

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
ARCHER PARK SUBDIVISION
NEW BERLIN, ILLINOIS**

This Declaration of Covenants and Restrictions (hereinafter sometimes referred to as "Declaration") is made and published this 20th day of January, 1995, by and between William E. and Dorothy N. Archer, Robert J. and Marilyn J. Stefan, and any and all persons, firms or corporations hereafter acquiring any of the property legally described in Exhibit A attached hereto and recorded as Document No. 95-01704.

AND desiring to insure the best use and most appropriate development and improvement of each lot on said property, to protect the owners of each lot 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 each lot, to secure and maintain proper set-backs from streets and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvement on said property and hereby enhance the values of investments made by purchasers of the lots therein;

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 or lot thereof, and shall apply to and bind the undersigned, its successors and assigns, HEREBY DECLARES THAT THE PROPERTY DESCRIBED IN EXHIBIT A, ATTACHED HERETO, IS HELD AND SHALL BE TRANSFERRED, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS, RESERVATIONS AND CHARGES, to wit:

1. "Building site" as used in this instrument means a lot as shown on the plat to be recorded for such property, which shall be known as the Archer Park Subdivision, New Berlin, Illinois. No more than one single-family residence shall be erected or constructed on any building site nor shall any building site be subdivided into smaller lots to avoid the intent of this paragraph, but portions of lots may be conveyed to adjoining lot owners as long as the portions to be conveyed are contiguous to the owned lot of the prospective owner.
2. No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling.
3. Residences shall contain, exclusive of basements, open porches and garages:
 - A. a ground floor area of not less than 1400 square feet for a one story dwelling,
 - B. a ground floor area of at least 1,200 square feet with a total of 1,600 square feet of livable floor area for a one and a half story dwelling,
 - C. a total of at least 2,000 square feet of livable floor area with 1,000 square feet of ground floor area for a two story dwelling.

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4. Each residence must have an attached garage which must contain a floor area of at least 400 square feet but no more than 600 square feet and provide space for at least two cars but no more than three cars.
5. Owner hereby creates an Architectural Control Committee ("ACC" or the "Committee"), composed of William E. and Dorothy N. Archer and Robert J. and Marilyn J. Stefan. In the event of the death or resignation of any member of said Committee, the remaining members shall appoint a member to fill the vacancy. The ACC shall have the right to prevent the clearing of a lot and subsequent excavation and grading prior to construction of the residence upon such lot according to the following:

Prior to the construction of the residence, a lot owner is required to seek approval of building plans, consisting of site and floor plans and exterior elevations, through the ACC. The Committee shall consider the quality of workmanship and materials, exterior design, location with respect to topography and finished grades, elevations and building lines, locations of driveways and walkways and the preservation of any existing landscape features, if any. The list of materials to be used in the construction, including type and colors of such materials, must be submitted along with such site and floor plans and exterior elevations. The lot owner agrees that he/she will not obtain a building permit until the ACC has approved the site and floor plans and exterior elevation drawings submitted to it. If no objections to the plans are raised by the ACC within fourteen days of the submission of said drawings to the Committee, the plans shall be deemed to have been approved by said ACC.

6. All utilities, including telephone, electric and television cable other than for temporary service during construction, shall be located underground.
7. During clearing and construction, until all exposed dirt from excavation has been removed from the lot or brought to an approved final grade surrounding the dwelling unit, and until the lot is permanently landscaped with vegetation or landscaping material, the lot owner shall take such steps as are necessary to prevent the erosion and washing of soil from the lot.
8. Soils, mud and landscape waste carried from a lot onto other properties and common areas such as easements, rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary at the expense of the lot owner.
9. No noxious or offensive trade or activity shall be conducted on said property or on any lot therein.
10. No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuildings shall be erected or placed on any lot at any time except during the construction period, without approval of the ACC. No derelict vehicle shall be kept or stored on any lot.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in said subdivision except dogs and cats and other common household pets, so long as they are not kept, bred or maintained for any commercial purposes.

