

24

**DECLARATION OF EASEMENTS,
CONDITIONS AND RESTRICTIONS RELATING TO
DEERFIELD COMMON AREAS AND
DECLARATION OF PROTECTIVE COVENANTS**

10-23-95
95-36660

This declaration of easements, conditions and restrictions relating to Deerfield Common Areas made on the date hereinafter set forth by and between Oak Park Subdivision Corp., an Illinois corporation, of Springfield, Illinois, hereinafter referred to as "Oak Park," and IAA Trust Company of Bloomington, Illinois, Trustee under Trust Agreement dated November 29, 1985, and known as Trust No. P1158 and IAA Trust Company of Bloomington, Illinois, Trustee under Trust Agreement dated November 29, 1985, and known as Trust No. P1159, hereinafter referred to as "IAA Trust."

WITNESSETH:

WHEREAS, IAA Trust is the owner of certain property in Sangamon County, Illinois, which is more particularly described in Exhibit "A" attached hereto; and

WHEREAS, Oak Park is the owner of certain property adjacent and contiguous to the aforesaid property set forth in Exhibit "A," such property is more particularly described in Exhibit "B" attached hereto; and

WHEREAS, the property described in Exhibit "B" constitutes, comprises, and is known as "Deerfield First and Second Addition"; and

WHEREAS, only residential units will be located in and upon Deerfield First and Second Addition; and

WHEREAS, the property described in Exhibits "A" and "B" constitutes and comprises the entire planned Deerfield Subdivision; and

WHEREAS, residential units and non-residential structures and entities will be located in and upon the property described in Exhibit "A"; and

WHEREAS, this Declaration of Easements, Conditions and Restrictions relating to Deerfield Common Areas and this Declaration of Protective Covenants shall apply to Deerfield First and Second Addition and that area or portion of the real estate described in Exhibit "A" which is developed for residential purposes; and

WHEREAS, this Declaration of Easements, Conditions and Restrictions relating to Deerfield Common Areas and Declaration of Protective Covenants shall not apply to any area

000564

or portion of the real estate described in Exhibit "A," which is developed for any purpose other than a residential purpose; and

WHEREAS, that area or portion of the real estate described in Exhibit "A," which will be utilized for non-residential purposes, shall be subject to a Declaration of Easements, Conditions and Restrictions relating to Common Areas and a Declaration of Protective Covenants when recorded by the owner thereof; and

WHEREAS, no common drainage or retention areas or other common areas are located in Deerfield First and Second Addition (Exhibit "B"); and

WHEREAS, the common drainage and retention areas and other common areas are to be located, upon completion of each phase of Deerfield Subdivision in, on and upon the property described on Exhibit "A"; and

WHEREAS, the common drainage and retention areas and other common areas to be located in, on and upon the property described in Exhibit "A" will benefit Deerfield First and Second Addition (Exhibit "B"); and

WHEREAS, the easements, covenants, conditions and restrictions relating to Deerfield common drainage or retention areas and other common areas set forth herein shall have no force or effect until and unless Oak Park obtains ownership of a part or all of the property set forth in Exhibit "A" and records a supplemental declaration with the Office of the Sangamon County Recorder of Deeds stating and identifying, by legal description, the common drainage or retention areas and other common areas and the additions to Deerfield Subdivision containing such common areas; and

WHEREAS, the Protective Covenants set forth herein shall apply as of the date hereof to Deerfield First and Second Addition; and

WHEREAS, the Protective Covenants set forth herein shall not apply to the property described in Exhibit "A" until and unless Oak Park acquires ownership of a part or all of such property and records a supplemental declaration with the Office of the Sangamon County Recorder of Deeds identifying, by legal description, the property acquired to which such protective covenants shall apply; and

WHEREAS, the provisions contained herein in respect to the Deerfield Homes Association shall apply, as of the date hereof, to Deerfield First and Second Addition; and

WHEREAS, the provisions in respect to Deerfield Homes Association shall not apply to the property described in Exhibit "A" until and unless Oak Park acquires ownership of a part or all of said property and records a supplemental declaration with the Office of the

Sangamon County Recorder of Deeds identifying, by legal description, the property acquired to which such Deerfield Homes Association provisions shall apply; and

