

10

16/06

Prepared by & Return to:

Marine Bank, Springfield
3050 West Wabash Ave.
Springfield, IL 62704

*MAIL TAX BILL TO:
ABOVE ADDRESS*

RECORDER'S USE ONLY

SANGAMON COUNTY
ILLINOIS

96-51627

96 DEC 17 PM 1:06

Mary Ann Johnson
RECORDER

DECLARATION OF COVENANTS

000374

DECLARATION OF COVENANTS
Hunting Meadows Subdivision, Plat VII
Springfield, Illinois

AMENDED RESTRICTIONS AS TO BUILDING AND USE

The Chicago Trust Company, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the First day of December, 1969, and known as Trust Number 13-03388, being the sole legal owner of the following described real estate, situated in the City of Springfield, County of Sangamon, and State of Illinois, to wit:

Lots 208 through 214 both inclusive, Lots 219 through 236 both inclusive, and Lots 239 through 245 both inclusive of Hunting Meadows, Seventh Plat, a subdivision of part of the Northwest Quarter of Section 10 Township 14 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois.

and for its and their successors and assigns, heirs, executors and administrators in consideration of the best development of the aforesaid subdivision and for the mutual benefit of all prospective purchasers and landowners of said property do hereby establish the following restrictions as to building and use which shall apply to said lots.

1. No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or lots or part or parts thereof exceeding two and one half stories in height.
2. The total floor area of the main structure, exclusive of basement, one-story open porches and garages, shall be not less than 1800 square feet for one-story dwelling, nor less than 2100 square feet for a two-story dwelling, nor less than 2000 square feet for a bi-level dwelling, and not less than 2100 square feet for a tri-level dwelling, unless waived by the Architectural Control Committee.
3. No building shall be located on any lot nearer to the front lot line or side line than the minimum set back line as shown on the recorded plat of the subdivision.
4. No building exclusive of eaves and steps shall be located on any lot nearer to the front lot line or side line than the minimum building line shown on the recorded plat of said subdivision and the minimum width of either side yard shall be 6 feet with the total of both side yards not less than 15 feet.

5. The finished yard grade of the building shall be no less than 21 inches higher than the curb unless approved by the Architectural Control Committee. Said 21 inch measurement shall be taken from the highest point of the curb in front of said house. Any questions pertaining thereto shall be determined by the Architectural Control Committee.
6. The entire yard in front of the line parallel with the front of the house shall be sodded at time of construction. Corner lot shall also be sodded to the line parallel with the rear of house from house to adjacent street with the exception of certain irregular lots which determination shall be made by the Architectural Control Committee.
7. No trailer, motor home, truck, shed, unattached garage or other outbuilding shall be placed on any lot as a temporary, semi-permanent or permanent attachment without specific authority from the Architectural Control Committee.
8. No spirituous, vinous, or malt liquor shall be sold, or kept for sale on any lot.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.
10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of the neighboring property.
11. No lot, or any part thereof, shall be used, either temporarily or permanently, to sell, store, or accumulate used cars, parts therefrom or junk of any kind or character whatever. Rubbish, trash, garbage or other waste shall not be kept on any lot except temporarily and all such rubbish, 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.
12. No sign of any kind shall be maintained or displayed on any lot, except one sign of not more than one square foot in area identifying the occupants dwelling; one sign of not more than 5 square feet in area advertising the property for sale or rent; signs used by contractors during construction of any improvements thereon; and signs approved by the Architectural Control Committee to be used by builders/developers.

13. An easement over, under, across and along that portion of any lot designated as "Easement" shown on the recorded plat of said subdivision, is hereby reserved for drainage and the use of public utility companies and others to install, lay, construct, renew, operate and maintain pipes, conduits, cables, poles and wires, either overhead or underground, for the purpose of providing any property in said Section with gas, electric, telephone, water, sewer, or other utility services. Overhead cables, poles and wires for public utilities shall be permitted only on such portion of any lot designated for public utilities, but all electric and telephone service line therefrom for any improvements in said subdivision shall be installed and maintained underground. Drainage in such portion so designated as "Easement" shall not be blocked or impaired.
14. No building shall be erected, 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. No fence or wall shall be erected, placed or altered on any lot unless approved by the Architectural Control Committee and when approved must be of a type and nature required by the Committee. Sidewalks are constructed to grade and they are the homeowner's responsibility.

No swimming pool shall be built nearer than fifteen (15) feet to a lot line without specific approval of the Architectural Control Committee.

The Architectural Control Committee is composed of David M. Wilson, Marc Wilson, Irl Reed, Virginia Heeren and Lawrence C. Auby, Jr. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither of 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 said Committee or their representative or successors fail to approve or disapprove such design and location within 30 days after building plans, specifications and plot plan have been submitted to them, or if written notice by any interested party has been given to the Architectural Control Committee and 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.

15. All lots purchased from the Developer must submit plans, receive approval and begin building a home within two years from the date of purchase and complete the house within three years of purchase date. House Plans must be approved/initialed by the ACC prior to obtaining the Building Permit from the City of Springfield.
16. Hunting Meadows will plant a number of trees in Plat VII and each Lot Owner must plant a minimum of three (3) trees on their lot, each tree to be not less than six feet tall when planted. This paragraph is subject to Architectural Variance.
17. These covenants shall be binding upon all parties and all persons claiming through or under them for a period of twenty-five (25) years from the date these covenants are filed for record, after which time, such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then adult owners of record of said plat, in said subdivision, has been filed for record agreeing to change or revoke said covenants in whole or in part.

No exception to Covenants shall be made or approved unless accepted and approved by the Architectural Control Committee.

Invalidation of these covenants by judgement or court order shall, in no way affect the other provisions which shall remain in full force and effect.

Dated this 21st day of November, 1996.

The Chicago Trust Company, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the First day of December, 1969, and known as Trust Number 13-03388,



By: Heile Dimpert
Trust Officer ASST. VICE PRESIDENT

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of said Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are non-assignable each and every one of them made and intended not as personal covenants, indemnities, representations, or warranties, undertakings and agreements by the Trustee for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Trust Company on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, of such personal liability, if any, being expressly waived and released.

Attest:
Carolyn P. Pugh
Trust Officer ASSISTANT SECRETARY