

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR GRANT'S RIDGE SUBDIVISION

WHEREAS, Kenneth G. Cole d/b/a Cole Development, hereinafter referred to as "Developer" is the owner of all of the lots in Grant's Ridge, Plat I and Plat II situated in:

the north edge of Springfield, 2.0 miles west of Veteran's Parkway. Subject is located on the north side of Washington at mile marker 4.5 west.

WHEREAS, it is desirable to secure the best use and improvements of the lots therein, and to protect the owners 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

WHEREAS, the Developer desires to create a finer quality residential subdivision having a standard of architectural harmony, achieved through consistency of features such as color, texture, material type or exterior style, placement of landscape flora and the preservation of certain existing wooded areas in their natural state, and through relative consistency of design; and

WHEREAS, to secure such objectives, said Developer desires to subject the lots in said subdivision to the following restrictions and covenants, including but not limited to methods of construction and maintenance as will secure a continuous

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standard for the proper development of said subdivision.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the aforesaid Developer and owner of said property, hereby declares that all lots in said Grant's Ridge Subdivision Plat I and Plat II, shall be sold, transferred and conveyed subject to the following covenants and restrictions:

1. USE RESTRICTION.

Developer hereby creates an ARCHITECTURAL CONTROL COMMITTEE, composed of Kenneth G. Cole and Kenneth G. Cole, Jr. In the event of the death or resignation of any member of said COMMITTEE, the remaining member shall appoint a member to fill the vacancy. The ARCHITECTURAL CONTROL COMMITTEE shall have the right to prevent the clearing of a lot and subsequent excavation and grading prior to construction of the main residence upon such a lot according to the following:

Prior to the construction of the main residence, a lot owner is required to seek approval of building plans through the Architectural Control Committee. The committee shall consider quality of workmanship and materials, external design, location with respect to topography and finished grade, elevations and building lines, location of driveways and walk ways and the preservation of certain existing trees and wooded areas. To comply with this requirement, each lot owner, prior to any construction on the lot, shall first submit a preliminary plan to the ARCHITECTURAL CONTROL COMMITTEE stating in general the type, style, size and general design of the residence to be

constructed, along with its location on the building site and the name of the lot owner's designated General Contractor. After approval in writing of the preliminary plan by the ARCHITECTURAL CONTROL COMMITTEE, the lot owner shall then submit two (2) sets of the actual plans and specifications of the improvement to be constructed. Such plans and specifications shall include the floor plan, exterior color schemes, and materials, elevations and actual plat plan showing distances from easements and lot lines and the location of the finished grade height of the first floor. The lot owner agrees that he/she will not obtain a building permit until the ARCHITECTURAL CONTROL COMMITTEE has approved the final plans. If no objections to the plans are raised by the ARCHITECTURAL CONTROL COMMITTEE within seven (7) days of submission of the final plans to said COMMITTEE, the plans shall be deemed to have been approved by said ARCHITECTURAL CONTROL COMMITTEE.

After the first sale of forty (40) of the lots in Grant's Ridge Plat I and Plat II, the ARCHITECTURAL CONTROL COMMITTEE, at its option, may delegate the duties specified herein to the Grant's Ridge Homeowner's Association.

2. RIGHTS OF WAY EASEMENTS.

Rights of way and easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, fence, planting or other material, shall be placed or permitted to remain which may damage or impair the function or interfere with

the installation and maintenance of utilities, or easements. Any improvements so located shall be removed upon the request of the Developer, its successors or assigns, or any public utility using said area, at the expense of the owner of said lot or tract. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except those improvements for which a public utility or authority is obligated to maintain.

3. STORM WATER RETENTION AREAS AND SUBDIVISION ENTRANCES

Storm water retention facilities will be constructed, maintained and owned by the Developer and its successors and assigns until such time as all the lots in Grant's Ridge Subdivision have been platted of record. Two stormwater retention facilities have been or will be constructed. The entrance areas for each street leading into Grant's Ridge Subdivision will be landscaped. The location, ownership, and Homeowners responsibilities are as follows:

- a. The retention facilities on Lot 27 in Plat I are located on an easement area. Title shall be held by the owner of Lot 27.

