

**DECLARATION OF
BUILDING RESTRICTIONS
AND
RESTRICTIVE COVENANTS
FOR
HAPPY LANDING FARM,
PLAT 7**

2000R05714

02-15-2000 3:43 PM

SANGAMON COUNTY
ILLINOIS

15.00
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MARY ANN LAMM
SANGAMON COUNTY RECORDER

KNOW ALL MEN BY THESE PRESENTS that the undersigned, TOWN & COUNTRY BANK OF SPRINGFIELD, a banking corporation organized and existing under the laws of the State of Illinois, as Trustee under Trust No. 02-0504-7, being the owner of all of the following- described real estate:

Part of the Southwest Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, further described as follows:

Commencing at a PK Nail marking the Southwest corner of said Section 12; thence North 00 degrees 35 minutes 14 seconds West, measure 577.87 feet along the west line of said Southwest Quarter, Section 12 to the Point of Beginning; thence North 00 degrees 35 minutes 14 seconds West, measure 617.18 feet along the west line of said Southwest Quarter, Section 12; thence North 89 degrees 24 minutes 46 seconds East, measure 30.00 feet; thence South 00 degrees 35 minutes 14 seconds East, measure 512.95 feet; thence North 89 degrees 24 minutes 46 seconds East, measure 250.00 feet; thence along a tangent curve to the right having a radius of 311.48, arc length of 96.00 feet and a chord which bears South 81 degrees 45 minutes 27 seconds East, measure 95.62 feet; thence along a curve to the left having a radius of 261.48 feet, arc length of 80.59 feet and a chord which bears South 81 degrees 45 minutes 27 seconds East, measure 80.27 feet; thence North 89 degrees 24 minutes 46 seconds East, measure 252.66 feet; thence South 00 degrees 35 minutes 14 seconds East, measure 50.00 feet; thence South 23 degrees 14 minutes 11 seconds East, measure 492.77 feet to a point on the centerline of Illinois Route 54 (Wabash Avenue); thence along said centerline, along a non-tangent curve to the right having a radius of 3819.72 feet, arc length of 825.42 feet and a chord which bears South 79 degrees 43 minutes 29 seconds West, measure 823.81 feet; thence North 04 degrees 05 minutes 05 seconds West, measure 60.00 feet to a point on the northerly right-of-way line of said Illinois Route 54 (Wabash Avenue); thence North 40 degrees 02 minutes 44 seconds West, measure 49.06 feet; thence North 15 degrees 22 minutes 14 seconds West, measure 36.55 feet; thence North 00 degrees 35 minutes 14 seconds West, measure 292.64 feet; thence North 04 degrees 39 minutes 38 seconds West, measure 140.78 feet; thence South 89 degrees 24 minutes 46 seconds West, measure 30.00 feet to the Point of Beginning.

Containing 11.013 acres, more or less,

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and being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to the benefit of and pass with said property and each and every parcel thereof, and

shall apply to and bind the undersigned, its successors and assigns, hereby declares that the above-described property is held and shall be transferred, sold and conveyed subject to the following restrictions, covenants and reservations and charges, to-wit:

1. No building site contained in Lot 701 shall be used for any purposes other than those uses allowed under the S-2 zoning classification as set forth in the Zoning Ordinance of the City of Springfield, Illinois, as of the date of this Declaration of Building Restrictions and Restrictive Covenants. Notwithstanding the same, no building site contained in Lot 701 shall be used for residential purposes, and Conditional Permitted Uses in the S-2 zoning classification, as set forth in said Zoning Ordinance, shall not be allowed except for taverns and restaurants with service of alcoholic beverages. No building located upon said Lot 701 shall be erected, altered, placed or permitted to remain on any portion of said lot other than for said purposes.

2. No building or buildings shall be located upon Lot 701 which shall not comply with the following basic yard requirements:

Building Setback along Wabash Avenue:	15 feet minimum
Building Setback along Mercantile Drive:	15 feet minimum
Building Setback along Mitchell Drive:	15 feet minimum
Minimum Side Yard:	0 feet
Minimum Rear Yard:	10 feet

3. No building or structure shall be erected or placed, driveway or fence constructed or improvement installed, placed or altered until the construction plans and specifications and a plan showing the location of the structure (site plan) have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. Said gradelines shall be in conformity with the adjacent building sites and shall not interfere with the drainage from adjoining building sites. No fence or wall shall be erected, placed or altered on any building site nearer to any street line than the minimum building set-back unless similarly approved. The Architectural Control Committee for this Plat is composed of J. Fred Adams, Charles W. Adams, Harold B. Hollis and M.G. Nelson. In the event J. Fred Adams, Charles W. Adams, Harold B. Hollis or M.G. Nelson (Developers) shall be unable to serve, each may designate his successor and, if he fails to designate a successor, the other named persons of the four shall be able to name such successor. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, and its composition failing to be less than four in number, the remaining members shall, within 30 days of such vacancy, designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval shall be in writing. In the event the members of said Committee or the representative or successors fail to approve or disapprove such design or location within 30 days after building plans, specifications and site plan have been submitted to them, such approval shall not be required, and this covenant shall be deemed to be fully met. All submissions shall be sent to Charles W. Adams, 3 North Old State Capitol Plaza, Springfield, Illinois, 62701.

