

DECLARATION OF PROTECTIVE COVENANTS
FOR CONESTOGA TRACE, SECOND ADDITION

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned, H. Wray Sperry and Joyce M. Sperry, husband and wife, being the owners of all lots in Conestoga Trace, Second Addition, an Addition to the City of Auburn, Sangamon County, Illinois, located in part of the East Half of Section 3, Township 13 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, 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 real estate known as Conestoga Trace, Second Addition, and each lot therein, shall be held and shall be transferred, sold and conveyed subject to the following restrictions, covenants, reservations and charges:

1. 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, not to exceed three levels of living quarters in height and a private garage for not more than three cars.

2. No building shall be permitted on any building site which does not have at least the following number of square feet of finished floor space. (The computations 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 if the utility room is part of the main structure.)

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|---|---|
| (a) A one-story dwelling | 1200 square feet of floor space |
| (b) A two-story dwelling. Both stories containing the living quarters must be above the grade of the lot. | 800 square feet of floor space on each of the two floors |
| (c) A one and one-half story dwelling or similar arrangement. Both stories containing the living quarters must be above the grade of the lot. | 1000 square feet of floor space on the first floor and 500 square feet on the second floor |
| (d) A tri-level or hillside dwelling | 500 square feet of floor space on each of the two levels above the grade level and not less than 1300 square feet aggregate on the two levels |

Each dwelling shall have an enclosed garage, either attached thereto or constructed upon said building site.

3. No building shall be erected, placed or altered on any building site until the construction plans and specifications and a plot plan showing the location of the structure and of the driveway have been approved in writing by the Architectural Control Committee (or by a representative designated by a majority of the members of said 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 and building lines.

Said Architectural Control Committee shall be composed of H. Wray Sperry and Joyce M. Sperry, husband and wife. In the event of the death or resignation of any member of said Committee, the remaining member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority or to appoint a member or members to fill the vacancy. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications and plot plans have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty (30) days after construction is commenced or prior to the completion thereof (whichever period is the longer), such approval will not be required and this covenant will be deemed to have been complied with (But this sentence shall not be construed to apply to violation of Paragraph 9 following). Neither the members of said Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee and of its designated representative shall cease on January 1, 1990, and thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall have been executed by the then record owners of a majority in area of the land within the boundaries of said lots and shall have been duly recorded in the office of the Recorder of Deeds of Sangamon County appointing a representative or representatives who shall thereafter, for the time specified in said agreement, exercise the same powers exercised by said Committee.

4. No building shall be located on any building site nearer to the front line of said building site than the minimum setback line as shown on the recorded plat of said Addition.

5. No dwelling, including attached porches, breezeways and garages, shall be located nearer than 8 feet to an interior building site line. The total building site width displacement of buildings shall not exceed eighty per cent (80%) of the building site width as measured across the dwelling at its front or rear foundations. Garages or other permitted accessory buildings located 50 feet or more from the minimum building setback line shall be permitted within 5 feet of the interior building site line measured to the exterior foundation face of such garage or other permitted accessory building. Driveways shall have a minimum width of 9 feet.

6. Grade lines for each building site shall be in conformity with the adjacent building site 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 setback line.

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

8. All compressors and cooling towers used in conjunction with central air-conditioning shall be installed in such a manner as to contribute to the exterior beauty and planning of the dwelling and not to become an annoyance and nuisance to the neighborhood or adjacent property owners.

9. All construction must be diligently pursued to completion within a reasonable 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, nor shall any building materials, paint or building equipment be exposed to the public view, if occupied as a dwelling. No structure of a temporary character, mobile home, 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.

10. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any building site for the facilitation and carrying on of any trade, business or industry.

11. 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 incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and appropriately screened. The owner of any vacant building site shall cut the weed and maintain the same in a proper condition.

12. No spirituous, vinous or malt liquors shall ever be sold or kept for sale on any lot in said Addition. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

13. No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent. The Architectural Control Committee shall approve all builder's signs.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept, provided that they are not bred, kept or maintained for any commercial purpose. No dogs shall be kept on any building site until such building site is improved with a habitable dwelling.