12. All weeds shall be kept cut on sold vacant lots, and no such vacant lots shall be permitted to fall into an unsightly condition.
13. No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. Any vacant lot which falls into an unsightly condition may be mowed and cleaned up by the subdivider at the expense of the owner.
14. No lot owner or occupant shall permit any commercial vehicle, trailer, including without limitation, cargo trailer, camper, boat trailers, house trailers, mobile homes or carry alls 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 or used by him in his business in the garage of the premises. Exceptions to this paragraph 14 may be approved by the ACC.
15. Easements for installation and maintenance of utilities are reserved as shown on the plat recorded for said Archer Park Subdivision. Within these easements, no structure shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities and easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility by virtue of the plat of said subdivision has assumed that responsibility.
16. The topography and finished grade elevations of each lot and home site must be consistent with the grade line and elevation of the other home sites in the subdivision. Final determination as to the first floor elevation shall be made by the Committee.
17. No residence constructed upon a building site shall encroach over the building set back lines shown on the plat of subdivision, and each residence shall be built in conformity with all yard requirements as set forth in applicable ordinances of Sangamon County, Illinois.
18. Following the completion of the construction of a residence on a lot in the subdivision, the owner shall have the lot professionally landscaped. The front yard shall be sodded and two shade trees, at least one and one half inches (1-1/2") in diameter shall be planted on the lot. Exceptions to this paragraph 18 may be approved by the ACC.
19. Any fencing constructed on any lot on said property shall conform to applicable Sangamon County ordinances; however, no fencing shall be permitted in front yards except for decorative fencing. All fences must be erected at least six inches inside property or lot lines and the height and appearance of all fences must be approved, in writing, by the ACC prior to installation.
20. No sign of any kind shall be displayed to the public view on any building site except for one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or signs used by the builder to advertise that property during the construction and sales period.
21. No satellite television antenna, satellite dish receiver or similar appliance shall be maintained except as approved by the ACC.

22. Driveways shall be a minimum of eighteen feet (18') wide.
23. Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frames, etc., shall be stored out of sight when not in use. Exceptions may be approved by the ACC.
24. Exposed above-ground tanks will not be permitted for the storage of fuel or water or any other substance.
25. No above ground swimming pools will be allowed on any lot in the subdivision unless approved by the Committee. Any in-ground pool installed shall not be nearer than ten feet (10') to any lot line and must be located to the rear of the main dwelling. Fencing around such pools shall conform to applicable Sangamon County ordinances and the height and appearance of such fences shall be approved by the ACC, in writing, prior to installation.
26. No spirituous, vinous or malt liquors shall be sold or kept for sale on said property.
27. 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 derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
28. All construction of a dwelling must be diligently pursued to completion within a one year period. 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.
29. From time to time, upon approval of at least two-thirds (2/3) of the owners of lots or properties in Archer Park Subdivision, these rules may be amended or additional rules adopted, including but not limited to rules to regulate potential problems relating to the use of the properties and the well-being of the Owners and their guests. Such additional rules may only be adopted or amended following a hearing for which due notice has been provided to all owners of property in Archer Park Subdivision. All such additional rules and any subsequent amendments thereto shall be furnished in writing to all property owners in the subdivision prior to such rules effective dates, and shall be binding on all said owners, except where expressly provided otherwise in such rule.
30. The aforesaid covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by more than seventy-five percent (75%) of the then record owners of building sites delineated in the final plat for Archer Park Subdivision, (each building site having one vote), has been recorded in the office of the Recorder of Deeds of Sangamon County, Illinois, agreeing to change or rescind said covenants in whole or in part.
31. In the event of violation or breach of any of these covenants and restrictions by any person or entity subject to such covenants and restrictions, a person or entity enjoying the benefit of these restrictions shall have the right to proceed in a judicial action at law or in equity to

compel compliance with the terms of these covenants and restrictions, or to prevent the breach or violation of them.

32. Invalidation of any one or more 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.

William E. Archer
William E. Archer

Robert J. Stefan
Robert J. Stefan

Dorothy N. Archer
Dorothy N. Archer

Marilyn J. Stefan
Marilyn J. Stefan

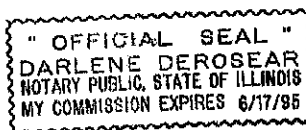
ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that William E. Archer, Dorothy N. Archer, Robert J. Stefan and Marilyn J. Stefan, personally known to me to be the same persons whose names are subscribed to the foregoing agreement, appeared before me this day in person and acknowledged that they signed, sealed and delivered the aforesaid instrument all as their free and voluntary act, for the uses and purposes therein set forth, being duly authorized thereunto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of January, 1995.

