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*Mary Ann Sammel*

DECLARATION OF COVENANTS AND RESTRICTIONS FOR

GINGER CREEK SUBDIVISION

PLAT 5

This Declaration of Covenants and Restrictions (hereinafter sometimes referred to as "Declaration") is made and published this 31 day of July, 1994; by and between West Koke Mill Development Corp., having its principal place of business located in Springfield, Illinois, (hereinafter referred to as "Developer") and any and all persons, firms or corporations hereafter acquiring any of the property legally described as:

Ginger Creek Subdivision - Plat 5 (legally described in Exhibit A attached hereto)

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WHEREAS, it is in the best interest of the Developer as well as to the benefit, interest and advantage of each and every person or other entity hereinafter acquiring any of the heretofore described property that certain covenants and restrictions governing the regulation, the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land and

NOW, THEREFORE, in consideration of the above premises, the Developer agrees 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, said restrictions to be construed to be covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof and which 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 person and whether or not such person 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.

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. "Developer" shall mean and refer to West Koke Mill Development Corp., an Illinois Corporation, having a principal place of business in Springfield, Illinois, its successors and assigns.
2. "Owner" shall mean and refer to the record owner (whether one or more person or entities) in fee simple in any duplex lot which is part of Ginger Creek Subdivision, Plat 4, excluding, however, those parties having such interests merely as a security interest for the performance of an obligation.
3. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the properties and which is recorded in the office of the Recorder of Deeds for Sangamon County, Illinois.
4. "Single-family Lot" shall mean and refer to any plot of land to be used for single-family residential purposes and so designated on the subdivision plat or survey of the Ginger Creek Subdivision which shall be a public record.

ARTICLE II

ARCHITECTURAL MAINTENANCE AND USE RESTRICTIONS

The Architectural Control Committee ("Committee") is composed of Dennis M. McEvoy, Edward J. Mahoney III and Charles H. Ashley. 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, the remaining members shall, within thirty (30) days of such vacancy, designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

Section 1. Approval of Plans and Architectural Committee.

No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive path or improvement of any nature shall be constructed without obtaining the prior written approval of the Committee as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications must be submitted to the Committee. The Committee shall be the sole arbiter of such plans and may withhold approval for any reason including purely aesthetic considerations. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans. The Committee shall be entitled to stop any construction in violation of these restrictions. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section shall be deemed to have been fully complied with.

Section 2. Design and Site Approval. Buildings shall be erected on lots in a manner to provide architectural value to Ginger Creek. Therefore, no house, garage, playhouse, outbuilding, fence, wall or other above-ground structure shall be commenced, erected or maintained nor shall any exterior addition to, change in or alteration of any of said structures be made, until a site plan, final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes, colors and graphics, and floor plans thereof, have been submitted to and approved in writing by the Committee as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography. The Committee shall act with all reasonable promptness upon receipt of such information to approve or disapprove the same. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing stating with reasonable detail the reasons for disapproval and the Committee's recommendations to remedy the same. In the event the Committee fails within forty five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with.

Section 3. Subdivisions of Lots. By or with the written consent of the Committee, one or more lots as shown on the Subdivision plats or parts thereof, may be subdivided or combined to form one single building lot.

Section 4. Improvement, Setback and Use Restrictions.

(a) All structures must be built to comply substantially with the plans and specifications as approved by the Committee and before any dwelling unit may be occupied it must be completely finished and a certificate of completion must be issued by the Committee.

(b) (i) Minimum setback lines shown on the Recorded Plat of the properties are intended to be the minimums. For Ginger Creek Subdivision Plat 5, lots 63 thru 67 shall have a front yard minimum setback of 40 feet and lots 39 thru 48 shall have a front yard minimum setback of 30 feet. All lots shall have a minimum side yard setback of 5 feet (total both side yards 15 feet, except corner lots) and rear yard minimum depth of 20 feet. Minimum setback lines are in most cases intended to engender uniformity of setbacks. They are meant to avoid overcrowding and monotony. In some instances it is intended that setbacks may be staggered where appropriate. The Committee reserves the right to select the precise site, location and elevation of each housing unit or other structure on each Lot and to arrange the same in such manner and for such reasons as Committee shall deem sufficient.