WHEREAS, the parties desire to provide for the proper use and maintenance of certain lands herein referred to as "Deerfield Drainage Area" for the primary purpose of maintaining said Area in a clean and unobstructed manner as a drainage area and easement for the benefit of the Properties as said Drainage Area was originally designed for such drainage purposes; and to provide for such recreational uses as the unit owners may permit from time to time upon such Drainage Area to the covenants, restrictions, easements, charges, assessments, and liens, as hereinafter set forth; and

WHEREAS, the parties have caused or are about to cause to be incorporated a non-profit corporation called Deerfield Homes Association for the purpose of maintaining and administering the "Drainage Area" or other Common Areas, if any, as hereinafter defined and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, the parties declare that the aforesaid Properties is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, assessments and liens hereinafter set forth, which shall run with the Properties and be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

This instrument is not a declaration of condominium nor a master association under the Illinois Condominium Act (765 ILCS 605/1 et seq.). It is not contemplated that the association to be formed hereunder will render any services to or maintain improvements upon any of the Units as herein described. Any reference to the Illinois Condominium Property Act herein is for the purpose of acknowledging that the Owners may, collectively, constitute a "Common Interest Community" under said Act.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Deerfield Homes Association, its successors and assigns.

Section 2. "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons, of any Private Unit, Apartment Unit or Undeveloped Unit which is a part of the

Properties, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu thereof.

Section 4. "Properties" shall mean and refer to that certain real property described in Exhibits "A" and "B."

Section 5. "Common Area" shall mean and refer to those areas of lands shown or to be shown on the recorded subdivision plat or plats of the Properties including lands designated thereon as "Drainage Area" or "Deerfield Drainage Area." Each such area as designated on each respective plat is to be owned by the Association prior to the conveyance of the lots shown on each such plat, together with any improvements on said Common Area, and shall be held, managed, and maintained by the Association for the use and benefit of all owners of the Properties from time to time pursuant to the Covenants and Restrictions hereinafter set forth.

Section 6. "Private Unit" shall mean and refer to: (a) any part of the Properties within a recorded subdivision used or intended for use for a single family dwelling; or (b) any portion of a building upon the Properties within a recorded subdivision and the yard or patio appurtenant thereto designated, intended for use and occupancy as a residence by a single family and surveyed for separate record ownership; or (c) any portion of a building upon the Properties within a recorded subdivision designated, intended for use and occupancy as a residence by a single family and which is owned by the occupant thereof.

Section 7. "Apartment Unit" shall mean and refer to such part or parts of the Properties shown on any recorded subdivision plat of the Properties improved with or intended to be improved with a building containing two or more single family dwelling units and which are not Private Units, and all of which is owned by the same Owner.

Section 8. "Undeveloped Unit" shall mean any part or parts of the Properties which is not a Private Unit or Apartment Unit all of which is owned by the same Owner.

ARTICLE II **DEERFIELD HOMES ASSOCIATION AND COMMON AREAS**

A. PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Unit subject to the following provisions:

- (a) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and

subject to such conditions as may be agreed by the Association. Any such dedication or transfer shall be subject to the agreement, consent and approval of the City Engineer. No such dedication or transfer shall be effective unless the City Engineer has consented to and approved such dedication or transfer. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer and condition is signed by persons holding two-thirds (2/3rds) of the votes of each class of members agreeing to such dedication or transfer and such instrument has been recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois.

- (b) The right of the Association to adopt rules and regulations governing the use and enjoyment of the Common Area, and to suspend the voting rights of, and rights to the use of the recreational facilities located in and upon the Common Area by, an owner for a period not to exceed sixty (60) days for any infraction of such adopted and published rules and regulations.
- (c) The right of the Association to suspend the voting rights and rights to the use of the recreational facilities, if any, located in and upon the Common Area by an Owner for any period during which any assessment against his Unit remains unpaid.
- (d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of assuring that the Drainage Area continues to function in accordance with its original design. The common areas shall, under no circumstances, be mortgaged or encumbered.
- (e) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure.
- (f) The restrictions of use of the Common Area as set forth in Section E of Article II.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside in his Unit.

B. MEMBERSHIP AND VOTING RIGHTS

Each Owner of a Private Unit, Apartment Unit or Undeveloped Unit, who is subject to assessment shall, by reason of ownership of such Unit, be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Unit which is subject to assessment.

