

DECLARATION OF COVENANTS AND RESTRICTIONS ^{2nd}

FOR

CROWS HILL

This Declaration of Covenants and Restrictions (hereinafter sometimes referred to as "Declaration") is made and published this 12th day of October, 1990, by and between Roosevelt National Life Insurance Company of America, a corporation having its principal place of business located in Springfield, Illinois (hereinafter referred to as "Developer") and any and all persons, firms or corporations hereinafter acquiring any of the property described as Lots 2, 3, 4 and 5 in the West Half of the Northeast Quarter of Section 34, Township 15 North, Range 5 West of the Third Principal Meridian in Sangamon County, Illinois, commonly known as Crows Hill Subdivision (hereinafter referred to as "Property").

WHEREAS, it is in the best interest of the Developer, as well as to the benefit, interest and advantage of each and every person or other entity hereinafter acquiring any Property, that certain covenants and restrictions governing the regulation, the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of said Property.

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NOW, THEREFORE, in consideration of the premises, the Developer agrees with any and all persons, firms, corporations or any other entities hereafter acquiring any of the Property that the same shall be and is hereby subject to the following restrictions and covenants (all hereinafter collectively referred to as "restrictions") relating to the use and occupancy thereof, said restrictions to be construed to be covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the Property by acceptance of a deed, contract for deed or other conveyance of any interest in or to said Property, and regardless of whether the same shall be signed by such person and whether or not such person shall otherwise consent in writing shall take such property interest subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to the same.

ARTICLE I - DEFINITIONS

The following words, when used in this Declaration or any supplemental Declaration hereto (unless the context shall prohibit) shall have the following meanings:

1. "Developer" shall mean and refer to Roosevelt National Life Insurance Company of America, an Illinois corporation, having a principal place of business in Springfield, Illinois, its successors and assigns.

2. "Property" shall mean any portion of the real estate legally described as Lots 2, 3, 4 and 5 in the West Half of the Northeast Quarter of Section 34, Township 15 North, Range 5 West of the Third Principal Meridian in Sangamon County, Illinois, which as a whole shall be commonly referred to as "Crows Mill Subdivision".

3. "Owner" shall mean and refer to the record owner (whether one or more persons or entities) in fee simple in any lot which is part of the Crows Mill Subdivision, excluding, however, those parties having such interests merely as a security interest for the performance of an obligation.

4. "Lot" shall mean and refer to any plot of land to be used for single family residential purpose or duplex residential purposes and so designated on any subdivision plat or survey of the Crows Mill Subdivision which shall be a public record.

5. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Property which is recorded in the Office of the Recorder of Deeds for Sangamon County, Illinois.

6. "Improvement" shall mean and refer to a series of rooms within a building situated upon a Lot, which rooms are

designated, arranged, used and intended for exclusive use as living quarters for one family or two (2) families in a duplex building.

ARTICLE II

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The Developer shall have the responsibility of enforcing the restrictions in this Article until fifty-one percent (51%) of the lots of Crows Mill Subdivision are sold. At that time, the Developer may, but is not required to, enforce the restrictions in this Article. Said restrictions may also be enforced pursuant to Article IV, Section 2.

Section 1. Subdivision of Lots

By or with the written consent of the Developer, one or more Lots as shown on the Subdivision plat or parts thereof, may be subdivided or combined to form one single building Lot, provided however, in such event, the resulting Lots shall not be smaller in total than either of the original Lots prior to such subdivision.

Section 2. Improvement, Setback and Use Restrictions

a.) All structures must be built to comply substantially with the plans and specifications as approved by the Developer.

b.) (i) Minimum setback lines shown on the recorded plat of the Property are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate. The Developer reserves the right to select the precise site and location of each house or other structure on each Lot and to arrange the same in such manner and for such reasons as Developer shall deem sufficient. No structure shall be built closer than five (5) feet from any Lot side line. And, as stated on the recorded plat of the Property, all front yard setbacks on all Lots in Crows Mill Subdivision shall be a maximum of thirty (30) feet.

