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SANGAMON COUNTY
ILLINOIS

97-03905

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Mary Ann Sammel
RECORDER

DECLARATION OF COVENANTS AND RESTRICTIONS

Declaration of Covenants and Restrictions pertaining to building and use of parcels now a part of Real Estate situated in Sangamon County, Illinois. Known as Carriage Hills III.

The South Half of the Southwest Quarter of the Southeast Quarter of Section 11, Township 16 North, Range 6 West of the Third Principal Meridian.

Also:

That part of the West 20 acres of the East Half of the Southeast Quarter and that part of the Northwest Quarter of the Southeast quarter of Section 11, Township 16 North, Range 6 West of the Third Principal Meridian, lying South and West of the public road, which runs in a Northwesterly and Southeasterly direction through said land, and all of the North half of the Southwest Quarter of the Southeast Quarter of Section 11, Township 16 North, Range 6 West of the Third Principal Meridian.

Except that part platted as Carriage Hills North, First Plat recorded October 25, 1972 as Document No. 351134.

Situated in Sangamon County, Illinois.

WHEREAS, the owner wishes to provide for the preservation of the values and amenities and the desirability and attractiveness of all parcels hereafter sold or transferred, and which are now a part of said real estate.

NOW, THEREFORE, in consideration of the premises, the owner agrees with any and all persons, firms, corporations or any other entities hereafter acquiring any part of the above described real estate that the same shall be and is hereby subject to the following restrictions and covenants (all hereinafter collectively referred to as "restrictions") relating to the use and occupancy thereof, said restrictions to be construed to be covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the property by acceptance of a deed, contract for deed or other conveyance of any interest in or to said properties, and regardless of whether the same shall be signed by such person and whether or not such person shall otherwise consent in writing shall take such property interest subject to these restrictions and to the terms and conditions hereof and shall be deemed to have assented to the same.

- 1 . No parcel shall be used except for residential purpose . No building shall be erected, altered, placed or permitted to remain on any parcel other than one detached single family residence, and a private garage, attached and/or detached. Storage sheds and/or barns are permitted.
- 2 . The total floor area of the residence, exclusive of basement, porches, patio and garage shall be not less than 1600 square feet.
- 3 . No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding placed on any parcel shall, at any time, be used as a residence, temporarily or permanently.
- 4 . All vacant parcels shall be kept regularly mowed and free of weeds and shall not be permitted to fall into an unsightly condition. This does not apply to the wilderness areas.
- 5 . The exterior of any dwelling or garage constructed upon any parcel shall be fully completed within twelve (12) months after construction has commenced.
- 6 . No animals, raised for commercial sales or production, no swine (hogs).
- 7 . No parcel, or any part thereof, shall be used, either temporarily or permanently, to sell, store, or accumulate used cars, parts therefrom or junk of any kind or character whatever. Rubbish, trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such shall be kept in a clean and sanitary condition.

8. No sign of any kind shall be maintained or displayed on any parcel, or dwelling except one sign of not more than six square feet in area, identifying the occupants of the dwelling. In addition thereto, one sign of not more than nine square feet in area advertising the property for sale or rent, and signs used by contractors during construction of any improvements may be temporarily displayed.
9. No noxious or offensive activity shall be carried on any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. No owner shall park or keep upon it's property, any truck bus or camper in excess of one ton in size nor any motor vehicle which is not operative or which is not used for the ordinary transportation requirements of the people occupying the premises, or any stock car or any other type of racing vehicle, unless the same be kept within an enclosed garage or privacy fence along to side of the house or barn. The fence is to be a minimum of 6' in height and non-transparent.
11. Each owner shall observe all governmental building codes, health regulation, zoning restrictions and other regulations applicable to his parcel. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this declaration, the more restrictive provision shall apply.
12. Carriage Hills III is described on page 1 titled Declaration of Covenants and Restrictions, each person or other party acquiring ownership of a tract, whether by contract for deed or otherwise, shall be subject to all of the terms and conditions of these Covenants and Restrictions.

