

DECLARATION OF COVENANTS

1-10-91
91000721

Whereas, Paul Davidsmeyer is the owner of the property described on Exhibit "A" attached hereto and incorporated herein by reference; and

Whereas, Paul Davidsmeyer entered into a contract for the sale of the property described on Exhibit "B" to Springfield Park District, a body politic of the State of Illinois; and,

Whereas, the specific property being sold to Springfield Park District which is described on Exhibit "B" attached hereto and incorporated herein by reference is adjacent to the property described in Exhibit "A"; and

Whereas, as a condition to the purchase and for part of the monetary consideration to be paid from the Springfield Park District to Paul Davidsmeyer, it was agreed that the use of the property described in Exhibit "A" was to be restricted.

Now, Therefore, for and in consideration of the purchase by Springfield Park District of the property described in Exhibit "B", Paul Davidsmeyer does hereby restrict all of the property described in Exhibit "A" to the following usages: for grain farming and residential purposes only.

The above covenant is to run with the land and is for the mutual protection of all owners now or hereafter of the property described in Exhibit "A" and Exhibit "B".

The above covenant may not be modified or revoked without the written consent of the Springfield Park District, or its successors or assigns. Said consent to be filed in the Office of the Recorder of Sangamon County, Illinois. Enforcement of the above covenant

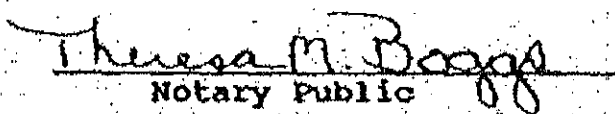
OAK PARK 2nd

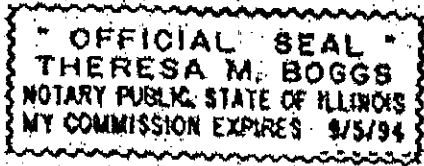
shall be by injunctive relief and the aggrieved party shall be entitled to receive legal fees and costs incurred in enforcing the covenant against any party violating or attempting to violate the covenant declared herein.

Dated this 9th day of January, 1991.


PAUL DAVIDSMEYER

Subscribed and sworn to before me, a Notary Public, this 9th day of January, 1991.


Notary Public



Prepared by:
Presney, Kelly & Presney
Attorneys at Law
726 S. Second Street
Springfield, Illinois 62704

Return to:
Robert C. Walbaum
Attorney at Law
Barrister Building
1231 So. Eighth Street
Springfield, Illinois 62703

EXHIBIT "A"

Part of the Southwest Quarter of Section 2 and part of the Southeast Quarter of Section 3, all in Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois, more particularly described as follows:

Beginning at a stone found marking the Southeast corner of the Southwest Quarter of the aforesaid Section 2; thence South 89 degrees 34 minutes 49 seconds West along the South line of said Quarter Section 2684.30 feet to a stone found marking the Southeast corner of the Southeast Quarter of the aforesaid Section 3; thence North 89 degrees 16 minutes 55 seconds West along the South line of said Quarter Section 860.57 feet to an iron pin set on the East R.O.W. line of the C & NW Railroad; thence North 39 degrees 09 minutes 55 seconds East along said R.O.W. line 1686.18 feet to a set iron pin; thence North 89 degrees 21 minutes 40 seconds East along said R.O.W. line 32.55 feet to a set iron pin; thence North 39 degrees 10 minutes 38 seconds East along said R.O.W. line 1007.81 feet to a set iron pin; thence North 89 degrees 24 minutes 03 seconds East 1803.33 feet to an iron pin set on the East line of the Northeast Quarter of the Southwest Quarter of the aforesaid Section 2; thence South 00 degrees 12 minutes 21 seconds East along said Quarter Quarter Section line 772.86 feet to a found survey monument; thence South 00 degrees 11 minutes 55 seconds East along the East line of the Southeast Quarter of the Southwest Quarter of said Section 2, 1326.07 feet to the point of beginning. Said tract contains 128.9 acres, more or less, and is subject to all utility easements of record.

Excluding therefrom, all that part situated in Section 3, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois; and further

Excluding therefrom, the Southeast Quarter of the Southwest Quarter of Section 2, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois, except the North 25 feet.

EXHIBIT "B"

The Southeast Quarter of the Southwest Quarter of Section 2,
Township 15 North, Range 6 West of the Third Principal
Meridian, except the North 25 feet.