Darlene DeRosear
Notary Public



" EXHIBIT A "

Part of the West Half of the Southwest Quarter of Section 4, and part of the East Half of the Southeast Quarter of Section 5, all in Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows: From a stone monument at the Northwest corner of the Southwest Quarter of Section 4, Township 15 North, Range 6 West of the Third Principal Meridian, East on the Quarter Section Line of said Section 4, 671.88 feet; thence S.14°-30'-00"W., 779.44 feet to the point of beginning; thence continuing S.14°-30'-00"W., 714.38 feet; thence N.84°-48'-56"W., 582.94 feet; thence N.00°-52'-50"W., 610.15 feet; thence N.86°-08'-51"E., 156.09 feet to the beginning of a curve concave to the South having a radius of 500.00 feet; thence Northeasterly, on said curve, a chord bearing of N.87°-13'-46"E., a chord distance of 18.72 feet to the end of said curve; thence N.88°-18'-54"E., 594.62 feet to the point of beginning, containing 10.13 acres, more or less.

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SANGAMON COUNTY
ILLINOIS

95-01705

95 JAN 20 PM 3:10



ROBERT J. STEFAN
RR1 BOX 126M
NEW BERLIN, IL 62670

Mary Ann Sargent
RECORDER

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RJA

SANGAMON COUNTY
ILLINOIS

98-38506

98 JUL 23 AM 9:09

Mary Ann Samuel
RECORDER

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
ARCHER PARK SUBDIVISION
NEW BERLIN, ILLINOIS**

This Declaration of Covenants and Restrictions (hereinafter sometimes referred to as "Declaration") is made and published this 23RD day of JULY, 1998, by and between William E. and Dorothy N. Archer and Robert J. and Marilyn J. Stefan, and any and all persons, firms or corporations hereafter acquiring any of the property legally described in Exhibit A attached hereto and recorded as Document No. _____ . This document supercedes the Declaration of Covenants and Restrictions for Archer Park Subdivision filed on January 20, 1995 and recorded as Document 1995-01705.

AND desiring to insure the best use and most appropriate development and improvement of each lot on said property, to protect the owners of each lot 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 each lot, to secure and maintain proper set-backs from streets and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvement on said property and hereby enhance the values of investments made by purchasers of the lots therein;

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 or lot thereof, and shall apply to and bind the undersigned, its successors and assigns, HEREBY DECLARES THAT THE PROPERTY DESCRIBED IN EXHIBIT A, ATTACHED HERETO, IS HELD AND SHALL BE TRANSFERRED, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS, RESERVATIONS AND CHARGES, to wit:

1. "Building site" as used in this instrument means a lot as shown on the plat to be recorded for such property, which shall be known as Archer Park Subdivision, New Berlin, Illinois. No more than one single-family residence shall be erected or constructed on any building site nor shall any building site be subdivided into smaller lots to avoid the intent of this paragraph, but portions of lots may be conveyed to adjoining lot owners as long as the portions to be conveyed are contiguous to the owned lot of the prospective owner.

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2. No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one single-family dwelling with an attached garage and one detached storage shed. Such single family dwelling shall be constructed on the building site. No mobile homes or manufactured or modular housing (or the equivalent thereof) shall be permitted on a building site.
3. Residences shall contain, exclusive of basements, open porches and garages:
 - A. a ground floor area of not less than 1,400 square feet for a one story dwelling,
 - B. a ground floor area of at least 1,200 square feet with a total of 1,600 square feet of livable floor area for a one and a half story dwelling,
 - C. a total of at least 2,000 square feet of livable floor area with 1,000 square feet of ground floor area for a two story dwelling.
4. Each residence must have an attached garage which must contain a floor area of at least 400 square feet but no more than 750 square feet and provide space for at least two cars but no more than three cars. The detached storage shed may contain a floor area no greater than 120 square feet and is limited to one story in height.
5. All utilities, including telephone, electric and television cable other than for temporary service during construction, shall be located underground.
6. During clearing and construction, until all exposed dirt from excavation has been removed from the lot or brought to an approved final grade surrounding the dwelling unit, and until the lot is permanently landscaped with vegetation or landscaping material, the lot owner shall take such steps as are necessary to prevent the erosion and washing of soil from the lot.
7. Soils, mud and landscape waste carried from a lot onto other properties and common areas such as easements, rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary at the expense of the lot owner.
8. No noxious or offensive trade or activity shall be conducted on said property or on any lot therein.
9. No derelict vehicle shall be kept or stored on any lot.
10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in said subdivision except dogs and cats and other common household pets, so long as they are not kept, bred or maintained for any commercial purposes.
11. All weeds shall be kept out on sold vacant lots, and no such vacant lots shall be permitted to fall into an unsightly condition.
12. No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. Any vacant lot which falls into an unsightly condition may be mowed and cleaned up by the sub-divider at the expense of the owner.
13. No lot owner or occupant shall permit any commercial vehicle, trailer, including without limitation, cargo trailer, camper, boat trailers, house trailers, mobile homes or carry alls 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 or used by him in his business in a garage located on the premises, which garage is subject to paragraph 4 above.

