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DECLARATION OF BUILDING RESTRICTIONS
AND RESTRICTIVE COVENANTS FOR
CHARLESTON ESTATES, FIRST ADDITION

Charles J. Gramlich
SANGAMON COUNTY CO. IL

KNOW ALL MEN BY THESE PRESENTS that the undersigned, CHARLES J. GRAMLICH being the owner of all of the following described real estate:

Part of the West 52 acres of the North Fractional Half of the Northeast Quarter of Section 3, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 3; thence South 0 degrees 00 minutes 00 seconds East, along the west line of the Northeast Quarter of said Section 3, a distance of 57.87 feet to a point on the south right of way line of Old Jacksonville Road, said point being the point of beginning;

From said point of beginning; thence South 89 degrees 24 minutes 12 seconds East, along said south right of way line, 190.01 feet; thence South 0 degrees 00 minutes 00 seconds West, 1,707.69 feet to a point on the south line of the North fractional Half of said Section 3; thence North 88 degrees 33 minutes 30 seconds West, along the south line of said North fractional Half, a distance of 190.06 feet to the Southwest corner of the North fractional Half of said Section 3; thence North 0 degrees 00 minutes 00 seconds East, along the west line of the Northeast Quarter of said Section 3, a distance of 1,704.88 feet to the point of beginning, containing 7.44 acres, more or less.

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

1. "Building site" as used in this instrument means a lot as shown on the recorded plat. No more than one single family residence shall be erected or constructed upon 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

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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. No residential dwelling, including attached porches, breezeways and garages, shall be located upon any building site which shall not comply with the following basic yard requirements:

Minimum Front Yard:	40 feet
Minimum Side Yard:	15 feet
Minimum Rear Yard:	35 feet

4. No building shall be erected, driveway constructed or swimming pool installed, placed or altered until the construction plans and specifications and a plan showing the location of the structure, driveway or swimming pool have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. Said gradelines shall be in conformity with the adjacent building sites and shall not interfere with the drainage from adjoining building sites. No fence or wall shall be erected, placed or altered on any building site nearer to any street line than the minimum building setback line unless similarly approved. The Architectural Control Committee is composed of Charles J. Gramlich, Theodore J. Harvatin and Corinne M. Gramlich. 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 30 days of such vacancy, designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval shall be in writing. In the event the members of said Committee or their representative or successors fail to approve or disapprove such designs or location within 30 days after building plans, specifications and plat plan have been submitted to them, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required, and this covenant shall be deemed to be fully met.

All submissions shall be sent to Charles J. Gramlich, P.O. Box 5235, Springfield, Illinois 62705.

5. No building shall be permitted on any building site at a cost of less than Forty Thousand Dollars (\$40,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of the quality of workmanship and materials substantially the same or better than those which can be produced at the minimum cost stated herein for the minimum permitted dwelling size on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than One Thousand Two Hundred (1200) square feet for a one story dwelling. A two story dwelling shall have at least One Thousand Seven Hundred (1700) square feet exclusive of open porches and garages and a multi-level dwelling shall have at least Six Hundred Fifty (650) square feet per floor exclusive of open porches and garages.
6. All garages shall be attached to the residential dwelling and shall be not less than Four Hundred (400) square feet. The Architectural Control Committee may in its sole discretion waive the requirement that a garage be attached to the residential dwelling.
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, 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.
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,

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mobile home trailer, basement, tent shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence either temporarily or permanently.

10. No building site owner or occupant shall permit any truck, commercial vehicle, boat or trailer, including, without limitation; cargo trailer, campers, house trailers, mobile homes, or carryalls to be parked or stored on the building site, in the driveway or in the street in front of or along side of the building site. This shall not prevent the building site owner or the 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.
11. 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.
12. An owner of any vacant building site shall cut the weeds and maintain the same in a clean, sanitary and proper condition.
13. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
14. No garbage or waste materials shall be burned upon any building site, street, or common area.
15. No sign of any kind shall be displayed to the public view on any building site except one sign of not more than five square feet advertising the property for sale or rent by the property owner. The Architectural Control Committee shall approve any and all builder's and subdivider's signs.
16. No spirituous, vinous or malt liquors shall be sold or kept for sale on said property.
17. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other domesticated household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes. No dogs shall be kept on any building site until such building site is improved with a habitable dwelling.
18. No building site shall be used or maintained as a dumping ground for rubbish, and all trash, garbage

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or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and appropriately screened.

19. No private driveway shall be regularly used or maintained on any of said land or within any street right-of-way unless the same is constructed and improved with a concrete surface over its entire length and width from the edge of the street pavement at the public roadway to the point of termination of such driveway.
20. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
21. All septic tanks shall be designed and constructed to meet the minimum standards provided by the "Private Sewage Disposal Licensing Act", Section 116.301, et seq. Chapter 111 1/2 of the Illinois Revised Statutes.
22. No satellite television antenna, satellite dish receiver or similar appliance shall be maintained except in that portion of the building site which lies to the rear of any residence constructed and is so situated as to be at least twenty-five feet from the nearest lot line or lines.
23. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended to successive periods of 10 years unless an instrument signed by sixty-five percent of the owners of the building sites has been recorded, each building site having one vote, agreeing to change said covenants in whole or in part.
24. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violations or to recover damages.
25. Invalidiation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The undersigned, Charles J. Gramlich, as aforesaid, hereby confirms the easements for installation and maintenance of

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utilities and drainage facilities as created and shown by the recorded plat of said Subdivision.

Charles J. Granlich
CHARLES J. GRANLICH

STATE OF ILLINOIS
COUNTY OF SANGAMON, SS.

I, Karen D. Harris, a Notary Public in and for the County of Sangamon and the State of Illinois do hereby certify that Charles J. Granlich, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of May, 1987.

Karen D Harris
Notary Public



Prepared by:

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Springfield, IL 62701

Mail to:

Charles J. Granlich
227 S. 7th, Suite 204
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MARY ANN LAHM
RECORDER
SANGAMON CO. IL.

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