Situated in Sangamon County, Illinois.

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MARY ANN LAMM
RECORDER
SANGAMON CO. IL.

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PROTECTIVE COVENANTS

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93-20422

Relating to "Oak Park Second Addition"

KNOW ALL MEN BY THESE PRESENTS:

Oak Park Subdivision Corp. sometimes referred to herein as "Developer," 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 Twenty (20), both inclusive, in "Oak Park Second Addition," a subdivision of part of the Southwest Quarter of Section Two (2), Township Fifteen (15) North, Range Six (6) 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 as practicable, 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 except for single family 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, an attached 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 plot 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 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, Morton D. Barker, Jr, and John Barker. 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 (i) following.) 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, 2018, and thereafter the approval described in this 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 5,500 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 one-story dwelling shall be permitted on any building site unless the ground floor area of each single family dwelling unit of the main structure, exclusive of one story open porches and garages, is not less than 1,700 square feet, and no dwelling of more than one story shall be permitted on any building site unless the total floor area of the dwelling unit, exclusive of open porches and garages, is not less than 1,800 square feet.

(e) Within six (6) months after a dwelling on any building site has been occupied for the first time, any area within each building site which lies between the pavement of an adjacent street and the building setback line as shown on the recorded plat shall be sodded, except where displaced by other landscaping, sidewalks and permitted driveways, and shall be further landscaped with no less than two trees and shrubbery, decorative stone, gravel or the like, which landscaping, exclusive of the sod, shall have an aggregate cost of not less than Two Hundred Fifty Dollars (\$250).

(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. There shall be established and maintained on each building site, side yards aggregating fifteen (15) feet, neither of which side yard shall be less than seven (7) feet.

(g) 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 seven (7) feet from any interior building site line. For the purpose of this paragraph (g), 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.

(h) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat. In addition, for a period of two (2) years after the date of an initial conveyance of each building site by the Developer, Developer further reserves an easement and the right upon, over, and under additional areas of each such building site to maintain and correct the drainage of surface water which Developer, in its sole discretion, determines to be beneficial for the health, safety, and appearance of all building sites within Oak Park Second Addition and adjacent subdivisions. The Developer shall not have the right upon such additional areas to remove or damage any permanent structure upon a building site nor excavate or fill within five feet of any permanent structure without the express written consent of the building site owner except the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any similar action determined by the Developer, in its sole discretion, to be reasonably necessary, provided only that

the Developer restores the affected areas to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Developer, an emergency exists which precludes such notice.

(i) All construction of homes must be diligently pursued to completion within a reasonable period of time after commencement of construction. No home may be occupied until it is 90 percent (90%) complete, which shall include all exterior siding, trim, brick, soffit, roof, and concrete driveway. 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.

(j) No satellite dishes or television towers shall be erected or maintained on any building site.

(k) 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.

(l) 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.

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

(n) 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.

(o) No fence, wall, hedge or shrub planting, which obstructs sight lines at elevations between two (2) and six (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.

(p) 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. 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, 2018, 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

Enforcement 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, Oak Park Subdivision Corp. has caused this instrument to be executed on this 4 day of May, 1993.

OAK PARK SUBDIVISION CORP.

By: 

Its: via - president

Prepared By & Return To:
Edward J. Alewelt
Mohan, Alewelt, Prillaman & Adami
One North Old State Capitol Plaza
Suite 325
Springfield, IL 62701-1323

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SANGAMON COUNTY
ILLINOIS

93-20422

93 MAY 25 AM 10:38

Mary Ann Sammel
RECORDER

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③ PREPARED BY AND RETURN TO: ⁶⁷⁶
Law Offices Donald A. LoBue
1020 South Seventh Street
Springfield, IL 62703

SANGAMON COUNTY
ILLINOIS
96-31885

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Mary Ann Sammel
RECORDER

AMENDMENT TO PROTECTIVE COVENANTS
RELATING TO "OAK PARK SECOND ADDITION"

The undersigned, being all of the record owners of the following described real property; to wit:

Lots One (1) to Twenty (20), both inclusive, in "Oak Park Second Addition," a subdivision of part of the Southwest Quarter of Section Two (2), Township Fifteen (15) North, Range Six (6) West of the Third Principal Meridian, situated in the County of Sangamon and State of Illinois.