The votes to which Unit Owners shall be entitled is as follows:

- (a) Private Unit Owners shall be entitled to one vote for each Private Unit owned;
- (b) Apartment Unit Owners shall be entitled to one vote; and
- (c) Undeveloped Unit Owners shall be entitled to one vote for each 12,000 square feet of land or fraction thereof.

When more than one Owner holds an interest in any Unit, all such Owners shall be members, provided that the vote or votes for such Unit or Units shall be exercised as such Owners shall, among themselves, determine, but in no event shall more votes be cast than granted in this Section B.

C. POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Duties. The Association shall have the following duties:

- (a) To maintain and repair the Deerfield Drainage Area for the Properties substantially as designed and constructed originally.
- (b) To improve, maintain and repair the Deerfield Drainage Area and other Drainage Areas or Common Areas, if any, and to replace improvements thereon when necessary, all of which may include, but not be limited to, entrances, grass areas, flower gardens, shrubs, trees, plants, curbs, walkways, drainage and lighting facilities and recreational facilities and other parts and accessories in and to the Common Area which will not impede the drainage of any Common Area designed for drainage purposes.
- (c) To pay all real estate taxes levied against the Common Area.
- (d) To obtain and provide public liability, casualty and other such insurance deemed necessary by the Association for the Common Area, as more specifically set forth herein in Section D.
- (e) To do and perform such other things as may from time to time be necessary to maintain the quality and appearance of the Common Area.

Section 2. Powers. The Association shall have the following powers:

- (a) To fix, levy and collect both general and special assessments as Common Area costs, or otherwise, against each Unit as hereinafter set forth in Section D for

the purpose of performing its duty to maintain and repair the Common Area and to replace items therein when necessary pursuant to Section C(1)(b) of this Article.

- (b) To collect and pay as a Common Area cost such real estate taxes as are levied against the Common Area.
- (c) To collect as a Common Area cost, or otherwise, and to pay the premiums for such public liability, casualty and other insurance for the Common Area deemed necessary by the Association, and in its discretion, establish trust funds to the extent authorized by and in accordance with the Illinois Condominium and Common Interest Community Risk Pooling Trust Act, as amended from time to time.
- (d) To adopt and publish such rules and regulations that from time to time it deems necessary for the enjoyment by the Owners of the Common Area, and to amend such rules and regulations as it deems necessary.
- (e) To promote and encourage neighborhood meetings and activities to address matters in the area which may affect the quality of living which is common to all residents or future residents of the Properties from time to time.
- (f) To perform any of the acts necessary to exercise its rights reserved herein.

D. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Oak Park Subdivision Corp., for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit or Units by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association assessments or charges to be fixed, established, levied, and collected from time to time as hereinafter provided, which assessments shall include, but not be limited to, real estate taxes levied against the Common Area, liability and casualty insurance, and other items necessary for the maintenance of the Drainage Area and other Common Area, as herein provided. The assessments, both general and special, together with interest and costs of collection thereof, including, but not limited to, reasonable attorney fees, shall be a charge on the land and improvements thereon, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs of collection thereof, including, but not limited to, reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Payment of Annual Assessments. Prior to the beginning of each calendar year, the Association, by its Board of Directors, shall prepare a Budget for the ensuing calendar year and such Budget shall cover the estimated costs of maintaining the Common Area and performing all of the obligations and exercising the powers established under this Declaration. On the basis of this Budget, the assessment for the Owners of the Units for the ensuing year shall be established by the Association and allocated to each Owner by a fraction, the numerator of which is the Owner's vote or votes to which he is entitled and the denominator of which is the aggregate of the votes of all owners as of the first day of the assessment year. The assessments shall be paid semi-annually on the first day of January and the first day of July of each year and shall be deemed delinquent if not paid within thirty (30) days thereafter. At the end of each calendar year, the Association shall determine, as soon as reasonably possible, all of the costs incurred in that year, and if the costs have exceeded the Budget, the deficiency shall be taken into account and defrayed as part of the Budget for the following calendar year. Because of the time lag in assembling costs at the end of a year, the semiannual assessment can be determined in accordance with the new Budget and any deficit as a result of using the old semiannual assessment shall be made up in the new semiannual assessment. If there is an excess of money collected from the semiannual assessment over the costs for such year, such excess shall also be taken into account in preparing the Budget for the following calendar year. All computations relating to obligations to be performed under this Declaration shall be accomplished in accordance with accepted accounting practices, and as part of the Common Area cost, the Association shall employ a Certified Public Accountant to render a written audit of its operations for each calendar year and a copy of such written audit shall be given to the Owner of each Unit.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for by Section D(2) shall commence on January 1, 1996. Written notice of the annual assessment shall be sent to every owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding on the Association as of the date of its issuance.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property relating thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, provided, however, that no such assent shall be required for providing funds for or repaying funds borrowed for maintaining the Drainage Area to drain water in accordance with its original design.

