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Jul 13, 88

PROTECTIVE COVENANTS
RELATING TO
FOXFIELD ESTATES

The undersigned, Paula Mataya, is the owner of the real estate described herein below and is desirous of subjecting said real estate to the restrictions, reservations and charges hereinafter set forth, so that individuals who purchase home sites in this development will know, prior to purchase, what type of subdivision this is to be. These covenants and other definitions or restrictions are intended to protect the atmosphere of the development and the investments of the homeowners. These restrictive covenants shall inure to the benefit of and pass with said real estate and each and every parcel thereof, and shall bind the undersigned, Paula Mataya, her successors and assigns until January 1, 2000. After said date, these covenants shall automatically be extended for successive ten (10) year periods unless a Home Owners Association or smaller body shall amend these covenants. Such "Home Owners Association" shall consist of the owners of record within the boundaries of "Foxfield Estates", and it will require a majority of said homeowners to change these covenants. Before any such changes shall take affect, the changes must have been recorded in the office of the Recorder of Deeds of Sangamon County. Pursuant to the above, the undersigned, Paula Mataya, hereby declares that the real estate described hereinbelow is held and shall be transferred, sold and conveyed subject to the following restrictions, covenants and charges to-wit:

CLAUSE I

The real property on which these protective covenants are imposed is described as follows:

Lots 1 thru 14 of Foxfield Estates, a subdivision of part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 2, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois.

CLAUSE II

To protect home owners against improper use of the surrounding land, the following conditions, restrictions and covenants are imposed:

PARAGRAPH A: For purposes of energy efficiency, all homes in this subdivision will have walls insulated to a minimum of R-24 and ceilings to a minimum of R-50. In regard to the walls, as an alternative to insulating for an R-24 rating, walls may be insulated by a laminated foam product at least 4 inches in width,

acceptable to the Architectural Control Committee. Other energy efficient (Passive Solar Batch Hot Water Heaters) and responsible techniques (carefully applied vapor barrier exterior foundation insulation) are encouraged but their implementation is at the discretion of the homeowner and/or builder.

PARAGRAPH B: Home sites are to be used for residential purposes only and only one detached single family dwelling shall be constructed upon each lot. No building shall be erected, altered, placed or permitted to remain on any building site other than described herein. Dwellings may not exceed two (2) stories (living space) above the basement level and all garages shall be intimately attached as opposed to remote and/or connected by breezeways, except for Lot 1 where the garage is an existing structure at the time of the implementation of these covenants.

PARAGRAPH C: Prior to excavation, construction, remodeling or alteration, all plans for the home site development or other improvements or additions must be first approved by the Architectural Control Committee. This committee will be especially interested in location of the improvements as to side yards, surface drainage easements and protection of the Solar Access Rights in so far as possible. It will also serve to insure quality workmanship and materials to protect home values within the subdivision. It is recommended that all plans be prudently devised in such manner that the Architectural Control Committee will not have to exercise its purpose and right to deny any given plan. This recommendation should not be construed to indicate that the Architectural Control Committee will not or has any reservations in exercising its right to seek whatever legal methods deemed necessary to exercise its responsibility to all homeowners in the subdivision. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or recover damages. (The Architectural Control Committee shall consist of Paula Mataya, Ronald Bailey and one or more members to be appointed at large.) In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to approve or disapprove designs, locations, quality of construction or or any other feature deemed necessary. In the event of a split decision, the voting chairman of this Committee will cast an additional deciding vote. Members of this Committee are not entitled to any compensation whatsoever for their service on this Committee. The Architectural Control Committee has the right to waive or amend any portion of these covenants with signed permission granted by 90% of the landowners of this subdivision. Landowners adjacent to the side

of a homesite owner wishing to amend the covenants shall have full veto powers of all proposed changes in order to protect their home value.

PARAGRAPH D: No single story home shall be erected having a dwelling area of less than 1600 square feet of finished living area. No two story home shall be erected having a dwelling area of less than 1800 square feet. The computation of living space shall be based upon exterior measurements of the main structure, excluding garages, porches, breezeways, and unfinished basements.

PARAGRAPH E: The minimum streetside setbacks and utility easements are shown on the Plat of Subdivision. Side yards shall be a minimum of ten (10) feet. For purposes of definition, only eaves and sidewalks shall not be considered as part of the building. Steps and open porches shall not be considered as part of the building on the street side or the rear of the structure, but will be considered when located to the side. The Architectural Control Committee, having the opportunity to approve all plans prior to construction, will not allow a building overhang to encroach upon another building site.