Provided lastly, that no residence may be constructed which does not fully accord with all applicable zoning rules and regulations including, but not limited to minimum lot width at the building site which is presently 150 feet under the Sangamon County Zoning ordinance, but which is subject to possible change.

13. The entire acreage of 65.02 acres, more or less, above legally described, and each lesser parcel conveyed or transferred therefrom, except non residential building lots, shall be subject to the rights, benefits, duties and liabilities of a certain easement used for ingress and egress (common roadway) and for the installation and maintenance of all utilities including but not limited to WATER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, SEWER, and all other utilities required or desired by the property owners served by the easment.

14. A majority vote shall be necessary to decide any issue. A decision reached by a majority vote is final. Each residential building lot shall have one vote.
 15. The present owner has and does by these presents assess each of the Carriage Hills III tracts that are buildable by the amount of \$200.00 to be paid by the first transferee of title whether same shall be by deed or contract for deed. Said assessment is for the purpose of creating a maintenance fund for maintaining the roadway to be used by all tract owners for ingress and egress. James J. Skeeters is designated as the party to have initial responsibility for the laying out, construction and payment for the common driveway. Each assessment of \$200.00 shall be due and payable in full thirty (30) days after closing. Any non-payment shall be subject to the default provisions in sub-paragraph 17. This assessment applies only to residential building lots.
 16. Upon a majority vote the owners may decide from time to time to further assess themselves any amount deemed necessary for the construction, repair, maintenance or other necessary expenditures in accordance with sub-paragraph 14. The owners may further provide for the due date of any such assessment. Provided, however, that each of the residential lots shall at all times be assessed in equal amounts.
 17. The amount of any unpaid assessment after the due date shall be subject to the addition of interest in an amount determined by majority vote, costs and reasonable attorney's fees incurred in collecting said unpaid assessment. The obligation shall be that of the defaulting owner and any successor in title. In addition thereto, the total amount of any delinquency shall be lien upon the tract or tracts of the defaulting owner and said lien may be enforced in a foreclosure action brought by the non-defaulting owners.
 18. One or more bank accounts may be maintained with control determined by majority vote. Those parties designated to control said account or accounts shall be responsible to all owners for a full accounting upon request of any owner, and in all events not less often than once each year.
- A. Within the easement tract, no structure, planting or other material shall be placed or other material shall be placed or permitted to remain except by authority of a majority vote of the owners. No individual owner shall disturb or alter construction, repairs or maintenance performed pursuant to majority vote of the owners. No vehicle of any nature shall be permitted to park or remain upon the easement tract.

These Covenants and Restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until 2007, after which the said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument in writing, executed by a majority vote as defined in paragraph 14 of the then record owners shall have been recorded in the Office of the Recorder of Deeds of Sangamon County, where in those owners have agreed to change or revoke said covenants in whole or in part.

If the parties hereto or any of them, or their heirs or assigns shall violate or attempt to violate any of the Covenants or restrictions herein it shall be lawful for any person or persons owning any real property originally part of the 65.02 acre tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting such violation and either prevent him or them from so doing or to recover damages or other dues for such violation.

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

IN WITNESS WHEREOF THE REAL ESTATE OWNER JAMES J. SKEETERS HAS HEREWITH SET HIS HAND AND SEAL THIS 31ST DAY OF January 1997

SIGNED: 
JAMES J. SKEETERS

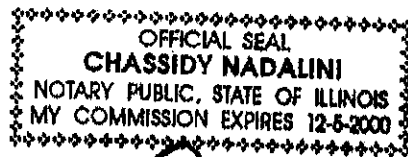
STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

I Chassidy Nadalini A NOTARY PUBLIC and in and for the STATE aforesaid do hereby certify that JAMES J. SKEETERS whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed, sealed, and delivered the foregoing instrument as his free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and seal at SPRINGFIELD, ILLINOIS THIS 31 day of January 1997.

SEAL

Chassidy Nadalini
NOTARY PUBLIC



James J. Skeeters
James J. Skeeters
808 N BRUNS Lane
SPRID IL 62677

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