14. Easements for installation and maintenance of utilities and for drainage are reserved as shown on the plat recorded for said Archer Park Subdivision. Within these easements, no structure shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities and easements. Owners of lots in Archer Park Subdivision agree to permit normal and reasonable access to such utilities and drainage structures. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility by virtue of the plat of said subdivision has assumed that responsibility.
15. The topography and finished grade elevations of each lot and home site must be consistent with the grade line and elevation of the other home sites in the subdivision.
16. No residence constructed upon a building site shall encroach over the building set back lines shown on the plat of subdivision, and each residence shall be built in conformity with all yard requirements as set forth in applicable ordinances of Sangamon County, Illinois.
17. Following the completion of the construction of a residence on a lot in the subdivision, the owner shall landscape the lot. The lot shall be sodded or seeded and a minimum of two shade trees shall be planted on the lot.
18. Any fencing constructed on any lot on said property shall conform to applicable Sangamon County ordinances; however, no fencing shall be permitted in front yards except for decorative fencing. All fences must be erected at least six inches inside property or lot lines.
19. No sign of any kind shall be displayed to the public view on any building site except for one professional sign of not more than two square feet, one sign of not more than ten square feet advertising the property for sale, or signs used by the builder to advertise that property during the construction and sales period.
20. Any satellite television antenna, satellite dish receiver or similar appliance shall be no larger than six square feet (based on the area of the circular receiving disk).
21. Driveways shall be a minimum of fifteen feet (15') wide.
22. Exposed above-ground tanks will not be permitted for the storage of fuel or water or any other substance.
23. Any pools installed shall not be nearer than ten feet (10') to any lot line and must be located to the rear of the main dwelling. Fencing around such pools shall conform to applicable Sangamon County ordinances.
24. No spirituous, vinous or malt liquors shall be sold or kept for sale on said property.
25. 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 derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
26. All construction of a dwelling must be diligently pursued to completion within a one year period. 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.
27. From time to time, upon approval of at least two-thirds (2/3) of the owners of lots or properties in Archer Park Subdivision, these rules may be amended or additional rules adopted, including but not limited to rules to regulate potential problems relating to the use of the properties and the well-being of the owners and their guests. All such additional rules and any subsequent amendments thereto shall be furnished in writing to all

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owners in the subdivision prior to such rules' effective dates, and shall be binding on all said owners, except where expressly provided otherwise in such rule.

- 28. The aforesaid covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by more than seventy-five percent (75%) of the owners of lots delineated in the final plat for Archer Park Subdivision, (each lot having one vote), has been recorded in the office of the Recorder of Deeds of Sangamon County, Illinois, agreeing to change or rescind said covenants in whole or in part.
- 29. In the event of violation or breach of any of these covenants and restrictions by any person or entity subject to such covenants and restrictions, a person or entity enjoying the benefit of these restrictions shall have the right to proceed in a judicial action at law or in equity to compel compliance with the terms of these covenants and restrictions, or to prevent the breach or violation of them.
- 30. Invalidation of any one or more 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.