(ii) For the purpose of determining compliance with the foregoing building line requirements, porches, wing walls, eaves and steps extended beyond the outside wall of a structure shall not be considered as part thereof. However, this provision shall not be construed to authorize or permit encroachment upon any easements or rights-of-ways.

c.) Unless otherwise approved in writing by the Developer, the ground floor living area of the main structure upon any Lot, exclusive of open porches, porticos, garages, carports, and breezeways, shall not be less than 1100 square feet for a one-story dwelling, nor shall any dwelling of multiple stories or floor levels be permitted having a total area less than 1500 square feet.

d.) Boundary walls and fences may be erected, hedges grown, but hedges shall not be higher than three (3) feet between the right-of-way and the minimum building setback line. Boundary walls, fences and hedges shall not exceed six (6) feet in height from the minimum building setback line to the rear property line.

e.) Swimming pools shall not be nearer than ten (10) feet to any Lot line and must be located to the rear of the main dwelling.

f.) Incinerators for garbage, trash or any other refuse shall not be used nor permitted to be erected or placed on a Lot. Any and all garbage cans, refuse or storage piles placed on a Lot (whether temporary or permanent) shall be walled in to conceal same from the view of neighboring lots, roads, streets or open areas.

g.) No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

h.) Neither above ground tanks nor below ground tanks will be permitted for the storage of fuel or water or any other substance.

i.) All single family improvements must have a two (2) car attached garage. All duplex improvements must have two (2) - two (2) car attached garages.

j.) All improvements shall be constructed with maintenance free exterior siding.

k.) No outdoor television antenna may be erected or installed after cable television reception has been provided to a lot. Any owner of a lot who subscribes and utilizes cable TV shall remove their existing outdoor TV antenna. This covenant shall not be deemed to require Developer to install cable television. A satellite receiving instrument (satellite dish) will not be considered a television antenna. The satellite receiving instrument may be installed with approval from the Developer, or upon approval of fifty-one percent (51%) of the owners of Crows Mill Subdivision once fifty-one percent (51%) of all Lots are sold.

l.) No owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or other commercial purpose. Nor shall any coal, mineral, oil or other matter be extracted from the Property. No elevation changes shall be permitted which materially affect surface grade or surface grade of surrounding Lots.

m.) All residential utility service lines (including, without limitation, electricity, telephone, and any and all types of radio and television lines, cables, etc.) to the Lots

shall be underground, provided, however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Developer's sole discretion, deemed necessary.

n.) Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frames, etc. shall be stored out of sight when not in use.

o.) Any mail boxes not attached to the main dwelling structure shall be of a type consistent with the character of Crows Mill Subdivision and shall be placed and maintained to complement the houses in the neighborhood.

p.) No sign or advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any Lot or Improvement except for the purposes of real estate sales or that which the Developer provides at any location within the subdivision.

q.) No house trailer, boat, boat trailer, camper, tent, shed or any other such vehicle, trailer, vessel or temporary structure shall be permitted on any Lot unless screened from view of adjoining Lots, streets and common areas, provided, however, temporary buildings and other structures shall be permitted during the construction period of houses or as a temporary real estate sales office of the Developer for the sale of Lots. No garage, outbuilding or other appurtenant structure

shall be used for residential purposes, either temporarily or permanently, except as a real estate sales office by Developer for the sale of Lots.

r.) Setback provisions herein prescribed may be altered by the Developer whenever in its sole discretion the topography or configuration of any Lot in said Subdivision will so require, as long as said change does not violate the Springfield Zoning Ordinance.

s.) Construction of any structure shall be completed within twelve (12) months from the date of commencement of construction thereof.

t.) No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

Section 3. Maintenance

a.) All Lots, together with the exterior of all Improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective Owners. Such maintenance shall include, but shall not be limited to painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks and other exterior improvements. In the event an Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Developer, it shall have the right, at its option, through its agents and employees, to enter upon said Lot

and to repair, maintain, and restore the Lot and the exterior of the buildings and any other Improvements erected thereon. The cost of such exterior maintenance shall be assessed to subject Lot and Owner shall be personally liable to the Developer, his successors or assigns, for the cost of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such Lot. Although notice given shall be sufficient to give the Developer the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday. Such entry as herein provided shall not be considered a duty, or trespass, nor shall the Developer be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

Section 4. Residential Use

Each Lot shown on said Subdivision plan subject to this Declaration shall be used only for private, single family residential purposes or duplex residential purposes and not otherwise.

Section 5. Hobbies and Activities

The pursuit of inherently dangerous hobbies or activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly,

unsightly or unkept conditions, the shooting of firearms, fireworks or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot without the consent of the Developer.

Section 6. Animals and Pets

No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure and purpose of the occupants but not for any commercial use or purpose.