(ii) For the purpose of determining compliance with the foregoing building line requirements, porches, wing-walls, eaves and steps extended beyond the outside wall of a structure shall not be construed to authorize or permit encroachment upon any setbacks.

(c) Boundary walls, excluding party walls, may be erected and hedges grown, but no closer than three (3) feet from the street right of way to the minimum building setback line. No fence of any type shall be permitted between the street right of way and the minimum building setback line. Fences and boundary walls shall not exceed six (6) feet in height from the minimum building setback line to the rear of the property line.

(d) Swimming pools shall not be nearer than ten (10) feet to any lot line and must be located to the rear of the main dwelling.

(e) Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on a lot (whether temporary or permanent) shall be walled in to conceal same from the view of neighboring lots, roads, streets, or open areas. Plans for all screens, walls and enclosures must be approved by the Committee prior to construction.

(f) 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 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.

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

(h) No outdoor television antenna may be erected or installed after cable television is made available to a lot. This covenant shall not be deemed to require Developer to install cable television. Satellite dishes shall not be erected on a lot at any time. If, due to technological improvements in the appearance of satellite dishes, antennas, etc., this section may be repealed or amended with the approval of The Architectural Control Committee.

(i) No Owner shall excavate or extract earth from any of the lots subject to this Declaration for any business or other commercial purpose or remove any excess dirt from the subdivision. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

(j) All residential utility service lines (including, without limitation, electricity, telephone, any all types of radio and television lines, cables, etc.) to the lots shall be underground, provided, however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee's sole discretion, deemed necessary.

(k) 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.

(l) Any mail boxes not attached to the main dwelling structure shall be of a type consistent with the character of Ginger Creek and shall be placed and maintained to complement the buildings in the neighborhood.



(m) No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any lot or any improvement thereon without the prior written consent of the Committee. A professional sign of not more than five square feet advertising the property "For Sale" or "For Rent" will be permitted without the prior written consent of the Committee.

(n) No house, trailer, boat, boat trailer, camper, tent, shed, or any other such vehicle, trailer, vessel, temporary structure shall be permitted on any lot unless screened from view of adjoining lots, street and Common Areas. No garage, outbuilding or other appurtenant structure shall be used for residential purposes, either temporarily or permanently.

(o) Setback provisions herein prescribed may be altered by the Developer whenever in its sole discretion the topography or configuration of any lot in said Subdivision will so require.

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

(q) No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

Section 5. Maintenance.

(a) All lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective Owners according to standards and guidelines adopted by the Architectural Control Committee. 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. In the event an Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Committee, it shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be billed to the Owner and Owner shall be personally liable to the Architectural Control Committee for the costs of such maintenance. The costs, until paid, shall be a permanent charge and lien upon such lot. Notice given to the owner shall be sufficient to give the Architectural Control Committee the right to enter upon such lot and perform such maintenance, entry for such purpose shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Architectural Control Committee be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

(b) To preserve the natural integrity and beauty of the land, water, runoff, etc., no trees, shrubs, bushes or other vegetation having a diameter of three (3) inches or more twelve (12) inches above the ground shall be cut, destroyed or mutilated except with the prior written consent and permission of the Committee; provided, however, that dead or diseased trees, shrubs, bushes, or other vegetation shall be cut and removed

promptly from any lot by the property owner thereof after such dead or diseased condition is first brought to the attention of the Committee and permission for such cutting and removal has been obtained.

Section 6. Hobbies and Activities. The pursuit of inherently dangerous hobbies or activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly unsightly or unkept conditions; 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 without the consent of the Developer.

Section 7. 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 in cages.

Section 8. 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 and enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for pickup by garbage and trash removal service units. In the event any Owner of any developed Lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Architectural Control Committee may, at its option, ten (10) days after posting a notice thereon, or mailing to said Owner at his property address requesting Owner to comply with the requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense and Owner shall be personally liable to the Architectural Control Committee for the costs of removal and the costs until paid shall be a permanent charge and lien upon such lot. By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Architectural Control Committee, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to lots upon which dwelling units are under construction.