4. No metal building shall be constructed or maintained on any of the lots contained within the Seventh Plat.

5. All utilities, including telephone, electric and television cables, other than for temporary service during construction, shall be underground, except as authorized by the Architectural Control Committee. Transformers and distribution pedestals for main lines and building leaders shall be located only as approved by the Architectural Control Committee.

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6. All compressors and cooling towers used in conjunction with central air conditioning, and all fuel tanks, as approved by the Architectural Control Committee, shall be installed in such a manner as to contribute to the exterior beauty and planning of the building and not to become an annoyance or nuisance to the neighborhood or adjacent property owners.

7. All construction must be diligently pursued to completion within a reasonable period. No building shall be occupied which is not functionally complete throughout and which is not complete in detail as to the exterior, nor shall any building materials, paint or building equipment be exposed to the public view if occupied. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site, either temporarily or permanently, except as authorized by the Architectural Control Committee.

8. No satellite dish to be used for television or data reception shall be erected upon any building site until and unless the size and location of such satellite dish has been approved by the Architectural Control Committee in the manner set forth hereinabove in Paragraph 3.

9. An owner of any vacant building site shall cut the weeds and maintain the same in a clean, sanitary and proper condition.

10. 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.

11. No garbage, waste materials, leaves or combustibles shall be burned upon any building site, street, or common area.

12. The Architectural Control Committee shall approve any and all signs to be placed upon the buildings and/or on the lot contained within the Subdivision. All signs shall be in compliance with S-2 zoning restrictions.

13. Sump pump water shall be piped underground to the rear or side yard drainage swale or to the storm sewer.

14. Each owner of a building site, or a building unit situated upon said site, shall by reason of said ownership be a member of the Happy Landing Farm Commercial Association and shall abide by the rules and regulations established by the Association including liability for his proportionate share (based upon land area) of the sum required for the proper care and maintenance of the common drainage and retention areas and subdivision signage within the subdivision designated as Happy Landing Farm or such other reasonable assessments as shall be determined by the Happy Landing Farm Commercial Association. Said sum or sums, if not paid, shall constitute a lien upon the property or unit as herein defined with collection by the Association pursuant to its Bylaws.

15. No building site shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and appropriately screened.

16. When a subsequent owner takes possession of a building site, if the sidewalks have already been installed by Town & Country Bank of Springfield, as Trustee aforesaid, should the sidewalks be damaged or broken during construction on the building site by said subsequent owner or said owner's contractor, the subsequent owner shall bear the expense of and shall be responsible for repairing and replacing such damaged or destroyed sidewalks in a timely manner.

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17. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by owners of building sites constituting sixty-five percent of the area of all building sites covered by this declaration, agreeing to change said covenants in whole or in part has been recorded. No change or amendment of these covenants, however, shall relieve the owners of the obligation set forth in Paragraph 14 above to pay their proportionate share of the sum required for proper care and maintenance of the common drainage and retention areas and subdivision signage within the subdivision designated as Happy Landing Farm or such other reasonable assessments as shall be determined by the Happy Landing Farm Commercial Association.

18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violations or to recover damages.

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

"Building site" as used in this instrument means all or any part of a single lot or tract of land composed of more than one lot upon which one principal structure is located or may be located.

The undersigned, Town & Country Bank of Springfield, Trustee as aforesaid, hereby confirms the easements for installment and maintenance of utilities and drainage facilities as created and shown by the recorded plat of said Subdivision.

IN WITNESS WHEREOF, Town & Country Bank of Springfield, as Trustee under Trust No. 02-0504-7, has caused its seal to be affixed hereto and this instrument executed by its Trust Officer and Commercial Services Officer this 14 day of February, 2000.

TOWN & COUNTRY BANK OF SPRINGFIELD,
as Trustee under Trust No. 02-0504-7

By: Michael Louis
Its VP

Attest:
Melina M. Tamaras
Its HR Officer

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Louis and Melina M. Tamaras are Vice President & HR Officer, respectively, of Town & Country Bank of Springfield, as Trustee of Trust No. 02-0504-7, are known to me to be the persons whose names are subscribed to this instrument and affixed the corporate seal thereto, all as the free and voluntary act of the said Trustee, for the uses and purposes therein set forth, being duly authorized hereunder.

In witness whereof, I have hereunto set my hand and seal this 14th day February, 2000.

John Patrick Joyce Jr.
Notary Public

