

2-27-96
96-07296

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PROTECTIVE COVENANTS

Relating to "Oak Park Eighth 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 Hundred Seventy-Six (176) to Lot One Hundred Ninety-nine (199), both inclusive, in "Oak Park Eighth Addition," a subdivision of part of the Southwest Quarter of Section Two (2) and a part of the Southeast Quarter of Section 3, 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:

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(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, attached private garages and out buildings incidental to residential use of the building site. Each dwelling constructed on a building site shall include attached garages for not less than two automobiles.

(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 and elevation 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. The Architectural Control Committee shall not approve any external designs which does not include some brick on the front walls of each dwelling structure. Said Architectural Control Committee shall be composed of Robert J. Barker, Morton D. Barker, Jr, and John A. 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 paragraphs (e) (f) or (g) 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, 2021, 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) 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 and in the case of Lots 189 through 199 both inclusive, nearer to Iles Avenue and Bradfordton Road than the minimum set-back line 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.

(f) 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 (f), 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) 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. No satellite dishes in excess of 18" in diameter nor any television towers shall be erected or maintained on any building site.

(h) 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.

(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.

(j) 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).

(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) 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 Eighth 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.

(q) All Owners of building sites, their respective heirs, successors and assigns shall be members of Oak Park Homes Association in accordance with the provisions of that certain Declaration of Easements, Covenants, Conditions and Restrictions Relating To Oak Park Common Areas filed in the Office of the Recorder of Deeds of Sangamon County on May 9, 1994, as Document Number 94-19634.

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, 2021, 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 shall not, in any manner, 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 23 day of Feb, 1995.

OAK PARK SUBDIVISION CORP.

By: [Signature]

Its: [Signature]

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SANGAMON COUNTY
ILLINOIS
96-07296

Prepared By: Red
Edward J. Alewelt
Mohan, Alewelt, Prillaman & Adami
One North Old State Capitol Plaza
Suite 325
Springfield, IL 62701-1323
(217) 528-2517

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[Signature]
RECORDER

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SANGAMON COUNTY
ILLINOIS

96-27480

96 JUL 10 AM 11:31

Mary Ann Samuel
RECORDER

**Amendment to Protective Covenants
relating to "Oak Park Eighth Addition"**

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

Lot 176 to Lot 199, both inclusive, of Oak Park Eighth Addition, a subdivision of part of the Southwest Quarter of Section 2 and part of the Southeast Quarter of Section 3 Township 15 North Range 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 February 23, 1996 and filed in the office of Recorder of Deeds of Sangamon County, Illinois, on February 27, 1996, as Document No. 96-07296, as follows:

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

No building site shall be used except for single family residence purposes except Lot 176 and Lot 177, each of which Lots 176 and 177 shall be used only for single family residential or duplex family residential purposes.

Except as hereinbefore amended, said Protective Covenants filed as Document No. 96-07296 shall remain in full force and affect.

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 Eighth Addition have hereto executed this agreement as of the date shown opposite his or her name.

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Owner of Lots 176, 177, 178, 180,
182, 188, 189, 190, 191, 193, 198,
and 199

Oak Park Subdivision Corp.

By: *Robert J. Miller* Date: 7-1-96
Its Vice president

Owner of Lot 179, 187, and 192
Moughan Builder, Inc.

By: *James M. Moughan* Date: 7-2-96
Its

Owner of Lots 183, 184, and 185
RMC Builders, Inc.

By: *M. J. V. [Signature]* Date: 7-5-96
Its

Owner of Lot 181

Richard L. Tega Date: 7/2/96
Richard L. Tega

Owner(s) of Lot 186

David Kirby Date: 7-8-96
David Kirby

Lea Kirby Date: 7-8-96
Lea Kirby

Owner(s) of Lot 194

Stanley Luzinski Date: 7-2-96
Stanley Luzinski

Sandra Luzinski Date: 7-2-96
Sandra Luzinski

Owner(s) of Lot 195

Richard T. Dalsin Date: 7-2-96
Richard T. Dalsin

Pamela S. Dalsin Date: 7/2/94
Pamela S. Dalsin

Owner(s) of Lot 196

J. Michael Rodier Date: 7/2/96
J. Michael Rodier

Kathryn J. Rodier Date: 7/2/96
Kathryn J. Rodier

Owner of Lot 197
Bredemeyer Home Builders, Inc.

By: [Signature] Date: 7-2-96
its _____

Prepared By and Return To:
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