PARAGRAPH F: The topography and finished grade elevation of each home site must be consistent with the grade line and elevation of other homes in the subdivision. The first floor elevation of each dwelling in the subdivision shall be not less than 35 inches, nor more than 54 inches, above the established elevation at the back of the curb in front of the lot upon which the dwelling is being constructed. Final determination of the first floor elevation shall be made by the Architectural Control Committee.

PARAGRAPH G: Easements for installation and maintenance of utilities and surface water drainage are reserved as shown on the recorded plat and shall be maintained during construction and thereafter. The drainage swale between Lots 8 and 9 shall be maintained by the owners of Lots 8 and 9 at the grade shown on the approved construction plans for Foxfield Estates. Said drainage swale shall be maintained as a grass waterway with no physical obstructions of any kind, including plant material.

PARAGRAPH H: No structure shall be occupied as a residence at any time on the building site other than as a completed residence as approved by the Architectural Control Committee. Homes shall not be occupied before they are completed. Temporary structures such as trailers, tents or other structures may not be occupied on any building site at any time as a residence, either temporarily or

permanently. All construction on a home site must be completed within twelve (12) months from commencement of same. If construction is not completed within the time specified above, the undersigned shall have the right, at their option, to complete such construction. The cost of such construction shall be borne by the owner of the home site and shall be immediately payable to the undersigned. The undersigned shall have a lien in the amount of such construction cost and shall record said lien with the Recorder of Deeds of Sangamon County, Illinois.

PARAGRAPH I: No noxious or offensive activity that may be or may become an annoyance or nuisance to the neighborhood shall be carried on upon any building site.

PARAGRAPH J: Signs attached to a structure advertising for sale or rent may not exceed one (1) square foot in size. One (1) sign of not more than five (5) square feet can be used on a building site to advertise during construction and/or sales periods.

PARAGRAPH K: The storm water detention basin shown on Lot 8 of the recorded plat of Foxfield Estates shall be maintained, as shown on the approved construction plans, by the owner of said Lot 8. Such maintenance shall include, but is not limited to, keeping the entrance to the outlet pipe free of obstructions and maintaining a healthy turf. No swimming pool or other permanent structure shall be constructed in the detention easement area.

PARAGRAPH L: 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 commercial purposes. No dogs shall be kept at any building site until such site is improved with an inhabitable dwelling.

PARAGRAPH M: All building sites shall be maintained in a neat and orderly fashion during periods of construction in so far as practical. Homeowners should indicate to their builders that the construction price includes maintaining an orderly construction site. General contractors should insist that prices paid to sub-contractors include orderly disposal of packaging, waste and/or unsightly materials.

PARAGRAPH N: All driveways shall be constructed and improved with concrete over the entire length and width thereof. The minimum width of said concrete driveway from the edge of the street pavement to the garage door shall be nine (9) feet.

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

PARAGRAPH P: 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 house leaders shall be located only as approved by the Architectural Control Committee.

PARAGRAPH Q: All compressors and cooling towers used in conjunction with central air conditioning, and all fuel tanks (including propane, oil or the like), 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.

PARAGRAPH R: No building site owner or occupant shall permit any truck, commercial vehicle, boat or trailer, including without limitation, cargo trailers, campers, house trailers, mobile homes or carryalls to be parked or stored on the building site. This shall not prevent the building site owner or occupant from storing a truck, commercial vehicle, boat or trailer owned by such owner or occupant, or used by him in his business, in the garage on the premises.

PARAGRAPH S: 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.

PARAGRAPH T: Any owner of any vacant building site shall cut the weeds and maintain the same in a proper condition.

PARAGRAPH U: Satellite dishes or receiving dishes are permitted in the rear yard of the building site.

PARAGRAPH V: No fences shall be erected or placed without prior approval of the Architectural Control Committee and the owners of the neighboring lot adjacent to the property wishing to erect said fence.

PARAGRAPH W: The undersigned, P. Mataya and R. Bailey hereby confirm the easements for the installation and maintenance of utilities and drainage facilities as created and as shown by the recorded plat of said subdivision.

PARAGRAPH X: "Home Site" as used in this instrument, means all or any part of any single tract of land on which is constructed, intended to be located or located, only one

single family dwelling as provided for hereinabove. In the event that any such single tract of land is included in part with some of the building sites above described and in part with other lands, the entire such single tract of land shall be deemed to be and constitute a home site.

PARAGRAPH Y: Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages. The undersigned shall have a lien for expenses in completing construction, pursuant to the provisions of Paragraph H herein.

IN WITNESS WHEREOF, the undersigned, Paula Mataya, has caused this instrument to be executed and caused her seal to be hereto affixed and attested on this 25th day of March, 1988.

Paula L. Mataya

RETURN TO

Paula L. Mataya
RR # 6 #12 Charlene Dr.
Spartanburg SC 29707

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