

**DECLARATION OF BUILDING RESTRICTIONS
AND RESTRICTIVE COVENANTS FOR
KOKE MILL EAST, PLANNED UNIT DEVELOPMENT, SIXTEENTH PLAT**

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. TA-234, being the owner of all of the following described real estate:

Part of the Southeast Quarter (SE 1/4) of Section 1, Township 15 North, Range 6 West of the Third Principal Meridian, described as follows:

Commencing at a stone marking the center of said Section 1, thence South 00 degrees 09 minutes 38 seconds West, measure 1435.00 feet along the West-line of the Southeast Quarter of said Section 1 to the Point of Beginning; thence South 00 degrees 09 minutes 38 seconds West, measure 435.00 feet along said West line; thence South 89 degrees 50 minutes 22 seconds East, measure 629.75 feet; thence along a tangent curve to the left having a radius of 602.96 feet, arc length of 359.49 feet and a chord bearing North 73 degrees 04 minutes 50 seconds East, 354.19 feet; thence North 55 degrees 00 minutes 00 seconds East, measure 375.25 feet; thence North 34 degrees 00 minutes 00 seconds West, measure 410.00 feet; thence South 56 degrees 00 minutes 00 seconds West, measure 330.00 feet; thence North 34 degrees 00 minutes 00 seconds West, measure 90.00 feet; thence South 77 degrees 27 minutes 38 seconds West, measure 492.05 feet; thence North 89 degrees 50 minutes 22 seconds West, measure 245.00 feet to the Point of Beginning.

Containing 12.750 acres, more or less.

Situated in Sangamon County, Illinois.

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, reservations and charges, to-wit:

1. No building site in lots 265 through 280, inclusive, shall be used for anything other than residential purposes and no building on any of said lots shall be erected, altered, placed or permitted to remain on any building site in said lots other than one detached single-family dwelling.

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2. No building site contained in Lots 281 through 289, inclusive, shall be used except for residential 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 one duplex dwelling.

3. No building shall be located on any building site nearer to the front line of said building site than the minimum set-back line as shown on the recorded plat of the Subdivision.

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

Lots 265 through 280, inclusive

Minimum Side Yard:	7
Minimum Total Side Yards:	15
Minimum Rear Yard:	25

Lots 281 through 289, inclusive

Minimum Side Yard:	5
Minimum Total Side Yards:	12
Minimum Rear Yard:	20

However, garages or other permitted accessory buildings located 50 feet or more from the minimum building set-back shall be permitted to locate within 3 feet of the interior building side line measured to the exterior foundation face of aforementioned garage or other permitted accessory building.

5. No building shall be erected, driveway or fence constructed or swimming pool installed, placed or altered until the construction plans and specifications and a plan showing the location of the structure 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 is composed of J. Fred Adams, Charles W. Adams, Walter E. Hanson and M. G. Nelson, Jr. 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 design or location within 30 days after building plans, specifications and plot 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, Three North Old State Capitol Plaza, Springfield, Illinois 62701.

6. 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.

7. 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 or nuisance to the neighborhood or adjacent property owners.

8. 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, 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.

9. 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 or along side of the building's 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.

10. No satellite dish to be used for television reception shall be located upon any building site in the Sixteenth Plat.

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, waste materials, leaves or combustibles 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 premises.

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 an inhabitable dwelling.

18. A. 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 Koke Hill East Second Homeowners 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 areas situated in the Sixteenth Plat designated as Lot 1005 and subsequent Plats (inclusive of a projected 1.5 acre open

space in the Eighteenth Plat) within the subdivisions designated as Koke Mill East Planned Unit Development or such other reasonable assessments as shall be determined by the Koke Mill East Second Homeowners Association. Said sum or sums, if not paid, shall constitute a lien upon the property or unit as herein defined.

B. The assessments provided for in this article shall be the personal and individual debt of each Owner of a Lot covered by such assessments. In the event of default in the payment of any assessment, the Owner in default shall be obligated to pay interest at the maximum lawful rate on such assessment from the delinquent date thereof, together with all costs of collection, including reasonable attorney's fees.

C. The Association Board may bring suit for and on behalf of the Association and all its members to enforce collection of unpaid charges or assessments as provided by law, and there shall be added to the amount due the costs of said suit together with the legal interest and reasonable attorneys' fees to be fixed by the court. No owner or member of the Association may waive or otherwise escape liability for the assessments provided for herein by either nonuse of the common elements or abandonment.

19. 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.

20. 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 one vote, agreeing to change said covenants in whole or in part.

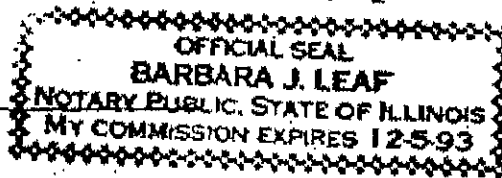
21. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violations or to recover damages.

22. 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.

IN WITNESS WHEREOF I have hereunto set my hand and seal this
16th day of August, 1990.

Barbara J. Leaf
Notary Public

My Commission Expires:



Prepared by:

Brown, Hay & Stephens
ROBERT A. STUART, JR., ESQUIRE
700 First National Bank Building
Springfield, Illinois 62701

Mail to:

Charles W. Adams
1750-D Wabash Avenue
Springfield, Illinois 62704

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