Section 5. Notice and Quorum for any Action Authorized Under Section D(4). Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, vacancies to his Unit or abandonment of his Unit.

Section 7. Subordination of the Lien to Mortgages. The lien on the assessments provided for herein shall be subordinate to the lien on any first mortgage now or hereafter placed upon any property subject to assessment. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such mortgage foreclosure or proceeding in lieu thereof shall not, however, extinguish the personal obligation of the Owner for such assessment. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

E. INSURANCE

Section 1. Liability Insurance. The Association shall obtain public liability insurance covering all of the Common Area and insuring the Association and the Owners as its and their interest may appear in such amounts as the Association may determine from time to time; provided, however, that the minimum amount of coverage shall at no time be less than Five Hundred Thousand Dollars (\$500,000) for personal injury to any one person and One Million Dollars (\$1,000,000) for personal injuries suffered in any one incident. Premiums for the payment of such liability insurance shall be assessed against the Units as part of the Common Area cost, and allocated among all of the Units as provided in Section D. Each Owner shall be responsible for obtaining and paying for his personal liability insurance.

Section 2. Casualty and Other Insurance.

- (a) Purchase of Insurance on Common Areas. All personal property included in the Common Area and/or owned or used by the Association, if any, may be, but is not required to be, insured for its replacement value, and the Association shall maintain workmen's compensation insurance and such other insurance as the Association deems necessary. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Units as part of the Common Area cost, and spread among all of the Units as provided in Section D herein.
- (b) Loss Payable Provisions. All liability and workmen's compensation insurance policies purchased by the Association shall be for the benefit of the Association, and all policies of casualty insurance covering the Common Area shall have a loss payable clause in favor of the Association, and any and all proceeds for any loss shall be paid to the Association, or its successors, for the use and benefit of the Association. The Association shall be the agent for all of the Owners of Units for the purpose of negotiating and settling all claims against the insurance company involved, and may, in its discretion, establish trust funds to the extent authorized by and in accordance with the Illinois Condominium and Common Interest Community Risk Pooling Trust Act, as amended from time to time. (765 ILCS 605/12.1 et seq.)
- (c) Utilization of Insurance Payments. In the event of a casualty loss to insured improvements within the Common Areas and the proceeds of the insurance are paid to the Association for such loss or damage, the Association shall enter into a contract with a reputable contractor authorized to do business in Sangamon County, Illinois, for the repair and restoration of such damaged property. The Association shall determine the amount of money required to rebuild or repair, and if there are insufficient insurance proceeds in the hands of the Association to pay for such repairs, then the deficiency shall be supplied by the Association and such deficiency shall be borne by and assessed to all of the Owners of Units as provided in Section D herein. If the insurance proceeds are sufficient for, or in excess of, the amount needed for said repairs, then the Association shall have the property repaired and any surplus or excess shall be credited against the Common Area cost. The Association prior to and during reconstruction and repair shall disburse moneys from the proceeds of the insurance award only for the repairs and restoration and only upon the written invoice of the contractor and inspection of the work by the Association. All moneys shall be paid by the Association directly to the contractor performing the repair work, who shall deliver to the Association releases and waivers of liens from all parties who furnish work, labor, services and materials for said repair and restoration. The Association shall assume the responsibility of determining the payments for the

repair and restoration have properly been made from such insurance proceeds. Notwithstanding anything in the foregoing provisions of this subparagraph (c) to the contrary, the Board of Directors of the Association shall not be obligated to repair and restore such damaged property where, in its sole discretion, said Board determines that it is in the best interest of the Association, and its members as a whole, to remove such damaged property and use the net properties or the improvement of other existing properties or as a credit against the Common Area costs.