William E. Archer
William E. Archer

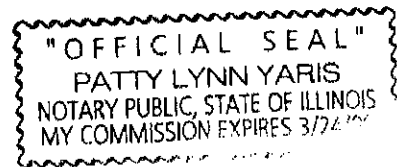
Robert J. Stefan
Robert J. Stefan

Dorothy N. Archer
Dorothy N. Archer

Marilyn J. Stefan
Marilyn J. Stefan

ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF SANGAMON)



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that William E. Archer, Dorothy N. Archer, Robert J. Stefan and Marilyn J. Stefan, personally known to me to be the same persons whose names are subscribed to the foregoing agreement, appeared before me this day in person and acknowledged that they signed, sealed and delivered the aforesaid instrument all as their free and voluntary act, for the uses and purposes therein set forth, being duly authorized thereunto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23 day of July, 1998

Patty Lynn Yaris
Notary Public

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" EXHIBIT A "

Part of the West Half of the Southwest Quarter of Section 4, and part of the East Half of the Southeast Quarter of Section 5, all in Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows: From a stone monument at the Northwest corner of the Southwest Quarter of Section 4, Township 15 North, Range 6 West of the Third Principal Meridian, East on the Quarter Section Line of said Section 4, 671.88 feet; thence S.14°-30'-00"W., 779.44 feet to the point of beginning; thence continuing S.14°-30'-00"W., 714.38 feet; thence N.84°-48'-56"W., 582.94 feet; thence N.00°-52'-50"W., 610.15 feet; thence N.86°-08'-51"E., 156.09 feet to the beginning of a curve concave to the South having a radius of 500.00 feet; thence Northeasterly, on said curve, a chord bearing of N.87°-13'-46"E., a chord distance of 18.72 feet to the end of said curve; thence N.88°-18'-54"E., 594.62 feet to the point of beginning, containing 10.13 acres, more or less.

PREPARED BY: ROBERT J. STEFAN

RETURN TO: ROBERT J. STEFAN
1615 NEW SALEM CHURCH ROAD
NEW BERLIN, IL 62470

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2008R34693

09/09/2008	01:30PM
REC FEE:	23.00
REC REST FEE:	4.00
GIS FEE:	9.00
GIS REST FEE:	1.00
RHSP FEE:	10.00
TOTAL:	\$47.00
PAGES:	12

DELLA

MARY ANN LAMM

DELAWARE COUNTY RECORDER

**AMENDED
DECLARATION OF COVENANTS AND RESTRICTIONS
ARCHER PARK SUBDIVISION
NEW BERLIN, ILLINOIS**

Whereas the Declaration of Covenants and Restrictions (hereinafter will sometimes be referred to as "Declaration") was made and published July 23, 1998 by and between William E. and Dorothy N. Archer and Robert J. and Marilyn J. Stefan, and any and all person, firms or corporations hereinafter acquiring any of the property legally described in Exhibit A attached hereto which declaration was recorded on July 23, 1998, in the office of the Recorder of Deeds is Document Number 98-38506. This amended declaration supercedes the Declaration of Covenants and Restrictions for Archer Park Subdivision filed on July 23, 1998, and recorded as Document Number 98-38506.

Whereas the owners of two-thirds of the lots have approved and by this instrument do approve the amended declaration.

This Amended Declaration of Covenants and Restrictions (hereinafter referred to as "Amended Declaration") is made and published this 20th day of August, 2008, by, between and among all persons, firms or corporations hereafter acquiring any of the property legally described in Exhibit A attached hereto.

And desiring to insure the best use and most appropriate development and improvement of each lot on said property to protect the owners of each lot 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 each lot, to secure and maintain proper set-backs from streets and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvement on said property and hereby enhance the values of investments made by purchasers of the lots therein;

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 or lot thereof, and shall apply to and bind the undersigned, its successors and assigns, HEREBY DECLARES THAT THE PROPERTY DESCRIBED IN EXHIBIT A, ATTACHED HERETO, IS HELD AND SHALL BE TRANSFERRED, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS, RESERVATIONS AND CHARGES, to wit:

1. "Building site" as used in this instrument means a lot shown on the plat to be recorded for such property, which shall be known as Archer Park Subdivision, New Berlin, Illinois. No more than one single-family residence shall be erected or constructed on any building site nor shall any building site be subdivided into smaller lots to avoid the intent of this paragraph, but portions of lots may be conveyed to adjoining lot owners as long as the portions to be conveyed are contiguous to the owned lot of the prospective owner.

