

DECLARATION OF RESTRICTIONS  
CONCERNING FOX MEADOWS PLAT  
NUMBER 5.

#396969  
5-9-57

This declaration made this 27th Day of September, A. D. 1956 by Helen Runyan and Dorothea Sager, Trustees for the owners of Fox Meadows Plat No. 5, a subdivision of part of the South Half of the North Half of the Southeast Quarter of Section Six (6), and of part of the East Half of the Southwest Quarter of Section Six (6), all in township Fifteen (15) North Range Five (5) West of the Third Principal Meridian in Sangamon County, Illinois.

WHEREAS, declarants desire to subject said property to the following conditions, restrictions and charges for the benefit of said property and its present and subsequent owners:

1. No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot in the subdivision other than one single family dwelling (not to exceed 2½ stories in height) and a private garage. This provision shall not prevent lots 156, 157, 158 and 159 being used for a church rectory, for church parking or church playground.

2. No building shall be permitted on any building site that does not have the following minimum number of square feet of floor space:

(a) One Thousand One Hundred Fifty (1,150) square feet on the first floor, or

(b) Seven Hundred Fifty (750) square feet on each of two floors of a two story house, or

(c) Nine Hundred Fifty (950) square feet on the first floor and Four Hundred Fifty (450) feet on the second floor for a 1½ story house or similar arrangement or 1400 square feet aggregate floor space for the two floors, or

(d) Seven Hundred (700) square feet on each of two levels in a tri-level or hillside house or not less than 1400 square feet aggregate on two of the three levels. The computation of square feet of floor space shall be based on the exterior measurements of the main structure and shall exclude porches, breezeways, garages and utility rooms except a utility room in the main structure.

3. 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 building set-back lines shown on the recorded plat. No building shall be located nearer than ten (10) feet to an interior building site line, thus having a minimum side yard of not less than ten (10) feet. No dwelling shall be located on any building site the front of which dwelling is nearer to the rear lot line than the minimum building set-back line shown on the recorded plat, except that the limitation may be removed as to the front set-back line in reference to steps, eaves and open porches upon the written approval of the Improvement Board and except that the limitation may be removed as to the minimum side yard lines as to steps and eaves upon the written approval of the Improvement Board. No portion of any garage shall be nearer the street line which the front of the dwelling faces than the front line of the dwelling.

4. No building site shall be less than seventy-five (75) feet wide at the minimum building set-back line.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any condition or activity be permitted which will endanger the health or disturb the quiet of any other residents or lot owners.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any building site at any time as a residence either temporarily or permanently. No building shall be occupied for living purposes which is not functionally complete throughout and which is not complete in detail as to the exterior, nor

shall any building materials or paint or building equipment be exposed to public view after occupancy as a dwelling.

8(a). No advertising or signs of any kind shall be placed or suffered to remain upon the premises, except signs of not more than fifteen (15) square feet or of reasonable size, subject to the approval of the Improvement Board, used by a builder, architect, real estate broker or owner to advertise the property during the construction and sales period, and "for sale" or "for rent" signs.

8(b). No lot owner or occupant shall permit any truck or commercial vehicle to be parked or stored on the lot, in the driveway or in the street in front of or alongside the lot. This shall not prevent the lot owner or occupants from storing a truck or commercial vehicle owned by such owner or occupant or used by him in his business in the garage on the premises so long as said vehicle is not exposed to public view.

9. No animals, livestock, poultry, fowl, or game of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

10. No lot 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 in the rear or out of sight from the street.

11. 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 or carrying on of any trade, business or manufacturing, including professional occupations. Nor will any smoke be permitted subject to public view, and if the occasion requires, a smoke prevention device adequate to remedy the situation shall be installed.

12. All construction must be diligently pursued to completion within a reasonable period. Garages must be attached to or connected with either the main structure of the dwelling house, breeze-way, or utility room, except upon written consent of the Improvement Board.

13. Nothing contained in this declaration shall be construed to prevent the erection or maintenance by the Declarant, or its duly authorized agents, of structures or signs for the conduct of its business in connection with said property.

