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DECLARATION OF COVENANTS AND RESTRICTIONS

FINAL PLAT, BREEZY MEADOWS II SUBDIVISION
IN RIVERTON, SANGAMON COUNTY, ILLINOIS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, PHILIP AHO, also known as PHILIP I. AHO, and KAREN M. AHO, (hereinafter referred to as "Developers"), owners of Final Plat of Breezy Meadows II Subdivision (legally described on Exhibit "A" attached hereto) dated 1991 and recorded as Document Number 91-35648 on December 10, 1991 (the "Plat"), hereby certify and declare the Plat to be a true and correct plat of Breezy Meadows II Subdivision in Riverton, Sangamon County, Illinois, and that the Plat was surveyed and platted under their direction, and certify that the Plat is made, and has been recorded, pursuant to the Statutes of the State of Illinois relating to Plats.

Developers further declare that all property in Breezy Meadows II Subdivision is now, and shall hereafter be, subject to the following restrictions and covenants running with the land, which shall be binding on Developers and all persons, including corporations and partnerships claiming by or through them, and on all persons, firms, or corporations hereafter acquiring any of such property.

WHEREAS, it is in the best interest of Developers and every person or other entity hereinafter acquiring any of the heretofore-described property that certain covenants and restrictions governing the regulation and the use and occupancy of the same be established and declared to be covenants running with the land, and

WHEREAS, Developers desire to preserve the values and the desirability and attractiveness of Breezy Meadows II Subdivision.

NOW, THEREFORE, in consideration of the premises, Developers agree with any and all persons, firms, corporations, or any other entities hereafter acquiring any of the said property 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. The restrictions are to be construed to be covenants running with the land and shall be binding on all parties having or acquiring any right, title, or interest in the described properties or any part thereof, and 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 persons and whether or not such persons shall otherwise consent in writing, shall take such property interest subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to the same.

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ARTICLE I
DEFINITIONS

The following words, when used in this Declaration or any supplemental declaration hereto (unless the context shall prohibit), shall have the following meanings:

1. "Developers" means Philip Aho, also known as Philip I. Aho, and Karen M. Aho.
2. "Owner" means the record owner (whether one or more persons or entities) in fee simple in any lot which is part of Breezy Meadows II Subdivision excluding, however, those parties having such interests merely as a security interest for the performance of an obligation.
3. "Lot" means any plot of land designated as a lot on any subdivision plat or survey of Breezy Meadows II Subdivision which shall be a public record.
4. "Dwelling Unit" means a single-family residence.
5. "Declaration" means this Declaration of Covenants and Restrictions.

ARTICLE II
ARCHITECTURAL STANDARDS, USE RESTRICTIONS,
AND MAINTENANCE REQUIREMENTS

Section 1:

A. The requirements contained in these Covenants shall prevail over any ordinances of the Village of Riverton/Sangamon County, Illinois including, but not limited to, those pertaining to zoning and building, to the extent that these covenants and restrictions are more restrictive than said ordinances. The requirements contained in any ordinances of the Village of Riverton/Sangamon County, Illinois shall prevail over these covenants to the extent that the provisions of such ordinances are more restrictive than these covenants.

B. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling, except accessory buildings as permitted by the Village of Riverton/Sangamon County, Illinois Zoning Ordinance. No single-family dwelling shall have more than one (1) attached 3-car garage for each dwelling unit.

C. All dwellings shall be permanently attached to a masonry or concrete foundation on appropriate footings for the climate of the Village of Riverton area. All dwellings shall comply with the requirements of the Village of Riverton/Sangamon County, Illinois

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Zoning Ordinance in all respects including size, location, and height.

D. No residential structure shall be erected or placed on any lot unless it has at least 1,000 square feet of living area per dwelling unit. "Grade level" shall be that level of the lot as established at the building setback line. "Living area" shall be defined as the exterior measurements of the main dwelling structure multiplied by the number of stories, exclusive of porches, breezeways, patios, and garages. No residential structure shall have more than two (2) stories exclusive of basement or crawlspace.

E. On each lot upon which a building is constructed, there shall be a side yard on each side of at least fifteen (15) feet and a front yard of at least thirty (30) feet.