hereby unanimously agree to amend those certain Protective Covenants, dated May 4, 1993 and filed in the office of Recorder of Deeds of Sangamon County, Illinois, on May 25, 1993, as Document No. 93-20422, as follows:

The first sentence of paragraph (f) of Clause II of said Protective Covenants is hereby amended in its entirety to read as follows:

No building shall be located on any building site nearer to front lot line or nearer to the side street line than the minimum set-back lines shown on the recorded plat. There shall be established and maintained on each building site, side yards aggregating fifteen (15) feet, neither of which side yard shall be less than seven (7) feet; except Lot 5 which shall be allowed a side yard of not less than 5.9 feet.

Except as hereinbefore amended, said Protective Covenants filed as Document No. 93-20422 shall remain in full force and affect.

The foregoing amendments to said Protective Covenants shall be effective

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The foregoing amendments to said Protective Covenants shall be effective upon the filing of this Amendment to Protective Covenants in the office of Recorder of Deeds of Sangamon County.

In Witness Whereof each of the record owners of said Lots in Oak Park Second Addition have hereto executed this agreement as of the date shown opposite his or her name.

Owner (s) of Lot 1

David W. Johnson Date: 7-29-96
David W. Johnson

Kathleen Johnson Date: 7-29-96
Kathleen Johnson

Owner (s) of Lot 2 and 5

Eric J. Kramer Date: 7/29/96
Eric J. Kramer

Annette M. Kramer Date: 7/29/96
Annette M. Kramer

Owner (s) of Lot 3

Donald York Date: 7/29/96
Donald York

Nancy York Date: 7/29/96
Nancy York

Owner of Lot 4

Carolyn Taft Date: 7-29-96
Carolyn Taft

Owner (s) of Lot 6

Randall Doty Date: 7-29-96
Randall Doty

Jana T. Doty Date: 7-30-96
Jana T. Doty

Owner (s) of Lot 7

Steven A. Kunshek Date: 7-31-96
Steven A. Kunshek

Deceased Date: X
Nancy L. Kunshek

Owner (s) of Lot 8

Marvin M. Schroeder Date: 8/2/96
Marvin M. Schroeder

Sandra L. Schroeder Date: 8/03/96
Sandra L. Schroeder

Owner of Lot 9

Myron Sternstein Date: 29/JULY 96
Myron Sternstein

Owner (s) of Lot 10

Richard T. Dalsin Date: 7-29-96
Richard T. Dalsin

Pamela S. Dalsin Date: 7/29/96
Pamela S. Dalsin

Owner (s) of Lot 11

Jerry A. Stephens Date: 7/29/96
Jerry A. Stephens

Mary R. Stephens Date: 7/29/96
Mary R. Stephens

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Owner (s) of Lot 12

Mark F. Vasconcelles Date: 7/29/96

Cara Vasconcelles Date: 7/29/96
Cara P. Vasconcelles

Owner (s) of Lot 13

Allen Kon Date: 7/29/96
Allen Kon

Rhonda S. Kon Date: 7/29/96
Rhonda S. Kon

Owner (s) of Lot 14

Gary D. Miller Date: 7-29-96
Gary D. Miller

Nancy Miller Date: 7-30-96
Nancy Miller

Owner of Lot 15

John R. Spring Date: 8/5/96
John R. Spring

Owner (s) of Lot 16

John G. Beaman Date: 7-29-96
John G. Beaman

Frances K. Beaman Date: 7/29/96
Frances K. Beaman

Owner (s) of Lot 17

Michael R. McKinney Date: 7-29-96
Michael R. McKinney

Cheryl L. Dorr Date: 7-29-96
Cheryl L. Dorr
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Owner (s) of Lot 18

Central Illinois Conference of
United Methodist Churches

By: Jack L. Newcome Date: 7/29/96

Owner (s) of Lot 19

Phillip P. Gardner Date: 7/29/96
Phillip P. Gardner

Bonnie K. Gardner Date: 7-29-96
Bonnie K. Gardner

Owner (s) of Lot 20

Timothy A. Mason Date: 7-29-96
Timothy A. Mason

Susan M. Mason Date: 7-29-96
Susan M. Mason

Architectural Control Committee

By: Robert J. Fuller
for J. J. Kelley 8-5-96

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