

PROTECTIVE COVENANTS RELATING TO  
ADLOFF ESTATES, SECOND ADDITION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, the owners of the land described as "Adloff Estates, Second Addition", has determined to subject said land to the restrictions hereinafter set forth, each of which shall inure to the benefit of and pass with said property, and each every parcel thereof, so that the property legally described in Article I hereof, is held, and shall be transferred, sold and conveyed subject to the restrictions, covenants, and reservations hereinafter set forth:

ARTICLE I

The real property which is subject to the restrictions, covenants and reservations set forth herein is described as follows:

Adloff Estates, Second Addition, Sangamon County, Illinois, the plat of which has been recorded as document number 93-52947

No other real estate is subject to these covenants.

ARTICLE II

As a part of the consideration for the conveyance of lots in the above described addition and as covenants and restrictions running with said real estate and binding upon the present owners of record of the lots in such addition and the heirs, devisees, assigns and legal representatives of the Grantees of each lot in such addition or parts thereof, and for the benefit of any person or persons who may now or may hereafter hold the title to any other lot in Adloff Estates, Second Addition, the said Grantees, by accepting the conveyance of any such lot, or parts thereof, covenant and agree for themselves, their heirs, devisees, assigns and legal representatives to follow such restrictive covenants.

1. The purpose of these restrictions is to insure the use of each building site in Adloff Estates, Second Addition, sometimes referred to herein as "such lot", will be used for attractive, single-family residential purposes only, as to the area described in paragraph 2(a) hereof; and for attractive, two-family (duplex) or single-family residential purposes as to the area described in paragraph 2(b) hereof.

2. (a) Area platted as Lots 33 - 58, inclusive.

Only one detached single-family dwelling and private garage appertaining thereto shall be erected upon each such lot located within the area platted as Lots 33 - 58 inclusive. No use shall be made of such lot except such as is incidental to the occupation thereof for residential purposes by one private family residing in a detached, single-family dwelling.

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(b) Area platted as Lots 100, 101, 102, 129, 130 and 131.

(1) Only one detached two-family (duplex) dwelling, or at the lot owner's option one detached single-family dwelling, and one or two private garages appertaining thereto, shall be erected upon each such lot located within the area platted as Lots 100, 101, 102, 129, 130 and 131. No use shall be made of such lot except such as is incidental to the occupation thereof for residential purposes by one or two private families residing in a detached two-family dwelling, or at the lot owner's option, single-family dwelling.

(2) Each unit in each two-family dwelling erected in the area platted as Lots 100, 101, 102, 129, 130 and 131 may be conveyed along with part of the lot upon which such two-family dwelling is erected to a separate owner. Therefore, each lot within this area may become subject to the Condominium Property Act or may become the subject of a party wall agreement.

3. No building shall be erected, altered, placed or permitted to remain on each such lot in Adloff Estates, Second Addition, exceeding two stories in height above the basement level. Each dwelling unit shall have a minimum of a one-car garage.

4. Notwithstanding these protective covenants, owners reserve the right to dedicate and/or convey all or part of any such lot for public streets, public utilities or private access purposes.

5. The minimum floor area of any dwelling constructed on each such lot, exclusive of basement, open porches and garages, shall be as follows:

- (a) single-family dwelling: at least 1,250 square feet total;
- (b) two-family dwelling (applicable to Lots 100, 101, 102, 129, 130 and 131 only), 2000 square feet total.

The completion of minimum floor area shall be based upon exterior measurements of the dwelling and shall exclude the garage, porches, breezeways and basements.

6. No building, exclusive of eaves and steps, but including open porches, shall be constructed:

- (a) As to Lots 33 to 58 inclusive nearer to the front lot line than 30 feet or nearer to a side line than 5 feet, with a total of both side yards of at least 10 feet;
- (b) As to Lots 100, 101, 102, 129, 130 and 131, and subject to the provisions of paragraph 2(b)(2), nearer to the front lot line than 25 feet or nearer to a side line than 3 feet, but with the total of both side yards of at least 10 feet. (If one unit of a duplex is conveyed to a separate owner, the side

yard of the site so conveyed could be zero as to one side and three to five feet as to the other side.)

7. All driveways shall be constructed and improved with concrete over the entire length and width thereof, (9 feet minimum) from the edge of the street pavement up to the concrete garage floor.

8. It is contemplated that a building site, "lot", may consist of parts of more than one lot as platted.

9. Subject to the provisions of paragraph 2(b)(2), no building site shall be less than 6,000 square feet in size. (This minimum requirement applies to the total site containing a two-family dwelling, even if each unit is conveyed to separate owners, so that the minimum size of the site so conveyed to a separate owner could be 3000 square feet in size.)

10. Interior lot lines, as used herein, mean the lot lines having no street frontage shown on the recorded plat of said subdivision except when a single building site in said subdivision consists of more than one lot, or parts of more than one lot, contiguous to all or part of another lot or part thereof with the ownership of all of such site in common, then the exterior lines of such building site that have no street frontage shall be considered to be the interior lot lines for all of such site.

11. No spirituous, vinous or malt liquor shall be sold or kept for sale on any such lot.

12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on such lot, except household pets, provided they are not kept, bred or maintained for any commercial purposes or maintained as a nuisance. No pet shall be kept on such lot until a dwelling has been completed thereon.