F. Grade levels for each lot shall remain in substantial conformity as existed at the time of platting this subdivision and shall not be altered so as to change or interfere with the drainage from adjoining lots.

G. Minimum setback lines shown on the recorded plat of the properties are intended to be the minimums.

H. Boundary walls, excluding party walls, may be erected and hedges grown, but no higher than three (3) feet in any front yard. Fences and boundary walls shall not exceed six (6) feet in height in a side or rear yard.

I. Swimming pools shall not be nearer than ten (10) feet to any lot line, must be located to the rear of the main dwelling, and must be fenced in accordance with applicable ordinances of the Village of Riverton/Sangamon County, Illinois.

J. Any incineration for garbage, trash, or other refuse shall conform to the rules, regulations, ordinances and the like of Sangamon County, Illinois. Any and all equipment, coolers, refuse, or storage piles placed on a lot (whether temporary or permanent) shall be walled in to conceal them from the view of neighboring lots, roads, streets, or open areas.

K. No lumber, brick, stone, either block, concrete, or other building materials, scaffolding, mechanical devices, or any other thing used for building purposes shall be stored outside on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

L. Exposed above-ground tanks will not be permitted for the storage of fuel or water or any other substance with the exception of LP (propane) tanks.

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M. Outdoor television antennas and satellite dishes shall be restricted to the back yard of a lot.

N. No owner shall excavate or extract earth from any of the lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

O. Stationary outside clothes lines will not be permitted and clothes-hanging devices, such as lines, poles, frames, etc., shall be stored out of sight when not in use.

P. No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any lot or any improvement thereof. A professional sign of not more than five (5) square feet advertising the property "For Sale" will be permitted.

Q. No garage, outbuilding, or other appurtenant structure shall be used for residential purposes, either temporarily or permanently.

R. Construction of any structure shall be completed within twelve (12) months from the date of commencement of construction thereof.

S. No spirituous, vinous, or malt liquors shall be sold or kept for sale in the Subdivision.

T. No trash, garbage, debris, or other waste shall be permitted to accumulate on any lot and all of the same shall be kept in sanitary containers.

U. No person shall park or keep on the streets in the Subdivision, or on any lot, any truck, bus, trailer, or semi-trailer, in excess of one (1) 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, nor any stock car or any other type of racing vehicle, unless the same be kept within an enclosed garage.

V. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat.

W. All front and side yards shall be seeded upon completion of construction of the structures thereon.

Section 2: Maintenance

All lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive

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condition by their owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks, and other exterior improvements.

Section 3: Hobbies and Activities

The assembly or disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly, or unkempt conditions must not be stored outside; any parts of motor vehicles and other mechanical devices must not be stored outside. the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any lot.

Section 4: Animals and Pets

No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any lot, except household pets which may be kept in reasonable numbers as pets for the sole pleasure and purpose of the occupants, but not for any commercial use or purpose. Birds shall be confined to cages.

Section 5: Nuisances and Unsightly Materials

Each owner shall refrain from any act on his lot which could cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No noxious, offensive, or illegal activity shall be carried on upon any lot. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever; nor shall any substance, thing, or material be kept upon any lot which will emit foul or noxious odors or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for pick-up by garbage and trash removal service units.

ARTICLE III
EASEMENTS

Section 1: General

Each lot now or hereafter subject to this Declaration shall be subject to all easements shown or set forth in the recorded Plat of Survey upon which such lot is shown. No structures of any type shall be erected or placed upon any part of a lot which will interfere with the rights and use of any and all easements shown on said recorded Plat. The purposes of these easements shall be to

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provide, install, maintain, and construct and operate drainage facilities now or in the future and utility service lines to, from, and for each of the individual subdivision lots. Within these easements, no structure, planting fence, or other material shall be placed or permitted to remain which may change the elevation, direction, or flow of drainage channels in the easements or obstruct access by any utility company. The easement area of each lot and all improvements in it shall be maintained continuously by owner, except for those improvements for which a public authority or utility company is responsible.