F. REGULATIONS OF COMMON AREA

In addition to the foregoing General Restrictions, all uses of the Common Area shall be bound by the following restrictions:

- (a) There shall be no obstruction of the Common Area nor shall anything be stored in the Common Area without the prior consent of the Association.
- (b) No vehicle with an internal combustion engine of any type shall be permitted upon any part of the Common Area.
- (c) No Owner shall permit anything to be done or kept in the Common Area which would be a violation of any law. No waste shall be committed in the Common Area.
- (d) No animals or poultry of any kind shall be raised, bred or kept in the Common Area.
- (e) No storage sheds, out buildings or similar structures shall be located in or upon any Common Area.
- (f) No noxious or offensive activity shall be carried on in the Common Area nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or their tenants.
- (g) No clothes, sheets, blankets or laundry of any kind or other articles shall be hung out or exposed on any part of the Common Area. The Common Area shall be kept free and clear of rubbish, debris and other unsightly materials.
- (h) Nothing shall be altered or constructed in or removed from the Common Area except upon written consent of the Association.

G. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Article I. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, or restrictions by judgment or court order shall not affect any other provision or provisions hereof, which shall remain in full force and effect.

Section 3. Amendment. The restrictions, conditions, covenants, reservations, liens and charges are to run with the land and shall be binding on all parties and all persons claiming under them for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Except as to the provisions herein relating to the Drainage Areas, this Declaration may be amended during the first thirty (30) year period by an instrument signed by the then record owners of no less than ninety percent (90%) in area of the lands to which this Article I applies, exclusive of the Common Area, and thereafter by an instrument signed by the then record owners of seventy-five percent (75%) of area of land to which this Article I applies, exclusive of the Common Area. Any amendment must be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois.

Section 4. Construction. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

ARTICLE III **PROTECTIVE COVENANTS**

Oak Park Subdivision Corp., hereinafter referred to as "Developer," is the owner of the real property described in Exhibit "B" of this declaration and is 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. Developer, therefore, hereby declares that the property described in Section A of Article III hereof is held and shall be transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

A. DESCRIPTION

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 described in Exhibit "B" attached hereto and that portion of the property described in Exhibit "A" which is to be utilized for residential purposes.

B. CONDITIONS, RESTRICTIONS AND COVENANTS

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 setbacks from streets and adequate free space between structures and in general to provide adequately for a high-type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of building sites therein, the real property described in herein is hereby subjected to the following conditions, restrictions, covenants, reservations and charges:

- (1) No building site shall be used except for single family or duplex 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, an attached private garage or garages. No sheds or outbuildings shall be located on any building site.
- (2) No building shall be erected, placed or altered on any building site until and unless 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 location with respect to topography and finished grade elevation and building lines. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building setback line unless similarly approved. The Architectural Control Committee shall not approve any external designs which do not include some brick on the front walls of each dwelling structure. The Architectural Control Committee shall be composed of Robert J. Barker, Morton D. Barker, Jr., and John A. Barker. 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 and location within thirty days after said plans and specifications and plot plans have been submitted to it and 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 the longer), such approval will not be required and this covenant will be deemed to have been complied with. 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, 2020, and thereafter the approval described herein 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.

- (3) During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Architectural Control Committee, or any agent of such Committee, shall have the right to enter upon and inspect, during reasonable hours, any building site on the above-described real estate and the improvements thereon for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.
- (4) The failure of the Architectural Control Committee, any building site owner or the present owner of the above-described real estate to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property or any part thereof is subject shall, in no event, be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.
- (5) The approval of the Architectural Control Committee of any plans and specifications, plot plan, grading or other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by said Committee of its right to withhold approval as to similar or other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the said Committee nor any member thereof, nor the present owner of said real estate shall be in any way

responsible or liable for the loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof or the present owner of said real estate.

- (6) There shall not be erected, placed or suffered to remain any dwelling or other building on any building site having an area of less than 4,500 square feet.
- (7) No one-story single family dwelling shall be permitted on any building site unless the ground floor area of each such dwelling unit of the main structure, exclusive of one story open porches and garages, is not less than 1,400 square feet, and no single family dwelling of more than one story shall be permitted on any building site unless the total floor area of the dwelling unit, exclusive of open porches and garages, is not less than 1,650 square feet.