14. There shall be an Improvement Board of three (3) individuals designated by the said trustees, Helen Runyan and Dorothea Sager. In the event of the death, resignation, unwillingness, or incapacity to act of any member or members of the Board, the remaining member or members shall have full authority to designate a successor or successors. In the event of the death or incapacity to act of all the members of the Board, a new Board may be appointed by the then acting trustees.

The right and obligations of the Improvement Board hereby created may be delegated and transferred to a not-for-profit corporation whose members shall consist solely of the owners of the property in Fox Meadows Plat No. 5, Sangamon County, Illinois at any time that the Improvement Board shall deem such action advisable. The rights and duties of the Improvement Board shall include, but not be limited to enforcement of the following:

(a) No building, fence, wall, pole or other structure or any additions or alterations thereto shall be erected, constructed, altered or maintained upon any portion of any building site, unless a complete set of plans, elevations, and specifications and grade elevations therefore, including the exterior color scheme together with a block plan indicating the exact location of the building site and a plan showing the location of the structure on the building site are submitted to and approved in writing by the Improvement Board and a copy of such plans as finally approved deposited for record with

the Improvement Board. The approval of said plans and specification may be withheld not only because of their noncompliance with any of the conditions, covenants, and restrictions contained in this declaration, but also by reason of the reasonable dissatisfaction of the Improvement Board with the proposed structure as being inharmonious or out of keeping with the general plan of improvement of said property or with structures erected on other building sites or such proposed or contemplated structures. The Board's approval or disapproval as required in this covenant shall be in writing. No one shall build contrary to conditions and stipulations that may be outlined in the written approval. In the event the Board or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with. If a dispute arises between the lot owner and the Improvement Board, it shall be settled by one arbitrator agreed upon by the Board and the lot owner or by arbitration of three (3), one chosen by the lot owner, one by the Improvement Board and a third by the first two (2) selected. If the lot owner shall immediately agree to arbitration, no injunction shall be sought by the Improvement Board so long as no work commences.

(b) No landscaping, screen planting, or the removal of any beautifying trees or other shrubs or plantings shall be commenced without the approval of such plans by the Improvement Board. Each property owner shall maintain his lots free from weeds and other unsightly conditions at all times. If this is not complied with, the Board may alleviate the situation at the owner's expense. Each lot owner will after the completion of the dwelling, plant twelve (12) shrubs including at least six (6) evergreens and three (3) trees or flowering trees including one tree of at least three inches in diameter and will sod or seed

and of part of the East Half of the Southwest Quarter of  
of the North Half of the Southeast Quarter of Section Six (6),  
Fox Meadows Plat No. 5 a subdivision of part of the South Half  
Ruyuan and Dorothea A. Sager, Trustees for the owners of the  
the County and State. Fore said do hereby certify that Helen  
I. Mary Lou Miller  
Notary Public in and for

STATE OF ILLINOIS  
} SS  
COUNTY OF SANGAMON

In the office of Recorder of Deeds of Sangamon, County, Illinois.  
Fox Meadows Plat No. 5 herein referred to is recorded  
in full force and effect.

In no wise affect any of the other provisions which shall remain  
any one of these covenants by judgment or court order shall  
restrain violation or to recover damages. Invalidity of  
violating or attempting to violate any covenants either to  
proceedings at law or in equity against any person or persons  
covenants in whole or in part. Enforcement shall be by  
owners of the lots has been recorded, agreeing to change said  
years unless an instrument signed by the majority of the then  
be automatically extended for successive periods of ten (10)  
from the date hereof, after which time, said covenants shall  
claiming under them for a period of twenty-five (25) years  
land and shall be binding on all parties and all persons  
are declared in effect, and these covenants shall run with the  
NOW, THEREFORE, the said conditions and restrictions

or arbitration.  
to exceed \$20.00 in any one year for the cost of such litigation  
owners of all of the lots in the addition may be assessed not  
In this addition shall involve litigation or arbitration, the  
(c) In the event that enforcement of the restrictions  
appropriate landscaping shall be done by the property owner.  
159 are used for church rectory, parking or playground purposes,  
as the weather and season permits. If lots 156, 157, 158 and  
front and back lawns as soon after construction is completed

of Section 6, all in Township Fifteen (15) North, Range Five (5) West of the Third Principal Meridian in Sangamon County, Illinois, appeared before me this day in person and acknowledged that they executed the foregoing plat restrictions as their free and voluntary act, waiving all rights under the Homestead and Exemption Laws of the State of Illinois.

