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Mary Ann Spurr
RECORDER, SANGAMON CO., ILL.

PROTECTIVE COVENANTS

Relating to "Lake Forest Estates Fourth Addition"
KNOW ALL MEN BY THESE PRESENTS;

That Dual Development Company, a joint venture consisting of Maurice B. Dullenty and Albers Engineering, Inc., being the owner of the land described in Clause I of this declaration 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 and its successors and assigns, hereby declares that the property described in Clause I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

CLAUSE I

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges with respect to the various portions thereof set forth in the several clauses and subdivisions of this declaration is more particularly described as follows:

Lots 1 to 15, both inclusive, in "Lake Forest Estates, Fourth Addition", a subdivision of part of the Southeast Quarter of the Southwest Quarter of Section Seven (7), Township Fifteen (15) North, Range Four (4) West of the Third Principal Meridian, Sangamon County, Illinois.

CLAUSE II

To insure the best use and more appropriate development and improvement of each building site therein; to protect the owners of building sites against such improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations thereof on building sites; to secure and maintain proper set-backs from streets and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvements on said property and thereby enhance the values of investments made by purchasers of building sites therein, the real property described in Clause I hereof is hereby subjected to the following conditions, restrictions, covenants, reservations and charges, to-wit:

(a). 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 other than dwellings not to exceed two stories in height, a private garage or garages and other outbuildings incidental to the residential use of the premises.

(b). No building shall be erected, placed or altered on any building site until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing by the Architectural Control Committee (or by a representative designated by a majority of the members of said 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 and building lines. No residential building shall be erected, placed or permitted to be used on any building site without the prior written approval of the Architectural Control Committee or its representative designated as aforesaid, and the discretion of said committee in withholding or granting said approval shall be absolute. The words "family dwelling" or "dwelling", as used in these covenants, shall be construed to include a single-family dwelling. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building set-back line unless similarly approved. Said Architectural Control Committee shall be composed of Joseph G. Albers and Maurice B. Dullenty. In the event of the death or resignation of any member of said Committee, the remaining members or member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority or to appoint a member or members to fill the vacancy. In the event said Committee, or its designated representative, fails to approve or disapprove such design or location within thirty days after said plans and specifications and plot plans have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty days after construction is commenced or prior to the completion thereof (whichever period is longer), such approval will not be required and this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to violation of paragraph (g) following. Neither the members of said Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee and of its designated representative shall cease on January 1, 2010, and thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall have been executed by the then record owners of a majority in area of the land within the boundaries of said lots and shall have been duly recorded in the Office of the Recorder of Deeds of said County appointing a representative or representatives who shall thereafter, for the time specified in said agreement, exercise the same powers exercised by said Committee.

(c). There shall not be erected, placed or suffered to remain (1) any single-family dwelling having a building site area of less than 6,000 square feet, (2) any dwelling on any building site which has a width at the building set-back line of less than 60 feet (such measurement to be made from lot line to building site line along the set-back line on corner lots).

(d). No single-family dwelling shall be permitted on any building site at the cost of less than One Hundred Thousand Dollars (\$100,000.00) based upon cost levels prevailing at the date that these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings of whatever type shall 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 costs stated herein for the minimum permitted dwelling sites. The minimum floor area for any one story

dwelling shall be 2,400 square feet. The minimum floor area for any two story or split level dwelling shall be 3,000 square feet.

(e). No building shall be located on any building site nearer to the front lot line or nearer to the site street line than the minimum set-back lines shown on the recorded plat. No building shall be located on any building site nearer to any interior building site line than 10 feet. No building other than a dwelling shall be located on any building site nearer than 35 feet, measured toward the interior of the building site, from any said building set-back line as shown on said plat nor nearer than 3 feet from any interior building site line. For the purposes of this paragraph, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a building site to encroach upon another building site.

(f). Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(g). No satellite dish, television satellite reception disk or similar device shall be maintained or used upon any building site.

(h). No dwelling, dwelling unit or part thereof may be occupied by any owner during the period that said dwelling or dwelling unit is being constructed and prior to the time that a certificate of occupancy has been issued by the City of Springfield, Illinois or other appropriate governmental unit. All construction shall be completed within one (1) year of the commencement of any construction upon any building site.

(i). No structure, of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence either temporarily or permanently.

(j). 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.

(k). 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, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(l). No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

(m). No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(n). No fence, wall, hedge or other shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above the paved surface of the nearest adjacent vehicle roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the respective straight street property lines extended to their intersection and a line connecting them at points 25 feet from the intersection of such respective straight street lines. No tree shall be permitted to remain within such

triangular area unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines at said elevations.