No one-story duplex shall be permitted on any building site unless the ground floor of each dwelling unit of the main structure, exclusive of one-story open porches and garages, is not less than 1,200 square feet. No two-story duplex shall be permitted on any building site unless the total floor area of each dwelling unit, exclusive of open porches and garages, is not less than 1,450 square feet.

- (8) Within six (6) months after a dwelling on any building site has been occupied for the first time, any area within each building site which lies between the pavement of an adjacent street and the building setback line as shown on the recorded plat shall be sodded, except where displaced by other landscaping, sidewalks and permitted driveways, and shall be further landscaped with no less than two trees and shrubbery, decorative stone, gravel or the like, which landscaping, exclusive of the cost of the sod and labor, shall have an aggregate cost of not less than Two Hundred Fifty Dollars (\$250).
- (9) No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. There shall be established and maintained on each building site, side yards aggregating fifteen (15) feet, neither of which side yard shall be less than seven (7) feet.
- (10) No building other than a dwelling shall be located on any building site nearer than 30 feet, measured toward the interior of the building site, from any said building setback line as shown on said plat nor nearer than seven (7) feet from any interior building site line. For the purpose of this paragraph (10), caves,

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.

- (11) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat. In addition, for a period of two (2) years after the date of an initial conveyance of each building site by the Developer, Developer further reserves an easement and the right upon, over, and under additional areas of each such building site to maintain and correct the drainage of surface water which Developer, in its sole discretion, determines to be beneficial for the health, safety, and appearance of all building sites within the described property and adjacent subdivisions. The Developer shall not have the right upon such additional areas to remove or damage any permanent structure upon a building site nor excavate or fill within five feet of any permanent structure without the express written consent of the building site owner except the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any similar action determined by the Developer, in its sole discretion, to be reasonably necessary, provided only that the Developer restores the affected areas to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Developer, an emergency exists which precludes such notice. If the Developer exercises its rights under this paragraph and such correction activities of Developer are caused by the owner or owner's builder changing the existing grade and elevation of the lot, the owner agrees to reimburse the Developer for Developer's costs in restoring the easement to correct any drainage problem caused by such alteration of grade and/or elevation.
- (12) All construction of homes must be diligently pursued to completion within a reasonable period of time after commencement of construction. No home may be occupied until it is 90 percent (90%) complete, which shall include all exterior siding, trim, brick, soffit, roof and concrete driveway. 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.
- (13) No satellite dishes in excess of 18" in diameter or any television towers shall be erected or maintained on any building site.
- (14) 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.

- (15) No sign of any kind shall be displayed to the public view on any building site except 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.
- (16) No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.
- (17) 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.
- (18) No fence, wall, hedge or shrub planting, which obstructs sight lines at elevations between two (2) and six (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 as 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.
- (19) 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.
- (20) All utilities, including telephone, electric and television cables other than for a temporary service during construction, shall be underground.
- (21) Each dwelling shall be connected to public sewer.
- (22) No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any lot for the facilitation and carrying of any trade, business or industry.
- (23) The owner of any vacant lot shall cut the weeds and maintain the same in a proper condition.
- (24) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells,

tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

- (25) During the course of construction, all materials, equipment and dirt from the excavation process shall be stored only on the lot on which construction is underway. Debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or shall be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning of debris shall take place upon the premises. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times. A lot owner or a lot purchaser violating this covenant individually or through his contractor may be assessed by the Developer or the Homeowner's Association up to \$10 per day for violation, if any, occurring after notice is given of any prior violation.
- (26) No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.
- (27) No lot owner or occupant shall permit any commercial vehicle, boat, recreational vehicle, trailer, including without limitation, cargo trailer, camper, boat trailers, house trailers, mobile homes, or carryalls to be parked or stored on the lot, in the driveway, or in the street in front of or along side of the lot for more than 48 hours. This shall not prevent the lot owner or the occupant from storing a commercial vehicle owned by such owner or occupant for use by him in his business in the garage on the premises.
- (28) All swimming pools shall be located in the back yard and shall be screened with a wood privacy fence at least seven feet (7') in height.
- (29) There shall be conducted or allowed on the premises no fair, exhibition, festival, show or other activity that attracts or is intended to attract, divert or collect a large number of persons.

C. APPLICABILITY

In the event any mortgages are foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure and the person or persons who are on such foreclosure become the owner or owners of such property, shall be subject to and bound by, all of the conditions, restrictions, covenants, reservations and charges enumerated herein.