- *Henry Runyan*  
- *Sarah C. Loggins*  
Trustees

Given under my hand and notarial seal this  
Third Day of May, 1957.

*Mary L. Miller*  
Notary Public



Recorded in Book 9337 Page 11

INDEXED

FILED

MAY 9 1957

*Mary L. Miller*

Notary Public

AMENDMENT OF DECLARATION OF RESTRICTIONS  
CONCERNING FOX MEADOWS, PLAT NO. 5, RECORDED  
IN BOOK 771, PAGE 181, IN THE RECORDER'S  
OFFICE OF SANGAMON COUNTY, ILLINOIS.

The undersigned, CARLETON COMPANY, a Delaware corporation, authorized to do business in the State of Illinois, being the owner of all of Fox Meadows Plat No. 5 except that portion owned by Paul M. Cadwell and Jean Cadwell, and PAUL M. CADWELL and JEAN CADWELL, being the owners of part of Lot 97 of Fox Meadows, Plat No. 5 aforesaid, each in consideration of the agreements of the other, do hereby amend the building line setback restrictions in said Fox Meadows, Plat No. 5, in reference to the property hereinafter described, as stated herein:

1. With the consent and approval of the Improvement Board of Fox Meadows, Plat No. 5, the building setback line on the west side of lots on the east side of Warson Road may be changed from forty (40) feet to twenty (20) feet on Lots 102, 146, 147, 154, 155, 156 and 157. The building setback line on the west side of lots on the east side of Warson Road may be changed from twenty (20) to forty (40) feet on Lots 101, 127 and 128.

2. With the consent and approval of the Improvement Board of Fox Meadows, Plat No. 5, the building setback line on the east side of lots on the west side of Warson Road may be changed from twenty (20) to forty (40) feet on Lots 108, 109, 110, 111, 126, 129, 145, 166, 160, 161, 162, 163, 164 and 165.

3. With the consent and approval of the Improvement Board of Fox Meadows, Plat No. 5, the setback line on the north side of Lots 108, 110, 126, 145, 165, 163, 161, 125 and 144 may be changed from forty (40) feet to twenty (20) feet.

4. With the consent and approval of the Improvement Board of Fox Meadows, Plat No. 5, the setback line on the south side of Lots 109, 111, 129, 166, 164, 162, 160, 101,

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128, 98, 112 and 130 may be changed from forty (40) feet to twenty (20) feet.

5. With the consent and approval of the Improvement Board of Fox Meadows, Flat No. 5, the setback line on the north side of Lots 146 and 156, may be changed from twenty (20) feet to forty (40) feet.

6. With the consent and approval of the Improvement Board of Fox Meadows, Flat No. 5, the setback line on the south side of Lot 155 may be changed from twenty (20) feet to forty (40) feet.

The aforesaid Fox Meadows Flat No. 5 is located in part of the East Half of the Southwest Quarter of Section Six (6) and part of the South Half of the North Half of the Southeast Quarter of Section Six (6), all in Township Fifteen (15) North, Range Five (5) West of the Third Principal Meridian, in Sangamon County, Illinois.

DATED this 9th day of April, 1960.

Paul M. Cadwell  
(Paul M. Cadwell)

Jean Cadwell  
(Jean Cadwell)

CARLETON COMPANY, a Delaware corporation,

ATTEST:

Martha Lager  
Secretary

By [Signature]  
President

STATE OF ILLINOIS )  
COUNTY OF SANGAMON ) SS.

