

89 H 019512

PROTECTIVE COVENANTS

MARTIN LAMM  
RECORDER  
SANGAMON CO. IL.

Relating to "Franklin Park Estates, Twelfth Addition"

KNOW ALL MEN BY THESE PRESENTS:

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McLaughlin Manufacturing Company, a corporation organized and existing under the laws of the State of Delaware, being the owner of the land described in Clause I of this declaration 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 and its successors and assigns, hereby declares that the property described in Clause I hereof is held and shall be transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, and charges hereinafter set forth.

**CLAUSE I**

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations, and charges with respect to the various portions thereof set forth in the several clauses and subdivisions of this declaration is more particularly described as follows:

Lots One (1) to Twelve (12), both inclusive, in "Franklin Park Estates Twelfth Addition," a subdivision of part of the Northwest Quarter of Section Twenty-Three (23), Township Fifteen (15) North, Range Five (5) West of the Third Principal Meridian, situated in the County of Sangamon and State of Illinois.

**CLAUSE II**

To insure the best use and more appropriate development and improvement of each building site therein; to protect the owners of building sites against such improper use of surrounding land as will depreciate the value of their property; to preserve, so far

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as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations thereof on building sites; to secure and maintain proper set-backs from streets and adequate free space between structures and in general to provide adequately for a high-type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of building sites therein, the real property described in Clause I hereof is hereby subjected to the following conditions, restrictions, covenants, reservations, and charges, to wit:

(a) No building site shall be used other than for single family or duplex residential purposes. No building shall be erected, altered, placed, or permitted to remain on any building site other than dwellings not to exceed two stories in height, a private garage or garages and other outbuildings incidental to the residential use of the premises.

(b) No building shall be erected, placed, or altered on any building site until the construction plans and specifications and a plat plan showing the location of the structure 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. No residential building designed for occupancy by more than one family otherwise permitted by these covenants shall be erected, placed, or permitted to be used on any building site without the prior written approval of the Architectural Control Committee or its representative designated as aforesaid, and the discretion of said committee in withholding or granting said approval shall be absolute. No fence or wall shall be erected, placed, or altered on any building site nearer to any street than the minimum building set-back line unless similarly approved. Said Architectural Control Committee shall be composed of Robert J. Barker, Paul Barker, and Morton D. Barker, Jr. In the event of the death or resignation of any member of said committee, the remaining members or 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 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 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 (h) following or to the approval required for a multi-family dwelling). Neither the members of said committee nor its designated representative 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, 2014, and thereafter the approval described in the 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 said County, appointing a representative or representatives who shall thereafter, for the time specified in said agreement, exercise the same powers exercised by said committee.

(c) There shall not be erected, placed, or suffered to remain (1) any dwelling or other building on any building site having an area of less than 7,000 square feet; or (2) any dwelling on any building site which has a width at the building set-back line of less than 55 feet (such measurement to be made from lot line to lot line along said set-back line on corner lots).

(d) No duplex dwelling structure otherwise allowed by these covenants shall be permitted on any building site unless the floor area of each dwelling within the structure, exclusive of garages and open porches, is not less than 1,100 square feet if the duplex is a single-story and not less than 1,250 square feet if the duplex is a two-story structure. No one-story single-family dwelling structure shall be permitted on any building site unless the ground floor area of the structure, exclusive of garages and open porches, is not less than 1,450 square feet, and no such structure of more than one-story shall be permitted on any building site unless the total floor area of the structure exclusive of garages and open porches, is not less than 1,600 square feet.

(e) Within six months after a dwelling has been occupied for the first time, the front yard shall be sodded. Also, within said six month period, the front yard shall be landscaped with trees, shrubbery, decorative stone, gravel, or the like which landscaping, exclusive of the sod, shall have an aggregate cost of not less than \$250.00. "Front yard" as used in subparagraph (e) shall be the same as defined in the Zoning Ordinance of the City of Springfield as amended from time to time.

(f) No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum set-back lines shown on the recorded plat. No dwelling shall be located on any building site nearer than 5 feet to any interior building site line. No building other than a dwelling shall be located on any building site nearer than 35 feet, measured toward the interior of the building site, from any said building set-back line as shown on said plat nor nearer than 5 feet from any interior building site line. For the purpose of

this paragraph, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a building site to encroach upon another building site.

(g) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(h) No structure of a temporary character, 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.

(i) 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.

(j) 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, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(k) No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

(l) No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(m) No fence, wall, hedge or shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above the paved surface of the nearest adjacent vehicle roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the respective straight street property lines extended to their intersection and a line connecting them at points 25 feet from the intersection of such respective straight street lines. No tree shall be permitted to remain within such triangular area unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines at said elevations.

(n) 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 within the public street to the point of termination of such driveway.

### CLAUSE III

"Building site" as used in this instrument means all or any part of any single tract of land, all of which is owned by the same person or persons, except that in the event any tract of land is used for the construction of a duplex residential building, then in that event, the entire tract of land shall be deemed to be a "building site" for purposes of applying the provisions of subparagraphs (a), (c), (d), (e), and (f) of Clause II above, notwithstanding the fact that each dwelling unit thereon is to be held in separate ownership under condominium ownership or other instrument of ownership; provided, however, that each separate unit of ownership shall be deemed to be a "building site" for the purposes of applying all other subparagraphs of said Clause II, it being the intent hereof that these Covenants shall not defeat the separate conveyance of each dwelling unit in a duplex building provided that the duplex building as a whole complies with the yard, set-back and other bulk requirements of these Protective Covenants. In the event that any such single tract of land is included in part within some part of the lots above-described and in part within other lands, the entire such single tract of land shall be deemed to be and constitute a building site.

### CLAUSE IV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1 2014, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument in writing, executed by the then record owners of a majority in area of the land within the boundaries of said lots shall have been recorded in the Office of the Recorder of Deeds of said County, agreeing to change or revoke said covenants in whole or in part.

### CLAUSE V

Enforcements shall be by proceedings 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.

### CLAUSE VI

Invalidation of any one of these covenants by judgment or court order in nowise affect any of the other provisions which shall remain in full force and effect.

### CLAUSE VII

The undersigned certifies and covenants that it holds title to all of said land and is authorized to execute this instrument.

IN WITNESS WHEREOF, McLaughlin Manufacturing Company has caused this instrument to be executed in its corporate name by its

