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SANGAMON COUNTY
ILLINOIS

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MARY ANN LAMM
SANGAMON COUNTY RECORDER

Do Not Write In This Space
(For Recorder Use Only)

Prepared by and Return to:
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Brown, Hay & Stephens
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P. O. Box 2459
Springfield, Illinois 62705-2459
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**DECLARATION OF BUILDING RESTRICTIONS
AND RESTRICTIVE COVENANTS FOR
HAPPY LANDING FARM - PLAT 5**

KNOW ALL MEN BY THESE PRESENTS that the undersigned, TOWN & COUNTRY BANK OF SPRINGFIELD, a banking corporation organized and existing under the laws of the State of Illinois, as Trustee under Trust No. 02-0504-7, being the owner of all of the following described real estate:

Part of the Southwest Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian, SANGAMON COUNTY, ILLINOIS, further described as follows:

Commencing at a PK Nail marking the Southwest Corner of said Section 12; thence South 89° 58' 54" East, measure 894.59 feet along the south line of said Southwest Quarter, Section 12, thence North 00° 01' 06" East, measure 159.80 feet to the Point of Beginning, thence North 23° 14' 11" West, measure 492.77 feet; thence North 00° 35' 14" West, measure 50.00 feet; thence North 89° 24' 46" East, measure 150.37 feet; thence North 74° 00' 02" East, measure 46.10 feet; thence along a non-tangent curve to the right having a radius of 393.10 feet, arc length of 78.88 feet and a chord which bears North 06° 20' 09" West, measure 78.75 feet, thence North 00° 35' 14" West, measure 407.44 feet, thence along a tangent curve to the right having a radius of 393.10 feet, arc length of 162.05 feet, and a chord which bears North 11° 13' 21" East, measure 160.91 feet; thence South 66° 58' 03" East, measure 2.00 feet; thence along a non-tangent curve to the left having a radius of 325.10 feet; arc length of 52.85 feet and a chord which bears North 18° 22' 30" East, measure 52.79 feet; thence North 89° 24' 46" East, measure 208.08 feet, thence South 00° 35' 14" East, measure 225.83 feet, thence South 32° 41' 37" East, measure 834.68 feet to a point on the centerline of Illinois Route 54 (Wabash Avenue); thence along said centerline, along a non-tangent curve to the right having a radius of 3819.72 feet, arc length of 754.62 feet and a chord which bears South 67° 52' 28" West, measure 753.39 feet to the Point of Beginning. Containing 12.712 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, its 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 and reservations and charges, to-wit:

1. No building site contained in Lots 500 through 506, inclusive, shall be used for any purposes other than office, business or commercial purposes. No building located upon any of said lots shall be erected, altered, placed or permitted to remain on any of said lots other than for said purposes.

2. No office, business or commercial building or buildings shall be located upon any building site which shall not comply with the following basic yard requirements:

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Lots 500 through 506, inclusive

Building Setback along Wabash Avenue: 15 feet minimum

Building Setback along Happy Landing Drive: 15 feet minimum

Building Setback along Mitchell Drive: 15 feet minimum

Minimum Side Yard: 10 feet

Minimum Rear Yard: 20 feet

3. No building or structure shall be erected or placed, driveway or fence constructed or improvement installed, placed or altered until the construction plans and specifications and a plan showing the location of the structure (site plan) 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 set-back unless similarly approved. The Architectural Control Committee for this Plat is composed of J. Fred Adams, Charles W. Adams, Harold B. Hollis, John B. Clark, and Henry Kirschner. In the event J. Fred Adams, Charles W. Adams or Harold B. Hollis (Developers) shall be unable to serve, each may designate his successor. If none is named, the other named Developers of the three shall be able to name a successor. 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, and its composition failing to be less than 3 in number, the remaining members shall, within 30 days of such vacancy, designate a successor (this right is secondary to the right of Developers appointment). 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 the representative or successors fail to approve or disapprove such design or location within 30 days after building plans, specifications and site plan have been submitted to them, such approval shall not be required, and this covenant shall be deemed to be fully met. All submissions shall be sent to Charles W. Adams, 3 North Old State Capitol Plaza, Springfield, Illinois, 62701.

4. No metal building shall be constructed or maintained on any of the lots contained within the Fifth Plat.

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

6. All compressors and cooling towers used in conjunction with central air conditioning, and all fuel tanks, as approved by the Architectural Control Committee, shall be installed in such a manner as to contribute to the exterior beauty and planning of the building and not to become an annoyance or nuisance to the neighborhood or adjacent property owners.
7. All construction must be diligently pursued to completion within a reasonable period. No building shall be occupied 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. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site, either temporarily or permanently, except as authorized by the Architectural Control Committee.
8. No satellite dish to be used for television or data reception greater than 48" diameter shall be located upon any building site.
9. An owner of any vacant building site shall cut the weeds and maintain the same in a clean, sanitary and proper condition.
10. 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.
11. No garbage, waste materials, leaves or combustibles shall be burned upon any building site, street, or common area.
12. The Architectural Control Committee shall approve any and all signs to be placed upon the buildings and/or lots contained within the Subdivision. All signs shall be in compliance with S-2 zoning restrictions.
13. Sump pump water shall be piped underground to the rear or side yard drainage swale or to the storm sewer.
14. Each owner of a building site, or a building unit situated upon said site, shall by reason of said ownership be a member of the Happy Landing Farm Commercial Association and shall abide by the rules and regulations established by the Association including liability for his proportionate share (on a flat fee basis) of the sum required for the proper care and maintenance of the common drainage and retention areas within the subdivision designated as Happy Landing Farm or such other reasonable assessments as shall be determined by the Happy Landing Farm Commercial Association. Said sum or sums, if not paid, shall constitute a lien upon the property or unit as herein defined with collection by the Association pursuant to its Bylaws.
15. 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

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

16. 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 for successive periods of 10 years unless an instrument signed by sixty-five percent of the then owners of the building sites has been recorded, each building site having a proportionate number of votes based upon area, agreeing to change said covenants in whole or in part.

17. 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.

18. Invalidation 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.

"Building site" as used in this instrument means all or any part of a single lot or tract of land upon which a building is located or intended to be located.

The undersigned, TOWN & COUNTRY BANK OF SPRINGFIELD, Trustee as aforesaid, hereby confirms the easements for installment and maintenance of utilities and drainage facilities as created and shown by the recorded plat of said Subdivision.

IN WITNESS WHEREOF, TOWN & COUNTRY BANK OF SPRINGFIELD, AS TRUSTEE UNDER TRUST NO. 02-0504-7, has caused its seal to be affixed hereto and this instrument executed by its Trust Officer and Commercial Services Officer this 29 day of June 1999.

TOWN & COUNTRY BANK OF SPRINGFIELD,
as Trustee under Trust No. 02-0504-7

By: Michael Louis VP
Its VP & S.T.O.

ATTEST:

Chris E. Dunbar
Its Personal Banker