I, William J. Quibelain, a Notary Public, in and for said County and State aforesaid, do hereby certify that PAUL M. CADWELL and JEAN CADWELL, personally known to me

to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 9th day of April, 1960.



William H. Chamberlain  
Notary Public

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF SANGAMON )

I, William H. Chamberlain, a Notary Public, in and for said County and State aforesaid, do hereby certify that L. K. SAGER, President, and DOROTHEA SAGER, Secretary of Carleton Company, a Delaware Corporation, appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing Amendment of Declaration of Restrictions Concerning Fox Meadows, Flat Number 5, as their free and voluntary act and as the act of the Carleton Company for the uses and purposes therein set forth.

Given under my hand and official seal this 9th day of April, 1960.



William H. Chamberlain  
Notary Public

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State of Illinois, Sangamon County, I hereby certify that this instrument was filed for record at 11:30 A.M. on APR 22 1960 recorded in 111 of 111 Page 111 in 111 of DEEDS  
Conrad Kelly  
RECORDER

AMENDMENT OF DECLARATION OF RESTRICTIONS  
CONCERNING FOX MEADOWS, PLAT NO. 5, RECORDED  
IN BOOK 771, PAGE 181, IN THE RECORDER'S  
OFFICE OF SANGAMON COUNTY, ILLINOIS.

7-25-62  
# 436195

The undersigned, CARLETON COMPANY, a Delaware corporation, authorized to do business in the State of Illinois, being the owner of all of Fox Meadows Plat No. 5 except that portion owned by Paul M. Cadwell and Jean Cadwell, and PAUL M. CADWELL and JEAN CADWELL, being the owners of part of Lot 97 of Fox Meadows, Plat No. 5 aforesaid, each in consideration of the agreements of the other, do hereby amend the building line setback restrictions in said Fox Meadows, Plat No. 5, in reference to the property hereinafter described, as stated herein:

1. With the consent and approval of the Improvement Board of Fox Meadows, Plat No. 5, the building setback line on the west side of lots on the east side of Warson Road may be changed from forty (40) feet to twenty (20) feet on Lots 102, 146, 147, 154, 155, 156 and 157. The building setback line on the west side of lots on the east side of Warson Road may be changed from twenty (20) to forty (40) feet on Lots 101, 127 and 128.

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6. With the consent and approval of the Improvement Board of Fox Meadows, Plat No. 5, the setback line on the south side of Lot 155 may be changed from twenty (20) feet to forty (40) feet.

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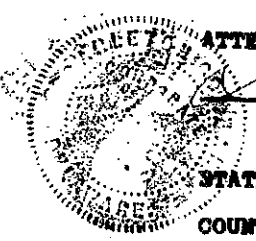
DATED this 9th day of April, 1960.

Paul M. Cadwell  
(Paul M. Cadwell)

Jean Cadwell  
(Jean Cadwell)

CARLETON COMPANY, a Delaware corporation,

By [Signature]  
President



ATTEST:  
[Signature]  
Secretary

STATE OF ILLINOIS )  
COUNTY OF SANGAMON ) SS.

I, William H. Chamberlain, a Notary Public, in and for said County and State aforesaid, do hereby certify that PAUL M. CADWELL and JEAN CADWELL, personally known to me

to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 9th day of April, 1960.



William H. Chamberlain  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF SANGAMON ) SS.

I, William H. Chamberlain, a Notary Public, in and for said County and State aforesaid, do hereby certify that L. K. SAGER, President, and DOROTHEA SAGER, Secretary of Carleton Company, a Delaware Corporation, appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing Amendment of Declaration of Restrictions Concerning Fox Meadows, Plat Number 5, as their free and voluntary act and as the act of the Carleton Company for the uses and purposes therein set forth.

Given under my hand and official seal this 9th day of April, 1960.



William H. Chamberlain  
Notary Public

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NOTARIAL RECORD

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WILLIAM H. CHAMBERLAIN

NOTARY PUBLIC

SANGAMON COUNTY, ILL.

COMPARED

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Principal

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