

DECLARATION OF BUILDING AND
USE RESTRICTIONS ON SPRING LAKE ESTATES

KNOW ALL MEN BY THESE PRESENTS that CAPITOL BANK & TRUST COMPANY OF SPRINGFIELD, a banking association in Springfield, Illinois, as Trustee under the provisions of a Trust Agreement dated August 4, 1978, known as Trust number TLT-387, being the owner of all of the lots in Spring Lake Estates, an Addition to the Village of Sherman, Illinois, as platted by the plat recorded in the Recorder's Office of Sangamon County, Illinois, in Book of Plats *A 335B*

in consideration of the purchase or other acquisition of any lot, lots, or parts thereof, in said Spring Lake Estates and as an inducement thereto, and in order to secure the best use and improvement of the building sites in said Addition, to protect the owners of building sites therein against the depreciation in value of their properties, to prevent the erection of poorly designed or constructed buildings, to make the best use of and to preserve the natural beauty of said Subdivision, to locate the buildings therein with a proper regard to the topographical features of said Subdivision, and to provide for a quality development of said Subdivision, does hereby for itself its successors and assigns, covenant and agree with each and every purchaser or grantee of any lot, lots, or parts thereof, in said Spring Lake Estates, that the following restrictions as to building and use shall be covenants running with the land in said Spring Lake Estates.

1. All lots except Lot 1, 23, 24, 25 and 26, shall be used only for single family residential purposes.

Lots 1, 23, 24, 25 and 26 may be used for single family residential purposes or for duplex family residential purposes.

2. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling except as to Lots 1, 23, 24, 25 and 26 which building sites may have erected thereon a duplex not to exceed two stories in height and a private garage for not more than four cars.

3. No building shall be erected, placed, or altered on any building site until the construction plans, including elevations, and specifications and a plot plan showing the location of the structure and of the driveway 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 material, 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 setback line unless similarly approved.

All dwelling structures shall meet the following requirements: the ground floor area of the main structure, excluding cellars, basements, open porches, breezeways and garages, shall be not less than 1400 square feet, measured from the outside of the exterior walls, for a one-story dwelling, and every dwelling of more than one story shall have a total floor area, measured from the outside of the exterior walls, of not less than 1600 square feet, including utility room, but excluding cellars, basements, open porches, breezeways and garages.

Said Architectural Control Committee shall be composed of Ted B. Walschleger, James O. Williamson, and Amato Polistina. In the event of 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 30 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 30 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 9 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, 2005, 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. All construction work must be diligently pursued to completion within a reasonable time as determined by the Architectural Control Committee.

4. No automobile, truck or commercial vehicle, trailer, camper or boat, shall be kept or parked on any building site or in the streets in said Spring Lake Estates other than for periods of less than eight hours except in a garage.

5. No structure shall be erected without an individual waste disposal system and no septic tank shall be installed without first conducting a proper soil percolation test and without provision for the minimum number of laterals required for a three bedroom house (or more if more than a three bedroom structure is to be serviced by such septic tank), all in accordance with the regulations of Illinois Environmental Protection Agency.

6. Any structure having a floor area below grade shall have footing drains and a sump pump that discharge in the rear yard.

7. There shall be a side yard of at least 15 feet on both sides of any structure erected on any building site.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of said Spring Lake Estates.

9. All electric, telephone, and cable TV service lines, and wires in said Spring Lake Estates and any building site therein shall be installed underground, except that, during the construction of any building therein, temporary above ground electric service to the building site on which such construction is taking place will be allowed.

10. No structure of a temporary character, trailer, camper, basement, tent, garage, barn or other outbuilding or partially completed permanent structure shall be used on any building site at any time as a residence, either temporarily or permanently.

11. No noxious or offensive activities 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.

12. No sign of any kind shall be displayed to the public view on any building site except 1 professional sign of not more than 1 square foot, 1 sign of not more than 5 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.

13. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said Spring Lake Estates and any such house pet shall be kept in the yard of its owner or on a leash when outside of its yard.

14. 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.

15. "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.

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2005, after which time said covenants shall be automatically extended for successive periods of 10 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 in said County agreeing to change or revoke 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 covenant either to restrain violation or to recover damages.

18. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

19. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in said Spring Lake Estates, and to their heirs and assigns.

IN WITNESS WHEREOF, Capitol Bank & Trust Company of Springfield, as Trustee as aforesaid; has caused its corporate seal to be hereto affixed and its name to be signed to this instrument by its Trust Officer and attested by its Cashier, pursuant to authority granted by its Board of Directors, this 12th day of December, 1978.



CAPITOL BANK & TRUST COMPANY OF SPRINGFIELD
as Trustee under the provisions of
a Trust Agreement dated August 4, 1978,
known as Trust Number TLT 387

By William R. Schlinkert, Jr.
Trust Officer

ATTEST:

Frederic D. Sosman
Cashier

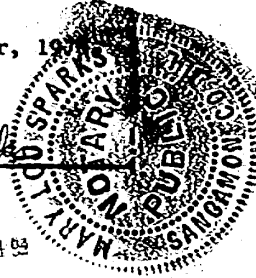
STATE OF ILLINOIS)
) ss.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that William R. Schlinkert, Jr., and Frederic Sosman III, personally known to me to be respectively the Trust Officer and Cashier of Capitol Bank & Trust Company of Springfield, a banking association, Trustee under the provisions of a Trust Agreement dated August 4, 1978, known as Trust Number TLT 387 appeared before me this day in person and severally

acknowledged that as such Trust Officer and as such Cashier of said banking association, they signed said instrument and caused the corporate seal of said banking association to be affixed thereto, pursuant to authority granted by the Board of Directors of said banking association, as their free and voluntary act and as the free and voluntary act of said Capitol Bank & Trust Company of Springfield, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of December, 1978

Mary Lou Sparks
Notary Public



My Commission Expires 02-01-83

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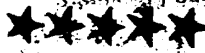
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Mary Lou Sparks

RECORDS OF DEEDS
SANGAMON COUNTY, ILL.

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Mail
John Gray Hall
608 Ridgely Bldg.
Springfield, Ill. 62701