Section 2: Emergency

There is hereby reserved, without further assent or permit, a general easement to all policemen, firemen, ambulance personnel, and all similar persons to enter upon the properties or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

ARTICLE IV
GENERAL PROVISIONS

Section 1: Duration

These restrictions are covenants running with the land and shall be binding and effective for twenty-five (25) years from the date of recordation, at which time they shall be automatically extended for successive periods of ten (10) years each, unless after said 25-year period, it is agreed by the vote of a majority in interest of the then-owners to change, amend, or revoke the restrictions in whole or in part except as they relate to the drainage/detention/retention area. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section 2: Enforcement

If any person, firm, or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm, or corporation owning any property within Breezy Meadows II Subdivision to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other owner or interested party either to prevent said person, firm, or corporation from so doing such acts or to recover damages for such violation. No failure by Developers or any property owner to enforce any of these covenants and restrictions shall be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall not affect any of the other

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provisions and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section 3: Delegation and Assignability

Developers shall, at all times and from time to time, have the right to delegate any and all functions herein reserved to them. Developers shall have the right, at all times and from time to time, to fully transfer, convey, and assign all or any part of their right, title, and interest in any part of the subdivision; any such transferee, grantee, or assignee shall take such rights subject to all obligations and liabilities of Developers with respect thereto and such transferee, grantee, or assignee shall be deemed to have assumed the same and Developers to be released therefrom.

Section 4: Binding Effect

The covenants, agreements, and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors, and assigns of Developers and all persons claiming by, through, or under Developers. These covenants shall be enforced only in the Circuit Court of Sangamon County, Illinois. Any owner, other than Developers found by the Court to have violated these covenants, shall be liable in addition to all other damages and remedies for the costs, expenses, and attorneys' fees of the prevailing party.

Section 5: Sale by Mortgagee

Should any lot now or hereafter made subject to this Declaration become subject to a mortgage, the holder thereof on becoming owner of such interest through whatever means or the seller or purchaser at any sale under a power of sale therein contained, shall be subject to the terms, covenants, and provisions contained herein.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures this 26 day of April, 1993.

Philip Aho
PHILIP AHO, a/k/a PHILIP I. AHO,
Developer

Karen Aho
KAREN M. AHO, Developer

D. J. Gutierrez
Notary Public



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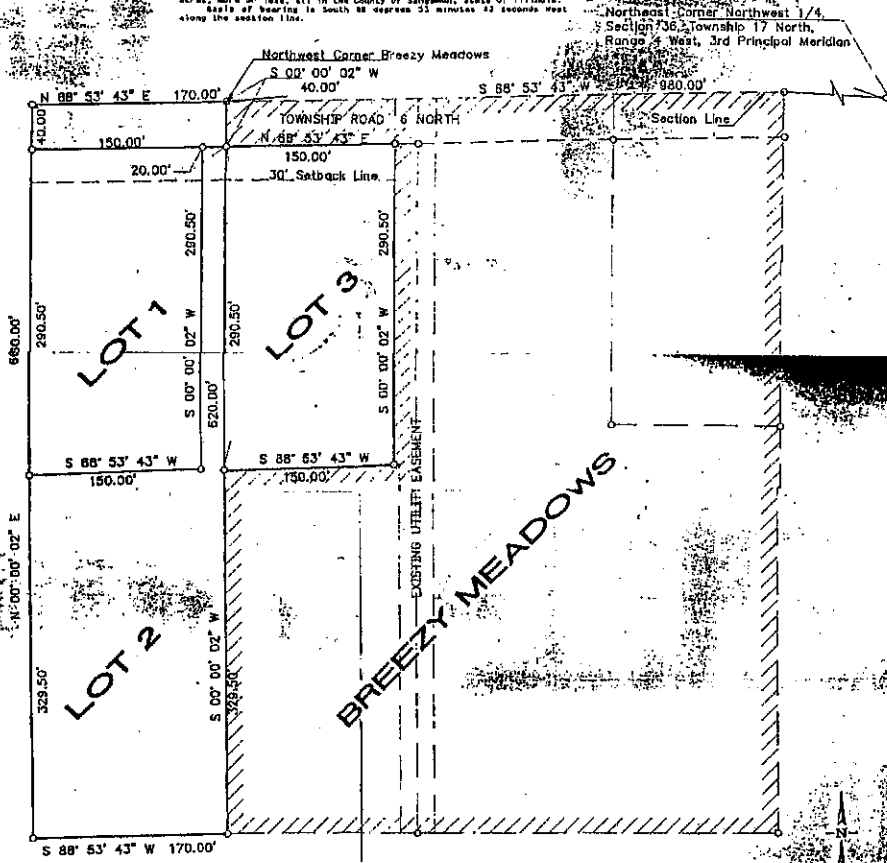
EXHIBIT "A"