2. No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one single-family dwelling with an attached garage and one detached outbuilding. Such single family dwelling shall be constructed on the building site. No mobile homes or manufactured or modular housing (or the equivalent thereof) shall be permitted on a building site.

An outbuilding is defined as a subordinate building, the use of which is incidental and customary to that of the residence. No outbuilding, unless structurally part of the principal residence, shall be erected, altered or moved to a location within six (6) feet of the nearest wall of the principal residence, nor within 30 feet of the front lot line, within three (3) feet from the rear lot line or within ten (10) feet of the side lot line. In the event that two or more adjacent lots are owned by the same owner(s) the side yard restriction shall not apply to the shared side yard between the two owned lots.

3. Residences shall contain, exclusive of basements, open porches and garages:
- A. a ground floor area of not less than 1,400 square feet for a one story dwelling,
 - B. a ground floor area of at least 1,200 square feet with a total of 1,600 square feet of livable floor area for a one and a half story dwelling,
 - C. a total of at least 2,000 square feet of livable floor area with 1,000 square feet of ground floor area for a two story dwelling.

4. Each residence must have an attached garage which must contain a floor area of at least 400 square feet but no more than 750 square feet and provide space for at least two but no more than three cars. The floor area of the detached outbuilding may contain a floor area no greater than the floor area of the residence and the height of the outbuilding (including the roof) shall not exceed the height of the residence.

In the event that two or more adjacent lots are owned by the same owner(s), the floor area and height of the outbuilding (built on an adjacent lot to the residence) shall not exceed the floor area and height (including the roof) of the adjacent residence. In the event that two or more

adjacent lots are owned by the same owner, the lot upon which an outbuilding is constructed may only be sold if the residence is also sold to the same purchaser as part of a single transaction. Outbuildings may not be constructed prior to the construction of the associated residence.

5. All utilities, including telephone, electric and television cable other than for temporary service during construction, shall be located underground.

6. During clearing and construction, until all exposed dirt from excavation has been removed from the lot or brought to an approved final grade surrounding the dwelling unit, and until the lot is permanently landscaped with vegetation or landscaping material, the lot owner shall take such steps as are necessary to prevent the erosion and washing of soil from the lot.

7. Soils, mud and landscape waste carried from a lot onto other properties and common areas such as easements, rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary at the expense of the lot owner.

8. No noxious or offensive trade or activity shall be conducted on said property or on any lot therein.

9. No derelict vehicle shall be kept or stored on any lot.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in said subdivision except dogs and cats and other common household pets, so long as they are not kept, bred or maintained for any commercial purposes.

11. All weeds shall be kept cut on sold vacant lots, and no such vacant lots shall be permitted to fall into an unsightly condition.

12. No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. Any vacant lot which falls into an unsightly condition may be mowed and cleaned up by the sub-divider at the expense of the owner.

13. No lot owner or occupant shall permit any commercial vehicle, trailer, including without limitation, cargo trailer, camper, boat trailers, house trailers, mobile homes or carry-alls 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 any such vehicle or trailer in a garage or outbuilding located on the premises, which garage or outbuilding is subject to paragraph four above. This shall also not prevent the lot owner or the occupant from storing one recreational vehicle ("RV"), limited to self-propelled RVs and "fifth wheel" RVs, on the premises outside of a permitted garage or outbuilding, such RV, however, may not be occupied on a regular basis while it is stored on the premises and must be in operable condition. The RV must be stored on a concrete or asphalt paved pad with dimensions at least equal to the outside dimensions of the RV.

14. Easements for installation and maintenance of utilities and for drainage are reserved as shown on the plat recorded for said Archer Park Subdivision. Within these easement, no structure shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities and easements. Owners of lots in Archer Park Subdivision agree to permit normal and reasonable access to such utilities and drainage structures. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility by virtue of the plat of said subdivision has assumed that responsibility.

15. The topography and finished grade elevations of each lot and home site must be consistent with the grade line and elevation of the other home sites in the subdivision.

16. No residence constructed upon a building site shall encroach over the building set back lines shown on the plat of subdivision, and each residence shall be built in conformity with all yard requirements as set forth in applicable ordinances of Sangamon County, Illinois.