Section 9. Governmental Regulations. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provisions of this Declaration, the more restrictive provisions shall apply.

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(s) of survey upon which such Lot is shown. No structure(s) 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 purpose of those easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future and utility services lines to, from or for each of the individual subdivision Lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the elevation, direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by Owner, the Developer may enter upon the property for the purpose of removing obstructions in such easements upon Owner's failure to do so.

Section 2. Emergency. There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by Developer, firemen, ambulance personnel and all similar persons to enter upon the properties or any portion thereof which is now hereafter made subject to this Declaration in the performance of their respective duties.

ARTICLE IV

Section 1. Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective for twenty-five (25) years from date of recordation, at which time they shall be automatically extended for successive periods of ten (10) years each unless after said twenty-five (25) year period, it is agreed by the vote of a majority in interest of the then Owners of the above described property 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 therefor, 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 in the Ginger Creek Subdivision Plats 1, 4 or 5 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. Any failure by the Architectural Control Committee, Developer or any property Owner to enforce any of said covenants and restrictions or other provisions in no event shall be deemed a waiver of

the right to do so thereafter. Invalidation of any one or more of these restrictions by judgement or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly validated, 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. Developer shall at all times and from time to time have the right to delegate any and all functions herein reserved to Developer. Further notwithstanding any other provision contained herein to the contrary. Developer shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to common properties; provided, however, that any such transferee, grantee or assignee shall take such rights subject to all obligations of Developer also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same. In the event of any such sale, transfer or conveyance said Developer shall not be relieved of liability resulting from his failure to perform or negligent performance of his obligation under these covenants prior to such sale, transfer or conveyance. Developer shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Developer's obligations under these covenants arising after such sale, transfer or conveyance.

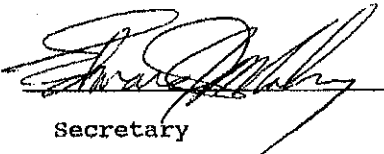
Section 4. Headings and Binding effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all person claiming by, through or under Developer.

Section 5. Sale by Mortgagee. Should any Lot now or hereafter made subject to this Declaration become subject to a mortgage as security in good faith for value, the holder thereof on becoming Owner of such interest through whatever means, or the Seller at any sale under a power of sale therein contained, shall otherwise sell and the Purchaser shall take subject to the terms, covenants and provisions contained herein.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants and Restrictions to be duly signed this 31 day of July, 1994.

West Koke Mill Development Corp.

By: Don T. T. T.

  
Secretary



GINGER CREEK  
PLAT 5

Part of the Northwest Quarter of Section 12, Township 15, North, Range 6 West of the Third Principal Meridian, described more particularly as follows:

Commencing at the Northeast Corner of the Northwest Quarter of the Northwest Quarter of the aforementioned Section 12, thence North 89 degrees 28 minutes 36 seconds West along the section line a distance of 331.52 feet, thence South 00 degrees 04 minutes 39 seconds East a distance of 415.03 feet to an iron pipe marking the true point of beginning, thence continuing South 00 degrees 04 minutes 39 seconds East a distance of 365.71 feet to an iron pipe, thence South 18 degrees 26 minutes 20 seconds West a distance of 63.06 feet to an iron pipe, thence South 00 degrees 04 minutes 39 seconds East a distance of 202.72 feet to an iron pipe, thence North 89 degrees 27 minutes 27 seconds West a distance of 450.00 feet to an iron pipe, thence North 00 degrees 04 minutes 39 seconds West a distance of 252.50 feet to an iron pipe, thence South 89 degrees 29 minutes 08 seconds East a distance of 132.51 feet to an iron pipe, thence North 00 degrees 04 minutes 39 seconds West a distance of 505.76 feet to an iron pipe, thence South 89 degrees 28 minutes 42 seconds East a distance of 197.51 feet, thence South 00 degrees 04 minutes 39 seconds East a distance of 130.02 feet to an iron pipe, thence South 89 degrees 28 minutes 55 seconds East a distance of 140.00 feet to the true point of beginning. Said tract contains 6.119 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is North 89 degrees 28 minutes 36 seconds West along the section line.



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