FINAL PLAT FOR BREEZY MEADOWS II A MINOR SUBDIVISION

Legal Description

Part of the northeast Quarter of the northwest Quarter of Section 36, Township 17 North, Range 6 West of the Third Principal Meridian, described more particularly as follows:
Commencing at a stone marking the Northwest corner of the Northwest Quarter of the aforementioned Section 36; thence South 88 degrees 53 minutes 43 seconds West along the section line a distance of 280.00 feet to an iron pipe at the Northwest corner of Breezy Meadows Subdivision as recorded in Document No. 12543 in the Office of the Sangamon County Recorder of Deeds; said pipe marks the true point of beginning; thence South 00 degrees 00 minutes 02 seconds West a distance of 40.00 feet to an iron pipe marking the Northwest corner of Lot 3 in Breezy Meadows Subdivision; thence North 88 degrees 53 minutes 43 seconds East along the North Line of said Lot 3 a distance of 150.00 feet to an iron pipe marking the Northwest corner of said Lot 1; thence South 00 degrees 00 minutes 02 seconds West along the East Line of said Lot 3 a distance of 290.50 feet to an iron pipe marking the Southeast corner of said Lot 2; thence South 88 degrees 53 minutes 43 seconds West along the South Line of Lot 2 a distance of 150.00 feet to an iron pipe marking the Southwest corner of said Lot 3; thence South 00 degrees 00 minutes 02 seconds West along the West Line of Breezy Meadows Subdivision a distance of 170.00 feet to an iron pipe marking the Southwest corner of Breezy Meadows Subdivision; thence South 88 degrees 53 minutes 43 seconds West a distance of 170.00 feet to an iron pipe; thence North 88 degrees 53 minutes 43 seconds East a distance of 150.00 feet to an iron pipe on the section line; thence North 88 degrees 53 minutes 43 seconds East along the section line a distance of 170.00 feet to the true point of beginning; said tract contains 3.218 acres, more or less, all in the County of Sangamon, State of Illinois.
Bearing in South 88 degrees 53 minutes 43 seconds West along the section line.

Recorded
Sang. Co. Recorder
91-35648
91-35648



OWNER / DEVELOPER
PHILIP & KAREN AHO
R.R. # 1
RIVERTON, ILLINOIS 62581
(217) 629-7771

ENGINEER / LAND SURVEYOR
GREENE & BRADFORD, INC.
1305 WABASH AVENUE
SUITE G
SPRINGFIELD, ILLINOIS 62704
(217) 763-8844

LEGEND
Stone ■
Iron Pipe ○
Iron Pin ●
Setback Line —

I do hereby certify that in the month of October, 1991
I made a survey of the above described property and the
accompanying plat, correctly represents the results of said
survey.

ILLINOIS PROFESSIONAL LAND SURVEYOR #0260

NOTE: No part of this final plat is located within a special flood hazard area as identified by the Federal Emergency Management Agency.

NO.	DATE	BY

GREENE & BRADFORD, INC.
OF SPRINGFIELD, ILLINOIS

CONSULTING ENGINEERS
LAND SURVEYORS
PROFESSIONAL PLANNERS
(217) 763-8844

SCALE 1" = 60'
DATE: 10-15-91
DRAWN BY: J. DEFRATES
CHECKED BY: J. DEFRATES
PROJECT NO. #1432
PERMITS: ILL. 0000000000
ILLINOIS PROFESSIONAL LAND SURVEYOR #0260

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Feb.

Return to
Philip Aho
RR #1
Riverton, Ill. C25-61

SANGAMON COUNTY
ILLINOIS

93-15429

93 APR 27 PM 12:24

Mary Ann Samuel
RECORDER

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