17. Following the completion of the construction of a residence on a lot in the subdivision, the owner shall landscape the lot. The lot shall be sodded or seeded and a minimum of two shade trees shall be planted on the lot.

18. Any fencing constructed on any lot on said property shall conform to applicable Sangamon County ordinances; however, no fencing shall be permitted in front yards except for decorative fencing. All fences must be erected at least six inches inside property or lot lines.

19. No sign of any kind shall be displayed to the public view on any building site except for one professional sign of not more than two square feet, one sign of not more than ten square feet advertising the property for sale, or signs used by the builder to advertise that property during the construction and sales period.

20. Any satellite television antenna, satellite dish receiver or similar appliance shall be no larger than six square feet (based on the area of the circular receiving disk).

21. Driveways shall be a minimum of fifteen feet (15') wide.

22. Exposed above-ground tanks will not be permitted for the storage of fuel or water or any other substance.

23. Any pools installed shall not be nearer than ten feet (10') to any lot line and must be located to the rear of the main dwelling. Fencing around such pools shall conform to applicable Sangamon County ordinances.

24. No spirituous, vinous or malt liquors shall be sold or kept for sale on said property.

25. 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 derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

26. All construction of a dwelling must be diligently pursued to completion within a one year period. 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.

27. From time to time, upon approval of at least two-thirds (2/3) of the owners of lots or properties in Archer Park Subdivision, these rules may be amended or additional rules adopted, including but not limited to rules to regulate potential problems relating to the use of the properties and the well-being of the owners and their guests. All such additional rules and any subsequent amendments thereto shall be furnished in writing to all owners in the subdivision prior to such rules' effective dates, and shall be binding on all said owners, except where expressly provided otherwise in such rule.

28. The aforesaid covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by more than seventy-five percent (75%) of the owners of lots delineated in the final plat for Archer Park Subdivision, (each lot having one vote), has been recorded in the office of the Recorder of Deeds of Sangamon County, Illinois, agreeing to change or rescind said covenants in whole or in part.

29. In the event of violation or breach of any of these covenants and restrictions by any person or entity subject to such covenants and restrictions, a person or entity enjoying the benefit of these restrictions shall have the right to proceed in a judicial action at law or in equity to compel compliance with the terms of these covenants and restrictions, or to prevent the breach or violation of them.

30. Invalidation of any one or more 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.

" EXHIBIT A "

Part of the West Half of the Southwest Quarter of Section 4, and part of the East Half of the Southeast Quarter of Section 5, all in Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows: From a stone monument at the Northwest corner of the Southwest Quarter of Section 4, Township 15 North, Range 6 West of the Third Principal Meridian, East on the Quarter Section Line of said Section 4, 671.88 feet; thence S.14°-30'-00"W., 779.44 feet to the point of beginning; thence continuing S.14°-30'-00"W., 714.38 feet; thence N.84°-48'-56"W., 582.94 feet; thence N.00°-52'-50"W., 610.15 feet; thence N.86°-08'-51"E., 156.09 feet to the beginning of a curve concave to the South having a radius of 500.00 feet; thence Northeasterly, on said curve, a chord bearing of N.87°-13'-46"E., a chord distance of 18.72 feet to the end of said curve; thence N.88°-18'-54"E., 594.62 feet to the point of beginning, containing 10.13 acres, more or less.

Camille S. Novy

Camille S. Novy, owner of Lot 1 by reason of
contract to purchase

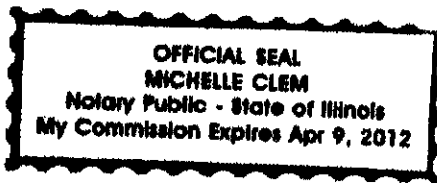
STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

The undersigned a Notary Public in and for the County and State aforesaid, do hereby certify that Camille S. Novy, personally known to me to be the same person whose name is subscribed to the foregoing agreement, appeared before me this day in person and acknowledged that she signed, sealed and delivered the aforesaid instrument all as her free and voluntary act, for the uses and purposes therein set forth, being duly authorized thereunto.

IN WITNESS WHERE OF, I have hereunto set my hand and seal this 20th day of August, 2008.