Section 7. Nuisance and Unsightly Materials

Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive, or illegal activity shall be carried on upon any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever; nor shall any substance, thing or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits

of trash, rubbish and other debris for pickup by garbage and trash removal service units. In the event any Owner of any developed Lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Developer, at its option, ten (10) days after posting a notice thereon, or mailing a notice to said Owner at his property address requesting Owner to comply with the requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Developer, his successor or assigns, for the costs of removal and the costs until paid shall be a permanent charge and lien upon such Lot. By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Developer, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to Lots upon which houses are under construction.

Section 8. Governmental Regulations

Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations and laws applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation or law and any provisions of this Declaration, the more restrictive provision shall apply.

ARTICLE III

EASEMENTS

Section 1. General

Each Lot now or hereafter subject to this Declaration shall be subject to all easements shown or set forth in the recorded plat(s) of survey upon which such Lot is shown. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future and utility service lines to, from or for each of the individual subdivision Lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by Owner, except for those improvements for which a public authority or utility company is responsible. Within ten (10) days of prior written notice to Owner, the Developer may enter upon the property for the purpose of removing obstructions in such easements upon Owner's failure to do so. No such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved without first obtaining the prior written consent of the Developer; provided, however, local service from utilities within easement areas to residences

constructed upon any such Lots may be established without first obtaining separate consents therefore from the Developer.

ARTICLE IV
GENERAL PROVISIONS

Section 1. Duration

The foregoing restriction shall be construed to be covenants running with the land and shall be binding and effective for ten (10) days from date of recordation, at which time they shall be automatically extended for successive periods of ten (10) years each unless after said ten (10) year period, it is agreed by the vote of a majority in interest of the then Owners of the above described property to change, amend or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section 2. Enforcement

If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within the Crows Mill Subdivision, including the Developer, to bring an

action against the violating party at law or in equity for any claim which these restrictions may create in such other owner or interested party either to prevent said person, firm or corporation from doing such acts or to recover damages for such violation. Any failure by Developer or any property Owner to enforce any of said covenants and restrictions or other provisions in no event shall be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section 3. Delegation and Assignability

Developer shall at all times and from time to time have the right to delegate any and all functions herein reserved to Developer. Further, notwithstanding any other provision contained herein to the contrary, Developer shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to the Property, provided, however, that any such transferee, grantee or assignee shall take such rights subject to all obligations of the Developer also herein

contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same. In the event of any such sale, transfer or conveyance, said Developer shall not be relieved of liability resulting from his failure to perform or negligent performance of his obligation under these covenants prior to such sale, transfer or conveyance. Developer shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Developer's obligations under these covenants arising after such sale, transfer, or conveyance.

Section 4. Headings and Binding Effect

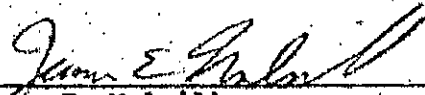
Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under the Developer.

Section 5. Sale by Mortgagee

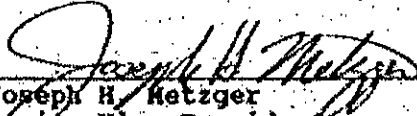
Should any Lot now or hereafter made subject to this Declaration become subject to a mortgage as security in good faith for value, the holder thereof on becoming Owner of such interest through whatever means, or the Seller at any sale under a power of sale therein contained, shall otherwise sell and the Purchaser shall take subject to the terms, covenants and provisions contained herein.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants and Restrictions to be duly signed this 12th day of October, 1990.

**ROOSEVELT NATIONAL LIFE
INSURANCE COMPANY OF AMERICA**

By 
James E. Melville
President

ATTEST:

By 
Joseph H. Metzger
Senior Vice President

PREPARED BY & RETURN: GREGORY COLLINS
725 S. 4TH ST.
SPRINGFIELD, IL 62703

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MARY ANN LAMM
RECORDER
SANGAMON CO. IL.

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MARY ANN LAMM
RECORDER
SANGAMON CO. IL.

RESTRICTIVE COVENANT

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WHEREAS, Roosevelt National Life Insurance Company of America (hereinafter "Roosevelt") is the owner of two parcels of real estate upon which they are going to develop two subdivisions, namely Crows Mill and Toronto Terrace, whose legal descriptions are contained in Exhibit A and B respectively, which Exhibits are attached hereto and incorporated by this reference;

WHEREAS, the City of Springfield has requested written assurance that there will be, in perpetuity, adequate and appropriate storm water drainage for Crows Mill and Toronto Terrace;

WHEREAS, Roosevelt is the owner of real estate which is east of Crows Mill and south of Toronto Terrace and is legally described as part of the East one-half of the Northeast one-fourth of Section 34, T 15N, R 5W lying West of the right-of-way of the Illinois Central Railroad, T 15N, R 5W containing 74.76 acres more or less (hereinafter "Subject Property").