D. DEFINITION

"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.

E. TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, 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.

F. ENFORCEMENT

It is expressly understood and agreed that the conditions, restrictions, covenants, reservations and charges contained herein shall attach to and run with the land, and enforcement shall be by proceedings at law or in equity against any person or persons violating, attempting to violate or threatening to violate any covenant either to restrain violation or recover damages. It shall be lawful not only for the Developer and Developer's heirs, assigns and designees but also for the owner or owners of any lots deriving title from or through the Developer to institute and prosecute any proceedings at law or in equity against the person or persons violating, attempting to violate or threatening a violation of any of the conditions, restrictions, covenants, reservations and charges contained herein.

G. SEVERABILITY

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

IN WITNESS WHEREOF, Oak Park Subdivision Corp. and IAA Trust Company of Bloomington, Illinois, Trustee under Trust Agreement dated November 29, 1985, and known as Trust No. P1158 and IAA Trust Company of Bloomington, Illinois, Trustee under Trust Agreement dated November 29, 1985, and known as Trust No. P1159, have executed this

instrument for the uses and purposes set forth herein on this 17th day of October, 1995.

OAK PARK SUBDIVISION CORP.

IAA TRUST COMPANY OF
BLOOMINGTON, ILLINOIS, TRUSTEE
UNDER TRUST AGREEMENT DATED
NOVEMBER 29, 1985, AND KNOWN AS
TRUST NO. P1158 AND IAA TRUST
COMPANY OF BLOOMINGTON, ILLINOIS,
TRUSTEE UNDER TRUST AGREEMENT
DATED NOVEMBER 29, 1985, AND KNOWN
AS TRUST NO. P1159,

By: [Signature]

By: [Signature]

Its: [Signature]

Its: Trust Officer

EXHIBIT A

All that part of the Southeast Quarter of Section 3 which lies North and West of the right of way of the Chicago and Northwestern Railway Company and all that part of the Southwest Quarter of Section 2 which lies North and West of said railroad right of way, all in Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, containing 163.91 acres, more or less, excluding the following:

1. Deerfield First Addition

Part of the South Half of the Southeast Quarter of Section 3, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, being more particularly described as follows:

Commencing at the southwest corner of said Southeast Quarter; thence South 89 degrees 09 minutes 45 seconds East along the south line of said Southeast Quarter, a distance of 1,190.13 feet to the point of beginning.

From said point of beginning; thence North 00 degrees 00 minutes 00 seconds West, a distance of 454.28 feet; thence North 39 degrees 18 minutes 22 seconds East, a distance of 205.22 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 331.66 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 50.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 180.00 feet; thence South 50 degrees 41 minutes 38 seconds East, a distance of 181.90 feet; thence South 39 degrees 18 minutes 22 seconds West, a distance of 63.90 feet; thence South 50 degrees 41 minutes 38 seconds East, a distance of 130.00 feet; thence North 39 degrees 18 minutes 22 seconds East, a distance of 5.00 feet; thence South 50 degrees 41 minutes 38 seconds East, a distance of 130.00 feet; thence North 39 degrees 18 minutes 22 seconds East, a distance of 16.92 feet; thence South 50 degrees 41 minutes 38 seconds East, a distance of 180.00 feet to the westerly right of way line of the Chicago and Northwestern Railroad; thence South 39 degrees 18 minutes 22 seconds West along said westerly right of way line, a distance of 742.48 feet to the south line of said Southeast Quarter; thence North 89 degrees 09 minutes 45 seconds West along said south line, a distance of

000534

424.33 feet to the point of beginning, containing 13.434 acres, more or less.

2. **Deerfield Second Addition**

Part of the South Half of the Southeast Quarter of Section 3, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, being more particularly described as follows:

Commencing at the southwest corner of said Southeast Quarter; thence South 89 degrees 09 minutes 45 seconds East along the south line of said Southeast Quarter, a distance of 1,614.46 feet to the westerly right of way line of the Chicago and Northwestern Railroad; thence North 39 degrees 18 minutes 22 seconds East along said westerly right of way line, a distance of 742.48 feet to the point of beginning.