Michelle Clem

Notary Public



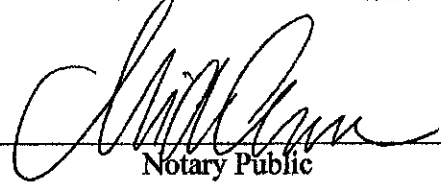
Robert J. Stefan, Trustee

Robert J. Stefan, Sole Trustee of the
Marilyn J. Stefan Living Trust dated
April 26, 2005 as owner of Lots 6, 7,
9, 10, 11 and 12

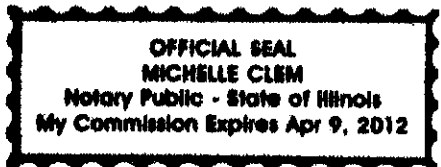
STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

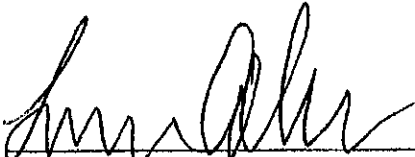
The undersigned a Notary Public in and for the County and State aforesaid, do hereby certify that Robert J. Stefan, personally known to me to be the same person whose name is subscribed to the foregoing agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the aforesaid instrument all as his free and voluntary act, for the uses and purposes therein set forth, being duly authorized thereunto.

IN WITNESS WHERE OF, I have hereunto set my hand and seal this 15 day of August, 2006



Notary Public





Lonnie Colburn, owner of Lot 8



Mary Ann Colburn, owner of Lot 8

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

The undersigned a Notary Public in and for the County and State aforesaid, do hereby certify that Lonnie Colburn and Mary Ann Colburn, personally known to me to be the same persons whose names are subscribed to the foregoing agreement, appeared before me this day in person and acknowledged that they signed, sealed and delivered the aforesaid instrument all as their free and voluntary act, for the uses and purposes therein set forth, being duly authorized thereunto.

IN WITNESS WHERE OF, I have hereunto set my hand and seal this 18th day of August, 2008.





Notary Public

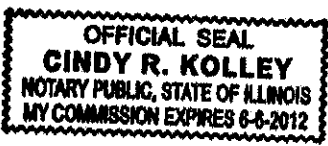
Kenneth D. Wade

Kenneth D. Wade as contract for deed purchaser
of Lot 4

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

The undersigned a Notary Public in and for the County and State aforesaid, do hereby certify that Kenneth D. Wade, personally known to me to be the same person whose name is subscribed to the foregoing agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the aforesaid instrument all as his free and voluntary act, for the uses and purposes therein set forth, being duly authorized thereunto.

IN WITNESS WHERE OF, I have hereunto set my hand and seal this 29th day of August, 2008



Cindy R. Kolley

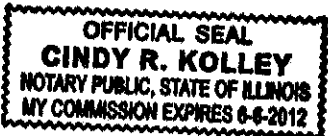
Notary Public

Marilyn O. Hicks TEE
Marilyn O. Hicks, Trustee of the Dorothy
N. Archer Trust as record owner of Lots 1-5

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

The undersigned a Notary Public in and for the County and State aforesaid, do hereby certify that Marilyn O. Hicks, personally known to me to be the same person whose name is subscribed to the foregoing agreement, appeared before me this day in person and acknowledged that she signed, sealed and delivered the aforesaid instrument all as her free and voluntary act, for the uses and purposes therein set forth, being duly authorized thereunto.

IN WITNESS WHERE OF, I have hereunto set my hand and seal this 27th day of August, 2008.



Cindy R. Kolley
Notary Public

Robert J. Dobson
Robert Dobson as contract for deed
purchaser of Lot 5

Linda S. Dobson
Linda Dobson, as contract for deed
purchaser of Lot 5

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

The undersigned a Notary Public in and for the County and State aforesaid, do hereby certify that Robert Dobson and Linda Dobson, personally known to me to be the same persons whose names are subscribed to the foregoing agreement, appeared before me this day in person and acknowledged that they signed, sealed and delivered the aforesaid instrument all as their free and voluntary act, for the uses and purposes therein set forth, being duly authorized thereunto.

IN WITNESS WHERE OF, I have hereunto set my hand and seal this 18th day of August, 2008.

Pamela A. Cohen
Notary Public



Prepared by and return to:
Paul Adami
suite 325
1 N. Old Cap Plz.
Springfield, Ill. 62701