: Commencing at a stone at the Southeast Corner of said Northwest Quarter, Southeast Quarter Section 16; thence North on the East line of said Northwest Quarter, Southeast Quarter, 1152.31 feet to a found pipe marking the point of beginning; thence South along the East line of said Northwest Quarter, Southeast Quarter, 200.00 feet to a set iron pin; thence West at right angles 290.50 feet to a set iron pin; thence North at right angles 198.66 feet to a set iron pin; thence deflect 89 degrees 44 minutes 08 seconds to the right and measure 290.5 feet to the point of beginning. Containing 1.33 acres, more or less.

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Exhibit "B"

Part of the East three-quarters of the Northwest Quarter of the Southeast Quarter of Section 16, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Beginning at the Stone at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section; thence North on the quarter quarter Section line 1152.31 feet; thence West at right angles 1007.19 feet to the West line of said East three-quarters; thence South on aforesaid West line 1140.74 feet to the quarter quarter Section line; thence East 1007.10 feet to the point of beginning, containing 26.509 acres, more or less.

Except all that part of said tracts heretofore dedicated for road purposes.

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Exhibit "C"

RATIFICATION OF COVENANTS

The undersigned, DONALD LORENC, MARILYN LORENC, STEVEN SOMMER, DIANNE SOMMER, ERNEST NEATHERY, DONNA NEATHERY, JOHN GALMAN and LISA GALMAN, do hereby ratify and approve the foregoing Declaration of Easements, Covenants and Restrictions for Wildwood Estates Subdivision, Lots 1 through 20.

The undersigned are owners of property described in Exhibit "B" which was and is subject to the Covenants and Agreements Running with the Land, recorded September 7, 1971 as Document No. 518902 in Book 1104 of Mortgages, page 556, et seq., in the office of Recorder of Deeds, Sangamon County, Illinois, which property owned by the undersigned still remains subject to said covenants.

The undersigned waive any right to object to the contents of the Declaration of Easements, Covenants and Restrictions for Wildwood Estates Subdivision insofar as said covenants may modify the original set of Covenants and Agreements Running with the Land recorded September 7, 1971 as Document No. 518902.

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Donald Lorenc
DONALD LORENC

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ronald W Tallon, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that DONALD LORENC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of August, 1998.

Ronald W Tallon
Notary Public



Marilyn Lorenc
MARILYN LORENC

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ronald W Tallon, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that MARILYN LORENC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of August, 1998.

Ronald W Tallon
Notary Public



Steven Sommer
STEVEN SOMMER

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ronald W Tallon, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that STEVEN SOMMER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of August, 1998.

Ronald W Tallon
Notary Public



Dianne L Sommer
DIANNE SOMMER

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ronald W Tallon, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that DIANNE SOMMER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of August, 1998.

Ronald W Tallon
Notary Public



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Ernest Neathery
ERNEST NEATHERY

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ronald W Tallon, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that ERNEST NEATHERY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of August, 1998.

Ronald W Tallon
Notary Public



Donna Neathery
DONNA NEATHERY

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ronald W Tallon, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that DONNA NEATHERY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of August, 1998.

Ronald W Tallon
Notary Public



JOHN GALMAN

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, _____, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JOHN GALMAN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 1998.

Notary Public

LISA GALMAN

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, _____, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that LISA GALMAN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 1998.

Notary Public



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SANGAMON COUNTY
ILLINOIS

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MARY ANN LAMM
SANGAMON COUNTY RECORDER

This Space for Recorder of Deeds

**AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND
RESTRICTIONS FOR WILDWOOD ESTATES SUBDIVISION,
SANGAMON COUNTY, ILLINOIS**

This is an amendment to the Declaration of Easements, Covenants and Restrictions for Wildwood Estates Subdivision, Sangamon County, Illinois, which were filed of record with the Recorder of Deeds of Sangamon County, Illinois, on August 31, 1998 as Document No. 2000R10324, which in turn amended the Covenants and Agreements Running With the Land, recorded September 7, 1971 with the Recorder of Deeds of Sangamon County as Document No. 518902 in Book 1104 of Mortgages, page 556, et seq. (hereinafter, collectively referred to as "the Covenants").