All members of the Grant's Ridge Homeowners Association shall share the responsibilities as described in 4.

- b. The retention facilities on Lot 142 (as located on the preliminary plan) shall be the only structures on the lot. After platting, title to Lot 142 shall be deeded to the Homeowners Association.

All members of the Grant's Ridge Homeowners Association shall share the responsibilities as described in 4. Real Estate Taxes for Lot 142 shall be paid by the Homeowners Association.

c. The entrance areas to the streets leading into Grant's Ridge which will be landscaped.

This covenant is to run with the land and shall be binding upon all parties and all persons claiming under it in perpetuity.

4. HOMEOWNERS ASSOCIATION

With the recording of Plat I and Plat II, the Developer shall form the Grant's Ridge Homeowner's Association. All property owners in Grant's Ridge shall be members of such Homeowners Association. By the acceptance of and recording of a deed to a lot or building site in Grant's Ridge, the grantee of such deed and his/her successors and assigns shall automatically become a member of the Homeowners Association referred to above once the same has been organized. Said Homeowners Association shall levy upon all members of the Homeowners Association an annual assessment to pay for the maintenance, upkeep and improvements on the stormwater retention facilities and landscaped entrances leading into Grant's Ridge Subdivision, and it shall have the right and authority to impose a lien upon the lots in the Grant's Ridge Subdivision plats to secure payment of said annual assessment charge.

Each owner of a building site is a member of GRANT'S RIDGE HOMEOWNER'S ASSOCIATION, which ASSOCIATION will be incorporated by DEVELOPER as an Illinois Not-For-Profit Corporation. Each owner of a building site shall be liable for his proportionate share of the cost (based upon the percentage of the Lot(s) owned by an owner as to the total number of lots in the plat of record

as amended from time to time to include additional Grant's Ridge plats) for the proper maintenance of certain easement areas within the subdivision which may be amended from time to time to include additional easement areas upon completion and inclusion of additional plats in the subdivision. Any maintenance fee assessed by DEVELOPER or by the HOMEOWNERS ASSOCIATION and not paid within thirty (30) days of its assessment shall constitute a lien upon the property of the delinquent owner. DEVELOPER agrees that for two (2) years from the date of the recording of this instrument it will maintain the easement areas and collect and assess the maintenance fees. After two years, the maintenance of the easement areas and collection of the maintenance fees shall be performed by the HOMEOWNERS ASSOCIATION.

5. EROSION CONTROL AND LANDSCAPE WASTE.

During clearing and construction, until all exposed dirt from excavation has been removed from the lot or brought to an approved final grade surrounding the dwelling unit, and until the lot is permanently landscaped with vegetation or landscaping material, the lot owner shall prevent the erosion and washing of soil from the lot by employing the following measures:

A. Disposing of all landscape waste, such as brush, weeds, removed trees, and excess dirt, in a lawful fashion by burial, incineration or removal, without causing damage to an adjacent lot or other property within Grant's Ridge Subdivision.

B. In the cause of making improvements to a lot, the owner shall place, or require a General or Sub Contractor to place, all

excavating soils deposited within the lot at least five (5) feet from any lot line, and the owner or General or Sub Contractor shall not place any soil piles on an easement or right-of-way of record. During and prior to completion of construction efforts the lot owner or contractor of the lot owner's designation shall erect and maintain a water permeable cloth dike of suitable strength and durability across the front of a lot and around the perimeter of excavated soil piles or shall employ other effective means to prevent such soils from eroding or washing into easements or rights of way or other lots. Such dikes or other systems shall be maintained until the excess soil has been brought to approved final grade or removed from the lot.