15. No automobile, truck or commercial vehicle, trailer, mobile home, camper or boat shall be kept or parked on any building site, except in a garage, or in the streets of said Addition for a period of longer than eight hours.

16. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said Conestoga Trace Second Addition.

17. The phrase "building site" as used in this instrument means all and every part of a single tract of land which is owned by the same person or persons.

18. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1990, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument in writing executed by the then record owners of a majority on area of the land within the boundaries of said lots shall have been recorded in the office of the Recorder of Deeds in said County, agreeing to change or revoke said covenants in whole or in part.

19. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

20. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

21. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in said Conestoga Trace Second Addition, and to their heirs and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 8th day of May June, A.D. 1979.

H. Wray Sperry (SEAL)
H. Wray Sperry

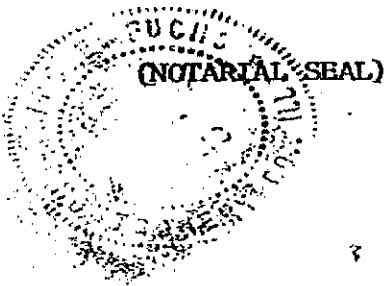
Joyce M. Sperry (SEAL)
Joyce M. Sperry

STATE OF ILLINOIS)
COUNTY OF MONTGOMERY) SS

I, Marv E. Fuchs, a Notary Public in and for the aforesaid County and State, do hereby certify that H. Wray Sperry and Joyce M. Sperry, 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.

Given under my hand and notarial seal this 8th day of June, A.D., 1979.

Marv E. Fuchs
Notary Public



Return to
Wray Sperry
RR 1
Subura, Ill

826862

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Mary Lou Lamm
RECEIVED OF RECORD
MONTGOMERY COUNTY, ILL.

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DECLARATION OF PROTECTIVE COVENANTS
FOR
CONESTOGA TRACE SECOND ADDITION

KNOW ALL MEN BY THESE PRESENTS THAT:

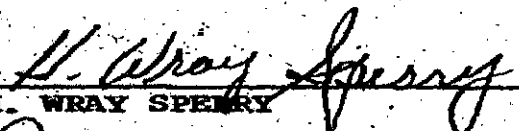
The undersigned, H. WRAY SPERRY and JOYCE M. SPERRY, husband and wife, CARMEN M. DINARDO and KATHY L. DINARDO, husband and wife, AND KENNETH L. VIOLET and CYNTHIA A. VIOLET, husband and wife, being the owners of all the lots in Conestoga Trace, Second Addition, to the City of Auburn, Sangamon County, Illinois, located in the east half of Section 30, Township 13 North, Range 6 West, of the Third Principal Meridian, Sangamon County, Illinois, 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 real estate known as Conestoga Trace, Second Addition, and each lot therein, shall be held and shall be transferred, sold and conveyed subject to the following restrictions, covenants, reservations and charges:


1. That easements are retained along Swale A, B, & C, as shown on the plat of such subdivision to promote and facilitate surface water drainage within such subdivision nor any party claiming under them shall in any way, obstruct or interfere with the drainage in such Swale as shown on such plat.

2. This covenants shall run with the land and be binding by all parties and persons claiming under them.

IN WITNESS WHEREOF, we have set our hands and seals this

14th day of December, 1979.


H. WRAY SPERRY


CARMEN M. DINARDO


JOYCE M. SPERRY


KATHY L. DINARDO

Kenneth L. Violet
KENNETH L. VIOLET

Cynthia A. Violet
CYNTHIA A. VIOLET

STATE OF ILLINOIS)
COUNTY OF Montgomery) SS

I, MARC E. FUCHS, a Notary Public, in and for the aforesaid County and State, do hereby certify that H. WRAY SPERRY and JOYCE M. SPERRY, husband and wife, and CARMEN M. DINARDO and KATHY L. DINARDO, husband and wife, and KENNETH L. VIOLET and CYNTHIA A. VIOLET, husband and wife, 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.

Given under my hand and seal this 14th day of December

1979



Marc E. Fuchs
PUBLIC

844397 \$ 5

REC R. RECORDED

DEC 20 AM 8 17

John Q. Lamm
CLERK OF DEEDS

Return to
Fuchs, Dodd, Fuchs & Bowden
Farmersville, IL 62533