This amendment applies to the following-described real estate:

**Lots 1 through 20 of Wildwood Estates Subdivision,
Sangamon County, Illinois**

The Covenants are amended by addition of the following additional covenant:

Sewage Disposal Systems:

After the date of this covenant, no private sewage disposal systems shall henceforth be constructed on any lot in Wildwood Estates Subdivision. All owners of lots within Wildwood Estates Subdivision shall disconnect existing private sewage disposal systems, and connect to the Village of Chatham sanitary sewer system, within 60 days of final acceptance by the Village of Chatham of such sewer system to and within Wildwood Estates Subdivision. All persons purchasing and developing lots in that

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COVENANTS AND AGREEMENTS RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS that the undersigned, THE FIRST NATIONAL BANK OF SPRINGFIELD, a banking corporation organized and existing under the laws of the State of Illinois, as Trustee under Trust No. 2872, dated March 31, 1971, being the owner of all of the following described real estate:

Part of the East three quarters of the Northwest Quarter of the Southeast Quarter of Section 16, Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Beginning at the Stone at the Southeast Corner of the Northwest Quarter of the Southeast Quarter of said Section; thence North on the quarter quarter Section line 1152.31 feet; thence West at right angles 1007.19 feet to the West Line of said east three-quarters; thence South on aforesaid West Line 1140.74 feet to the quarter quarter section line; thence East 1007.10 feet to the point of beginning, containing 26.509 acres, more or less.

Except all that part of said tracts heretofore dedicated for road purposes;

All as more particularly shown by surveys of Reynolds & Walschleger, Registered Illinois Land Surveyors, dated June, 1971, attached hereto and made a part hereof;

Subject to such subdivision plans as may hereafter be adopted and recorded of record,

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:

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, as hereinafter described, other than one detached family dwelling, a duplex or a multiple family dwelling, not to exceed three levels of living quarters in height and a private garage for a single family dwelling for not more than three cars and for the duplex and multiple family dwellings garage space for not more than two cars for each family unit. No building site shall have an area of less than one acre, unless and until city water is made available, at which time a resubdivision of said one acre plots may be effected consistent with subdivision plans thereafter adopted and filed of record by the Trustee hereinabove named or its successor.

2. No single family dwelling shall be permitted on any building site at a cost of less than \$30,000.00, nor shall any duplex or multiple family dwelling be erected at a unit cost commensurate with quality, design and materials required for a single family dwelling, based upon cost levels prevailing from the date these covenants are recorded, it being the intention or purpose of the covenants to assure that all dwellings in said Subdivision shall

(71) 518902

be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. No dwelling shall be permitted on any building site which does not have the following number of square feet of finished floor space. (The computation of square feet of floor space shall be based on the exterior measurements of the main structure and shall exclude porches, breezeways, garages and utility rooms, except if the utility room is part of the main structure.)

- (a) A one-story dwelling - 1,600 square feet of floor space
- (b) A two-story dwelling - 1,000 square feet on each of the two floors
- (c) A one and one-half story dwelling or similar arrangement - 1,200 square feet on the first floor; 800 square feet on the second floor or an aggregate floor space for the first two floors of 2,000 square feet
- (d) A tri-level or hillside house shall have 850 square feet on each of the two levels above the grade level or not less than 1,700 square feet aggregate on said levels.

3. No building shall be located on any building site nearer to the front line of said building site than the minimum set-back line as shown on the recorded plat of the Subdivision.

4. No residential dwelling, including attached porches, breezeways and garages, shall be located nearer than ten feet to an interior building site line. The total building site width displacement of buildings shall not exceed eighty per cent (80%) of building site width as measured across dwelling at front or rear foundations. However, garages or other permitted accessory buildings located 50 feet or more from the minimum building set-back line shall be permitted to locate within ten feet of the interior building site line measured to the exterior foundation face of aforementioned garage or other permitted accessory building. Carports shall be classified as garages. Driveways shall have a minimum width of 9 feet.