13. No noxious or offensive activity shall be carried on or upon such lot, nor shall anything be done thereupon which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of the neighboring property. Such lot, nor any part thereof, shall be used either temporarily or permanently to sell, store, or accumulate used car 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 the storage of waste material shall be kept in a clean and sanitary condition and so as not to be visible to the public, except when temporarily placed there on trash collection days.

14. No sign of any kind shall be maintained or displayed on such lot, except one sign of not more than one square foot in area identifying the occupants of the dwelling, one sign of

not more than five square feet in area advertising the property for sale or rent, and signs used by contractors doing the construction of any improvements thereon.

15. All compressors and cooling towers used in conjunction with central air conditioning, and all fuel tanks (including propane, oil or the like), 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 or adjacent property owners. No machinery, appliance 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.

16. All areas of such lot not occupied by a building, porch, patio, or a driveway and sidewalks, and including that part of the public right of way lying between such lot and the paved part of the street and public sidewalk shall be sodded or seeded by Grantee, and landscaped and maintained as a lawn.

17. No fence shall be constructed unless first approved by the Architectural Control Committee. No fence shall be located closer than the building set back line to any street unless specifically approved by the Architectural Control Committee. No such approval is contemplated except as to corner lots.

18. Neither Grantee nor any person or persons claiming under Grantee shall at any time raise the grade of any lot or lots herein conveyed above the grade established or to be established by Grantor.

19. 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 carry-alls, 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.

20. 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 in detail as to the exterior. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All construction on a home site must be completed twelve (12) months from commencement of the same. If construction is not completed within the time period specified above, the undersigned shall have the right, at its option, to complete such construction. The cost of such construction shall be borne by the owner of the home site and shall be immediately payable to the undersigned. The undersigned shall have a lien in the amount of such construction cost and shall record said lien with the Recorder of Deeds of Sangamon County, Illinois.

21. No outside television or radio aerial or antenna or satellite disk or other aerial or antenna, for reception or transmission, and no visible outside apparatus designed for solar heat or to heat water by solar energy shall be maintained on the exterior of any lot, dwelling, or other building without the prior written consent of the Architectural Control Committee. No such consent will be given to locate any such item in the front yard of any such lot.

22. The design of all mail boxes must be approved by the Architectural Control Committee; it is contemplated that all mail boxes not attached to a dwelling will be of substantially identical design.

23. No building, wall, retaining wall, driveway, walk or other structure shall be commenced, installed, or maintained nor shall any addition to or any change or alteration to any structure be made except interior alterations until plans and specifications, acceptable to the Architectural Control Committee, showing the nature, kind, shape, height and material, color scheme, location and approximate cost of such structure improvements, and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee, or its authorized agent, and a copy of said plan and specifications, as finally approved, and logged permanently with the Architectural Control Committee.

The Architectural Control Committee shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure or improvements to be built or constructed, to the site upon which it is proposed to erect the same, and the harmony as planned in view of the outlook of the adjacent or neighboring properties.

The purpose of the paragraph is to develop the subdivision into a beautiful harmonious private residential section. If disagreement as to any of the points set forth in this paragraph should arise, the decision of the Architectural Control Committee shall control.

The Architectural Control Committee shall be initially composed of William C. Adloff and Fred F. Fleury. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining member 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 Committee or their representative or successors fail to approve or disapprove such design and location in 30 days after building plans, specifications, plot plans, and grading plans have been submitted to them, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully met.

24. An easement over a portion of such lot designated as easement shown in the plat of said subdivision is hereby reserved for drainage and the use of public utility companies and others to install, construct, renew, operate and maintain pipes, conduits, cables, poles and wires, either overhead or underground, for the purpose of providing any property in said subdivision with gas, electric, telephone, water, sewer, cable television 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, telephone service and other lines therefrom for any improvements in said subdivision shall be installed and maintained underground. Drainage and such portions so designated as easements shall not be blocked or impaired and any owner of any lot or part thereof in said subdivision shall have the privilege of removing any obstruction blocking or impairing such drainage.

ARTICLE III

1. These covenants do not apply by implication or otherwise to any other land besides that in said Adloff Estates, Second Addition, owned by the owner.

In fact said owner contemplates developing certain of owners' adjoining and nearby land for duplex, apartment, office and commercial purposes.

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

3. It is expressly understood and agreed that the several restrictive covenants contained herein shall attach to and run with the land, and it shall be lawful not only for grantor, his heirs and assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted, deriving title from or through grantor, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.

Dated this 29<sup>th</sup> day of October, 1993

ADLOFF LAND TRUST

By William C. Adloff  
William C. Adloff, as Trustee  
of the Adloff Land Trust created  
by Agreement dated March 4, 1992

STATE OF ILLINOIS )  
 )  
COUNTY OF SANGAMON ) ss:

I, a notary public in and for said County and State, DO HEREBY CERTIFY, that WILLIAM C. ADLOFF, as Trustee of the Adloff Land Trust, 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 as such Trustee, he signed, sealed and delivered the said instrument as his free and voluntary act, as such Executor, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of October, 1993.

*George M. Standeffer*  
Notary Public



Prepared by and return to:  
Barber Segatto Hoffee & Hines  
P O Box 79  
Springfield, IL 62705-0079  
217/544-4868

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*Walter David Johnson*  
RECORDER

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