(o). No private driveway shall be regularly used or maintained on any of said land or within any street right-of-way unless the same is constructed and improved with a concrete surface over its entire length and width from the edge of the street pavement within the public street to the point of termination of such driveway.

CLAUSE III

"Building Site", as used in this instrument, means all or any part of any single tract of land, all of which is owned by the same person or persons. In the event that any such single tract of land is included in part within some part of the lots 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.

CLAUSE IV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2013, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument in writing, executed by the then record owners of a majority in area of the land within the boundaries of said lots shall have been recorded in the Office of the Recorder of Deeds of said County agreeing to change or revoke said covenants in whole or in part.

CLAUSE V

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

CLAUSE VI

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

CLAUSE VII

The undersigned certifies and covenants that it holds title to all of said land and is authorized to execute this instrument.

IN WITNESS WHEREOF, Dual Development Company has caused this instrument to be executed by Maurice B. Dullenty and Albers Engineering, Inc. this _____ day of _____, 1988.

ALBERS ENGINEERING, INC.
an Illinois corporation.

By: Joseph M. Albers
Its: President

(Corporate Seal)



ATTEST:

By: Anna K. Acker
Its: Secretary

Maurice B. Dullenty
MAURICE B. DULLENTY

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Lisa M. Daykin, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JOSEPH M. ALBERS, President and SANDRA K. ALBERS, Secretary of ALBERS ENGINEERING, INC., an Illinois corporation, personally known to me to be the _____ President and Secretary, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ President and Secretary, they signed, sealed and delivered the foregoing instrument and caused the corporate seal of the corporation to be affixed thereto as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors.

Given under my hand and notarial seal, this 11th day of May, 1988.

Lisa M. Daykin
Notary Public

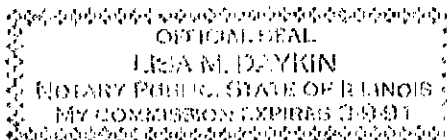
STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)



I, Lisa M. Daykin, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that MAURICE B. DULLENTY, personally known to me to be 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 foregoing instrument his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11th day of May, 1988.

Lisa M. Daykin
Notary Public



ORDINANCE NO. 377-88

AN ORDINANCE OF THE SPRINGFIELD PARK DISTRICT ANNEXING CERTAIN TERRITORY WHICH IS WITHIN THE CITY OF SPRINGFIELD BUT WHICH PREVIOUSLY HAS NOT BEEN INCORPORATED WITHIN THE SPRINGFIELD PARK DISTRICT

WHEREAS, by virtue of Section 3-10 of "The Park District Code", approved May 17, 1951, as amended, the Springfield Park District is empowered to annex certain territory presently within the City of Springfield, a municipal corporation, and

WHEREAS, Springfield Park District would become nearly coterminous with the City of Springfield by annexing that certain territory hereinafter described which is not now incorporated within the Springfield Park District nor incorporated within any other Park District.

WHEREAS, it is to the best interest of Springfield Park District and the inhabitants residing therein that said territory be annexed to the Springfield Park District.

NOW, THEREFORE, BE IT ORDAINED BY THE TRUSTERS OF THE SPRINGFIELD PARK DISTRICT:

Section 1. That the territory hereinafter described and the boundaries of such territory appear upon the map which is attached hereto and made a part of this Ordinance.

Section 2. That the said territory is also described herein by reference to the Ordinance of the City of Springfield by which said territory was annexed to the City of Springfield; that all of said Ordinances of the City of Springfield are incorporated herein by reference.

Section 3. That the lands comprising the said territory are legally described in the City of Springfield Ordinances as follows:

| <u>Parcel No.</u> | <u>City of Springfield Ordinances Number</u> | <u>Date Ordinance Adopted</u> |
|-------------------|--|-------------------------------|
| 1 | 150-3-88 | 3-1-88 |

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Mary Ann Samson
RECORDER, SANGAMON CO., IL.

Section 4. That the boundary lines of the territory annexed to the Springfield Park District are as follows:

Part of the Southeast Quarter of the Southwest Quarter of Section 7, Township 15 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows: From the Northwest corner of aforesaid Quarter Quarter Section, N. 90°-00'00"E., on the quarter-quarter section line, 184.99 feet, thence S. 00°-00'-00"., 30.0 feet; thence S. 27°-08'-31" E., 624.95 feet to the point of beginning; thence N. 62°-51'-29" E., 330.00 feet; thence S. 27°-08'-31" E., 359.90 feet; thence N. 89°-52'00" W., 330.00 feet; thence N. 00°-13'-00"E., 204.22 feet; thence N. 27°-08'-31" W., 451.40 feet to the point of beginning, containing 5.693 acres, more or less.