5. 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 grade lines 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 set-back line unless similarly approved. The Architectural Control Committee is composed of Donald Hashman, Henrietta Hashman and Robert L. Janssen. 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, Donald Hashman and/or Henrietta Hashman 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. 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 Henrietta Hashman at Oakdale Drive, Springfield, Illinois, or at such other place or places as may hereafter be designated.

6. 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 house leaders shall be located only as approved by the Architectural Control Committee.

7. All compressors and cooling towers used in conjunction with central air-conditioning 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.

8. 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, paid 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 out-building shall be used on any building site at any time as a residence either temporarily or permanently.

9. 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 alongside 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.

10. No machinery, appliances 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.

11. The owner of any vacant building site shall cut the weeds and maintain the same in a proper condition.

12. 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.

13. No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale or rent by property owner. The Architectural Control Committee shall approve 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 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. All dogs, cats and other household pets must be contained either by leash or by a fence or kennel located on the owner's property.

16. 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 incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

17. 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 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 (65%) 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.

18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

19. All septic tanks must be installed in accordance with plans and specifications approved by the said Architectural Control Committee under engineering and sanitation standards which meet all legal and code requirements, both state and local.

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 or multiple family dwellings. In the event that any such single tract of land is included in part with some part of the building sites above described and in part within other lands, the entire such single tract of land shall be deemed to be and constitute a building site.

The undersigned, The First National 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.

Signed The First National Bank, As Trustee under Trust No. 2872 by
Willard E. Thompson Assistant Trust Officer

Acknowledged by Raymond E. Sutton Assistant Cashier, respectively, of The First National Bank of Springfield on Sept 7, 1970 before Jane Dunham Notary Public, Sangamon County, Illinois.

(Seal)

OLSEN & MILLER
ATTORNEYS AT LAW
712 SOUTH SECOND ST., P. O. BOX 1705
SPRINGFIELD, ILLINOIS 62705
TELEPHONE 217-528-3468

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Signed The First National Bank, As Trustee under Trust No. 2872 by
Willard E. Thompson Assistant Trust Officer

Acknowledged by Raymond E. Sutton Assistant Cashier, respectively, of The First National Bank of Springfield on Sept 7, 1972 before Jane Dunham Notary Public, Sangamon County, Illinois.
(Seal)

THE FIRST NATIONAL BANK OF SPRINGFIELD
as Trustee under Trust No. 2872



By Willard E. Thompson
Assistant Trust Officer

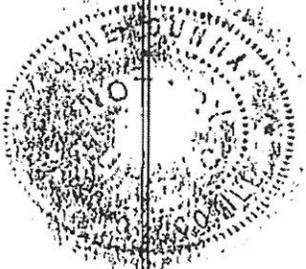
ATTEST:

Raymond E. Sutton
ASST. CASHIER

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Jane Dunham, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Willard E. Thompson as Assistant Trust Officer and Raymond E. Sutton Assistant Cashier as OF THE FIRST NATIONAL BANK OF SPRINGFIELD, as Trustee under Trust No. 2872, personally known to me to be the same persons and such officers, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Assistant Trust Officer and Assistant Cashier they signed, sealed and delivered the said instrument as the free and voluntary act of said Bank as such Trustee, for the uses and purposes therein set forth, pursuant to due authority conferred by the Board of Directors of said Bank.

Given under my hand and notarial seal this 7th day of September, A. D., 1971.



Jane Dunham
Notary Public

518802

State of Illinois, I hereby certify
Sangamon County, that this instrument
was filed for record at 3:53 P.M.
and in SEPT. 7 1971 recorded on
Book _____ of _____ Page _____
Recorder of Deeds

mail -

OLSEN & MILLER
ATTORNEYS AT LAW
712 SOUTH SECOND ST., - P. O. BOX 1708
SPRINGFIELD, ILLINOIS 62708
TELEPHONE 217-620-3468

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