NOW, THEREFORE, in consideration of the above premises, and other good and valuable consideration the receipt of which is hereby acknowledged, Roosevelt, the fee simple owner of all the real estate previously described above, now agrees with and declares to any and all persons, firms, corporations or any

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other entities, and their successors and assigns, hereafter acquiring any of the Subject Property, that the same shall be and is hereby subject to the following Restrictive Covenant relating to the use and occupancy thereof, said Restrictive Covenant is intended and shall be construed to be a Covenant running with the land which shall be binding upon all persons, firms, corporations, or any other entity capable of holding title to real property in fee simple or under a leasehold interest and their successors and assigns, having or acquiring any right, title or interest in the Subject Property, or any part thereof, and which shall inure to the benefit of each owner thereof, as well as to any owner of Crows Mill, Toronto Terrace or the City of Springfield. Every such person, firm, corporation, or other entity hereafter acquiring any of the Subject Property by acceptance of a deed, contract for deed, or other conveyance of any interest to said property, and irrespective of whether the same shall be signed by such person, firm, corporation or entity, and whether such person, firm, corporation or entity shall otherwise consent in writing, shall take Subject Property subject to the following Restrictive Covenant.

Restrictive Covenant. Subject Property shall have located thereon storm water retention ponds that provide adequate and appropriate drainage for Crows Mill and Toronto Terrace in

perpetuity or until such time that the City of Springfield declares that said retention ponds are no longer necessary.

IN WITNESS WHEREOF, Roosevelt National Life Insurance Company of America has executed this Restrictive Covenant this 27th day of August, 1990.

ROOSEVELT NATIONAL LIFE
INSURANCE COMPANY OF AMERICA,

BY: Joseph H Metzger
Joseph Metzger, Senior Vice
President of Real Estate

ATTEST:
Its: Luther C Miller
Luther C. Miller, Executive Vice
President, Secretary

EXHIBIT A

Lots 2, 3, 4 and 5 of the Josephus Gatton Estate in the West Half of the Northeast Quarter of Section 34, Township 15 North, Range 5 West of the Third Principal Meridian in Sangamon County, Illinois. Also, that portion of a public right of way known as North Cotton Hill Road, east of and adjacent to the above mentioned property, and also that portion of a public right of way known as Hoecheater Road lying south of and adjacent to the above mentioned property, located in Sangamon County, Illinois, and further identified as Index #22-34.0-201-008.

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EXHIBIT B

South 1566.28' of the East one half of the Southeast one fourth of Section 27, T 15N, R 5W, 3rd Principal Meridian exclusive of the rights of way of Illinois Central Railroad Company and subject to all easements of record, containing, exclusive of railroad right of way, 45.00 acres more or less.

Greg Collins
725 S. 4th Street
Springfield IL. 62703

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FIRST AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CROWS MILL

WHEREAS, a Declaration of Covenants and Restrictions was made and published the 12th day of October, 1990, by and between Roosevelt National Life Insurance Company of America ("Developer") and any and all persons, firms or corporations acquiring any of the property described as Lots 2, 3, 4 and 5 in the West Half of the Northeast Quarter of Section 34, Township 15 North, Range 5 West of the Third Principal Meridian in Sangamon County, Illinois, commonly known as Crows Mill Subdivision;

WHEREAS, said Declaration was filed in the Recorder's Office of Sangamon County on October 24, 1990 as document number 90J028024;

WHEREAS, said Declaration states that it can be amended by a vote of a majority in interest of the then owners of the above described property;

WHEREAS, the majority of the above described owners hereby wish to amend the Declaration to correct a typographical mistake.

NOW, THEREFORE, in consideration of the premises, the original Declaration is hereby amended as follows: Article II, Section 2. b.) (i). appearing on page 5 of the Declaration is hereby amended by deleting the word "maximum", which appears in the last line of Article 2, Section 2. b.) (i)., with the word "minimum".

IN WITNESS WHEREOF, the Developer has caused the Declaration to be amended as setforth above on this 29th day of Jan, 1992.

Roosevelt National Life Insurance
Company of America

BY: 

Joseph H. Metzger
Senior Vice President

Attest

BY: _____

Prepared by and return to:
GREGORY COLLINS
Stratton, Dobbs, Nardulli &
Lestikow
725 South Fourth Street
P.O. Box 12080
Springfield, IL 62791

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ASST. CLERK
CORDER
SPRINGFIELD CO. ILL.

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