C. Immediately after the final grade has been established and approved on the lot surrounding the building site, the lot owner shall provide and install vegetation to cover exposed soils by planting approved ground cover, sodding, seeding and strawing, or covering the exposed areas with approved landscape material to prevent erosion. Drainage easements on lots shall be maintained by the lot owner according to the plat of record and the specifications of final grade as approved by the City Engineer.

D. Soils, mud and landscape waste carried from a lot onto other properties and common areas such as easements, rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary at the expense of the lot owner.

The Developer, his successors and assigns, shall have the right to enter a lot at any time for the purpose of preventing and arresting undue erosion at the expense of the lot owner if the lot owner or his designated contractor is unwilling or unable to prevent such erosion.

6. CONSTRUCTION MATERIAL WASTE.

At each building site, excess material and waste from construction shall be gathered and disposed of regularly in a lawful fashion. No lot shall be used or maintained at anytime for a dumping ground.

7. DRIVEWAYS.

Driveways shall be constructed of concrete, asphalt or other material as approved by the Architectural Control Committee.

8. NUISANCES AND TRASH, ETC.

a. No noxious or offensive trade or 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.

b. No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be erected or placed on any lot at any time, except during the construction period without approval of the Architectural Control Committee. No derelict vehicles shall be kept or stored on any lot.

c. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in said subdivision except dogs

and cats and other common pet animals, and not for any commercial purposes.

d. All weeds shall be kept cut on sold vacant lots, and no such vacant lot shall be permitted to fall into an unsightly condition, except that the lot owner shall not be obligated to clear natural wooded areas of brush and undergrowth. 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. Any vacant lot which falls into an unsightly condition may be mowed or cleaned up by the subdivider at the expense of the owner.

e. No permanent fence shall be constructed in front of a residence without the prior approval of the Architectural Control Committee. In case of corner lots, both street sides of the residence shall be considered as front lines.

9. ROOFLINES AND MATERIAL.

The roof pitch of the main roof of a building shall not rise less than five (5) vertical feet in twelve (12) horizontal feet. The color and type of material of the roof covering shall be brown or black shingles, shakes, or tiles. Specific exceptions may be granted by the Architectural Control Committee if such an exception meets the standards of quality and design for the subdivision.

10. SIDEWALKS.

After the construction of the sidewalk in front of a lot and acceptance by the City Engineer or his representative, the lot

owner shall be responsible for replacing at his own expense, any broken section.

11. BUILDING SITE OR LOT.

As used in this instrument, means all or any part of a single tract of land upon which is constructed, intended to be located, or located one single-family dwelling.

12. DURATION OF RESTRICTION.

The aforesaid covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by more than seventy-five (75%) percent of the then record owners of the building sites delineated in Plat I and any other plats of said Grant's Ridge Subdivision, has been recorded in the office of the Recorder of Deeds of Sangamon County, Illinois, each building site having one vote, agreeing to change or rescind said covenants in whole or in part.

13. REMEDIES FOR VIOLATION.

In the event of a violation or breach of any of these covenants and restrictions by any person or entity subject to such covenants and restrictions, a person or entity enjoying the benefit of these restrictions, shall have the right to proceed in a judicial action at law or in equity to compel compliance with the terms of these covenants and restrictions, or to prevent the

breach or violation of them. Developer shall, in addition, have the right to such compensation for actual expenses incurred as a result of any such breach or violation.

14. SEVERABILITY.

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 affect.

IN WITNESS WHEREOF, Kenneth G. Cole d/b/a Cole Development has caused this instrument to be executed this 9th day of November, 1989.

Kathleen Cole
Witness

Kenneth G. Cole
Kenneth G. Cole

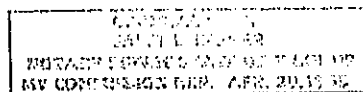
STATE OF ILLINOIS)
) ss.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Kenneth G. Cole is personally known to me to be the same person whose name is subscribed to the foregoing instrument and that he did this as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of November, 1989.

Janet A. Brewer
Notary Public

SEAL



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MAR. ANN LAMM
RECORDER
SANGAMON CO. IL.

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