From said point of beginning; thence North 50 degrees 41 minutes 38 seconds West, a distance of 180.00 feet; thence South 39 degrees 18 minutes 22 seconds West, a distance of 16.92 feet; thence North 50 degrees 41 minutes 38 seconds West, a distance of 130.00 feet; thence South 39 degrees 18 minutes 22 seconds West, a distance of 5.00 feet; thence North 50 degrees 41 minutes 38 seconds West, a distance of 130.00 feet; thence North 39 degrees 18 minutes 22 seconds East, a distance of 63.90 feet; thence North 50 degrees 41 minutes 38 seconds West, a distance of 181.90 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 375.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence North 84 degrees 17 minutes 22 seconds East, a distance of 50.25 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 10.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence South 84 degrees 17 minutes 22 seconds East, a distance of 50.25 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 589.42 feet to the westerly right of way line of said Chicago and Northwestern Railroad; thence South 39 degrees 18 minutes 22 seconds West along said westerly right of way line, a distance of 261.07 feet to the point of beginning, containing 9.00 acres, more or less.

000585

EXHIBIT B

DEERFIELD FIRST ADDITION

Part of the South Half of the Southeast Quarter of Section 3, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, being more particularly described as follows:

Commencing at the southwest corner of said Southeast Quarter; thence South 89 degrees 09 minutes 45 seconds East along the south line of said Southeast Quarter, a distance of 1,190.13 feet to the point of beginning.

From said point of beginning; thence North 00 degrees 00 minutes 00 seconds West, a distance of 454.28 feet; thence North 39 degrees 18 minutes 22 seconds East, a distance of 205.22 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 331.66 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 50.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 180.00 feet; thence South 50 degrees 41 minutes 38 seconds East, a distance of 181.90 feet; thence South 39 degrees 18 minutes 22 seconds West, a distance of 63.90 feet; thence South 50 degrees 41 minutes 38 seconds East, a distance of 130.00 feet; thence North 39 degrees 18 minutes 22 seconds East, a distance of 5.00 feet; thence South 50 degrees 41 minutes 38 seconds East, a distance of 130.00 feet; thence North 39 degrees 18 minutes 22 seconds East, a distance of 16.92 feet; thence South 50 degrees 41 minutes 38 seconds East, a distance of 180.00 feet to the westerly right of way line of the Chicago and Northwestern Railroad; thence South 39 degrees 18 minutes 22 seconds West along said westerly right of way line, a distance of 742.48 feet to the point of beginning, containing 13.44 acres, more or less.

DEERFIELD SECOND ADDITION

Part of the South Half of the Southeast Quarter of Section 3, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, being more particularly described as follows:

Commencing at the southwest corner of said Southeast Quarter; thence South 89 degrees 09 minutes 45 seconds East along the south line of said Southeast Quarter, a distance of 1,614.46 feet to the westerly right of way line of the Chicago and Northwestern Railroad; thence North 39 degrees 18 minutes 22 seconds East along said westerly right of way line, a distance of 742.48 feet to the point of beginning.

000586

From said point of beginning; thence North 50 degrees 41 minutes 38 seconds West, a distance of 180.00 feet; thence South 39 degrees 18 minutes 22 seconds West, a distance of 16.92 feet; thence North 50 degrees 41 minutes 38 seconds West, a distance of 130.00 feet; thence South 39 degrees 18 minutes 22 seconds West, a distance of 5.00 feet; thence North 50 degrees 41 minutes 38 seconds West, a distance of 130.00 feet; thence North 39 degrees 18 minutes 22 seconds East, a distance of 63.90 feet; thence North 50 degrees 41 minutes 38 seconds West, a distance of 181.90 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 375.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence North 84 degrees 17 minutes 22 seconds East, a distance of 50.25 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 10.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence South 84 degrees 17 minutes 22 seconds East, a distance of 50.25 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 130.00 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 589.42 feet to the westerly right of way line of said Chicago and Northwestern Railroad; thence South 39 degrees 18 minutes 22 seconds West along said westerly right of way line, a distance of 261.07 feet to the point of beginning, containing 9.00 acres, more or less.

67-
JH

SANGAMON COUNTY
ILLINOIS

95-36660

95 OCT 23 PM 1:20

Mary Ann Samuel
RECORDER

RIN:

Oak Park Subdivision Corp
800 First National Bank Bldg
Springfield, IL 62701

*****00587