Section 5. That boundary lines of the territory to be annexed to the Springfield Park District are as described in the Ordinance of the City of Springfield by which said territory was annexed to the City of Springfield, all as attached hereto and by reference incorporated herein.

Section 6. That all of the territory described in this Ordinance and attachments be and the same is hereby annexed to the Springfield Park District.

Section 7. That the Secretary of the Springfield Park District be and he is hereby directed to file a certified copy of this annexing Ordinance and attachments and the maps forming a part hereof the Office of the County Clerk of Sangamon County, Illinois.

Section 8. This ordinance shall become effective upon its passage.

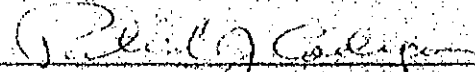
Presented this 16th day of March, 1988.

Approved this 16th day of March, 1988.

Passed this 16th day of March, 1988.

Recorded in the office of the County Clerk of Sangamon County,
Illinois, this 21st day of March, 1988.

Recorded in the Recorder's Office of Sangamon County, Illinois,
this 21st day of March, 1988.



Patrick J. Cadigan, President
Board of Trustees
Springfield Park District

Attest:



John F. Linxwiler, Secretary

AN ORDINANCE ANNEXING CERTAIN DESCRIBED
PROPERTY LOCATED AT 3500 BUCKEYE DRIVE
TO THE CITY OF SPRINGFIELD.

WHEREAS, Connie Catron, Ines C. Hoffman, Lois G. Schnepp and George C. Hoffman, have filed their verified petition duly executed and sworn, requesting that the City annex the following described property:

Part of the Southeast Quarter of the Southwest Quarter of Section 7, Township 15 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows: From the Northwest corner of aforesaid Quarter-Quarter Section, N.90°-00'-00"E., on the quarter-quarter section line, 184.99 feet, thence S.00°-00'-00"E., 30.0 feet; thence S.27°-08'-31"E., 624.95 feet to the point of beginning; thence N.62°-51'-29"E., 330.00 feet; thence S.27°-08'-31"E., 359.90 feet; thence N.89°-52'-00"E., 76.30 feet; thence S.00°-08'-00"E., 435.60 feet; thence S.89°-52'-00"W., 330.00 feet; thence N.00°-13'-00"E., 204.22 feet; thence N.27°-08'-31"W., 451.40 feet to the point of beginning, containing 5.693 acres, more or less.

WHEREAS, said property is contiguous to the City of Springfield; that no part thereof is included in the corporate limits of any municipality; that said Petitioners are the owners of said property; and that no electors reside upon or occupy any lands within the above described territory; and

WHEREAS, the Trustees of the Rochester Fire Protection District, the Rochester Township Board of Trustees and Rochester Township Commissioner of Highways have been given notice of this annexation in accordance with Section 7-1-1, Chapter 24, as amended, of the Illinois Revised Statutes, (1985).

Now, Therefore, Be It Ordained By The Council Of The City Of Springfield, Illinois

Section 1: That the above described property be and the same is hereby annexed to the City of Springfield, Illinois, pursuant to the provisions of Section 7-1-8, Ch. 24, of the Illinois Revised Statutes, (1985).

Section 2: Upon annexation, the above described area shall be placed in an "R-2" zoning classification pursuant to Section 49.1.7(a) of the Springfield Zoning Ordinance. The City Zoning Administrator is directed to amend the zoning map accordingly.

Section 3: A certified copy of this Ordinance together with an accurate map of the annexed territory shall be filed for recordation in the Sangamon County Recorder of Deeds Office, filed with the Sangamon County Clerk and sent by certified or registered mail to the election authorities having jurisdiction in the territory annexed, the post

office branches serving the territory annexed, and the Clerk of the Township from which said territory has been annexed.

PASSED: March, 1988

SIGNED: March, 1988

RECORDED: March, 1988

Orni G. Field
MAYOR

ATTEST: Norina J. Grace
CITY CLERK

Approved as to legal sufficiency:

Douglas M. Kelly
Office of the Corporation Counsel

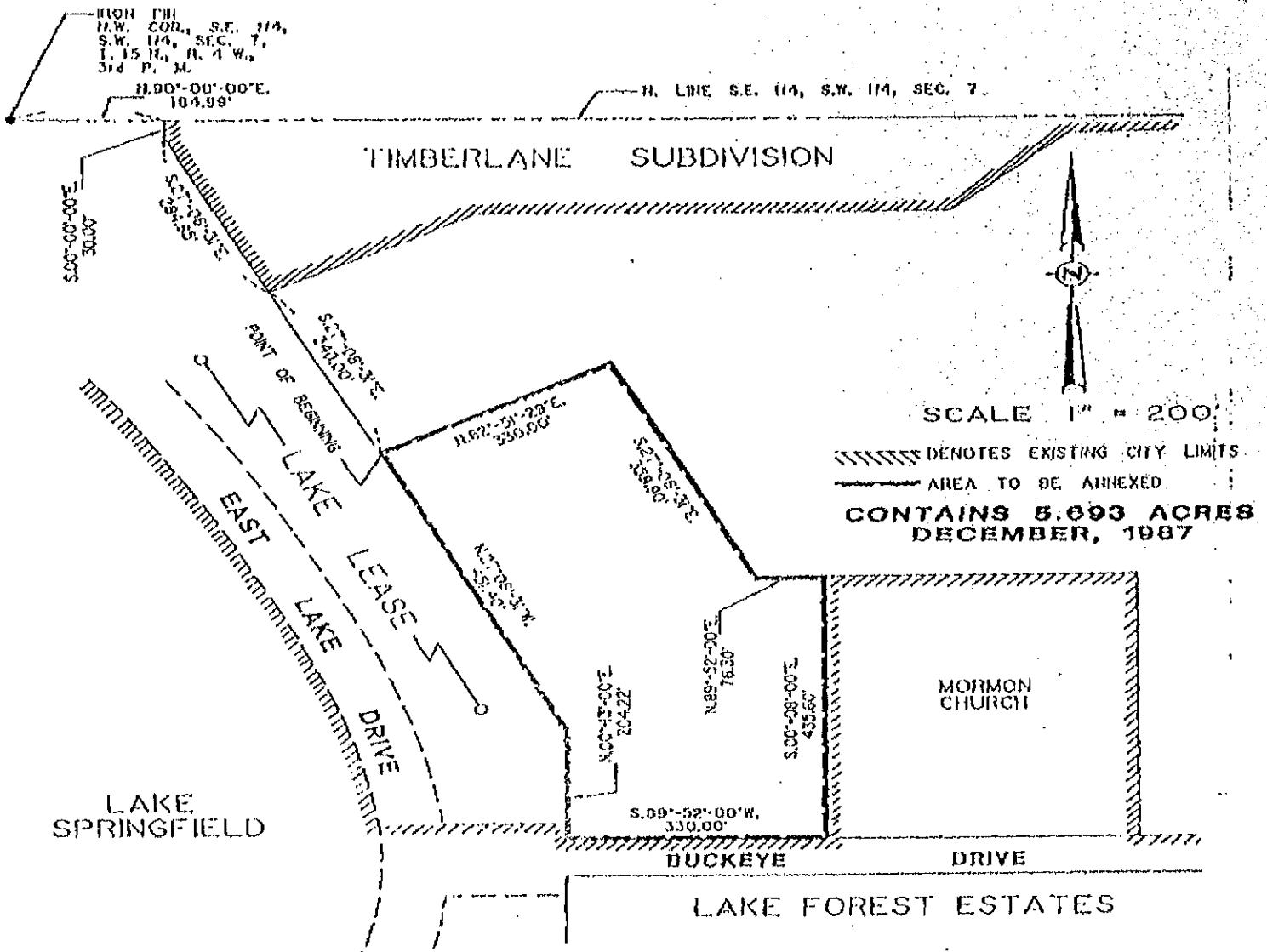
RETURN: SPRINGFIELD PARK DISTRICT
P.O. Box 5052
SPRINGFIELD, IL 62765-5052

FOR: DUAL DEVELOPMENT CO.
4735 INDUSTRIAL PARK
SPRINGFIELD, IL 62703

FROM: ALBERS ENGINEERING, P.C.
960 CLOCK TOWER, SUITE D
SPRINGFIELD, IL 62704

ANNEXATION PLAT

Part of the Southeast Quarter of the Southwest Quarter of Section 7, Township 15 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows: From the Northwest corner of aforesaid Quarter-Quarter Section, N.90°-00'-00"E., on the quarter-quarter section line, 184.99 feet, thence S.00°-00'-00"E., 30.00 feet, thence S.27°-08'-31"E., 624.95 feet to the point of beginning, thence N.62°-51'-29"E., 330.00 feet, thence S.27°-08'-31"E., 359.90 feet, thence N.09°-52'-00"E., 76.30 feet, thence S.00°-08'-00"E., 435.60 feet, thence S.09°-52'-00"W., 330.00 feet, thence N.00°-13'-00"E., 204.22 feet, thence N.27°-08'-31"W., 451.40 feet to the point of beginning, containing 5.693 Acres, more or less.



I DO HEREBY CERTIFY THAT THE FOREGOING MAP IS A TRUE REPRESENTATION OF THE PROPERTY TO BE ANNEXED INTO THE CITY OF SPRINGFIELD.

Joseph G. Albers
 JOSEPH G. ALBERS NO. 1869
 ALBERS ENGINEERING, INC.

