

JUL 6 1984

FOR

THE RAIL SUBDIVISION - FIRST PLAT

WHEREAS, Springfield Marine Bank Trust Number 53-0827-5 (hereinafter identified as "Developer"), having its principal office at 3085 Stevenson Drive, Springfield, Illinois, as Owner of The Rail Subdivision First Plat, located in Fancy Creek Township, and situated in the Village of Sherman, County of Sangamon, State of Illinois, hereby declares the following restrictions, covenants and reservations hereinafter set forth shall be imposed upon the title to the land and run with title to said property, and all lots therein shall be held, sold, and conveyed subject to said restrictions and covenants, and shall be binding on all parties having any right, title, or interest in said property or any part thereof, their heirs, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

Subject property legally described as:

A Subdivision of Part of S.E. $\frac{1}{4}$ of Section 35
Township 17 North Range 5W of the 3rd PM consisting of lots 1
through 15 according to the plat recorded as document one -
382499.

WHEREAS, Developer desires to provide for the preservation of values in the Subdivision and to retain the best use and improvement of the lots therein, to insure appropriate development of each lot, to protect each owner against improper use of surrounding land as will depreciate the value of his property; to preserve 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 on each lot; to secure and maintain proper set-backs from streets and, in general, to provide for a high-type improvement on said property and thereby enhance the value of investments made by Purchasers of the lots therein, the said real estate is hereby subjected to the following conditions, restrictions and charges, to-wit:

1. Residence. No lot or building site shall be used for other than single family residence purposes. No residential unit shall be constructed upon any lot or building site with living area of less than 1,800 square feet for a one story residence, and in no event shall the ground floor

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be less than 1,500 square feet for multiple level dwellings, exclusive of open porches, garages, carports and breezeways.

2. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or building site except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure and purpose of the occupants, but not for any commercial use or purpose.

3. Nuisances. Each Owner shall refrain from any act or use of his property which could cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any lot or building site. No lot or building site shall be used in whole or in part for storage of rubbish of any character whatsoever; nor shall any substance, thing or material be kept upon any lot or building site which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of the surrounding property. No weeds, trash, materials, wrecked or inoperable vehicles or any other unsightly item shall be allowed to remain on any lot or building site. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish or other debris for pickup by garbage and trash removal service units.

4. Set-Back Lines. No building, nor any part thereof, nor fence, nor wall shall be located on any lot or building site nearer to the street than the minimum setback lines on the recorded plat. For the purpose of determining compliance with the foregoing building line requirements, porches, wing-walls, eaves and steps extended beyond the outside wall of a structure shall not be considered as part thereof. However, this provision shall not be construed to authorize or permit encroachment upon any easements or rights-of-way. Set-back lines are not intended to engender uniformity of set-backs. It is intended that set-backs may be staggered where appropriate. No building or any part thereof shall be located nearer than five (5) feet to a side line of any interior lot or building site. Set-back provisions herein prescribed or shown on the plat may be altered by the Committee as hereinafter defined whenever, in its sole discretion, the topography or configuration of any lot or building site in said Subdivision will so require.

5. Easements. Each lot or building site now or hereafter subject to this Declaration shall be subject to all easements shown or set forth in the recorded plat(s) of survey upon which such lot or building site is

shown. No structure(s) of any type shall be erected or placed upon any part of a lot or building site which will interfere with the rights and use of any and all easements shown on said recorded plat. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future and utility service lines to, from or for each of the individual subdivision lots or building sites. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot or building site and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. With ten (10) days prior written notice to the Owner, the Committee may enter upon the property for the purpose of removing obstructions in such easements upon Owner's failure to do so.

6. Storage and Parking of Vehicles. There shall be no outside storage upon any lot of any commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other water craft, boat trailer or any other transportation device of any kind; provided, however, that private automobiles regularly in use and incident to the residential use of an Owner or Tenant of a dwelling unit may be parked upon a lot or building site in a paved driveway or parking space provided for said dwelling unit.

7. Signs. No signs of any kind shall be displayed to public view on any lot or building site except one professional sign of not more than one (1) square foot, and/or sign of not more than five (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.

8. Utility Lines. All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the lots or building sites shall be underground, provided, however, this restriction shall not be construed to prohibit the installation or construction of one or more central service relay towers or other receptor in the event such is, in the Committee's sole discretion, deemed necessary. No individual TV or similar tower or antenna shall be erected on the building lots without the prior written consent of the Committee.

9. Clothes Lines. Stationary outside clothes lines will not be permitted and portable clothes hanging devices such as lines, poles, frames, etc. shall be stored out of sight when not in use.

10. Mail Boxes. Any mail box post or support therefor shall be of a type consistent with the character of The Rail Subdivision First Plat and shall be placed and maintained to compliment the houses in the neighborhood as determined by the Committee.

11. Landscaping. Each lot or building site Owner shall submit to the Architectural Control Committee and obtain approval, in writing, a landscape plan, indicating thereon the improvements and the location, size and species of each plant, shrub and tree. It is the intent of the Committee to give special attention and require appropriate landscaping to enhance the beauty of the subdivision and the landscaping shall be complete in accordance with said approved plan prior to occupancy of the residence, except for occupancy occurring December 1 through March 31. If occupancy occurs during this period, landscaping shall be completed on or before the following May 15th.

12. Roof Materials. Each lot or building site Owner shall install roofing materials as approved by the Architectural Control Committee. It is the intent of the Committee to insure harmony of roof colors and materials throughout the Subdivision. The roof of all structures on a lot or building site shall reasonably conform as to color and material. Wood cedar shakes and wood shingles shall be approved materials; however, the Committee may approve other materials felt to be in keeping with the intent.

13. Architectural Control. No building, construction, reconstruction, alteration, or addition of or to any structure, building, fence, wall, road, hard surface drive or any improvement of any nature shall be made without written approval of the Architectural Control Committee as to size, location, materials, harmony of exterior design with other structures, and finished grade elevation. The Architectural Control Committee (hereinafter called "Committee"), consisting of Leonard W. Sapp, Larry W. Sapp, and Glen P. Garrison, is hereby designated to act without compensation for their services, upon all matters over which they have the power and authority granted under this declaration. A majority of the Committee may designate a representative to act in behalf of the Committee. In the event of death or resignation of any member of the Committee, the remaining members shall

have full authority to designate a successor and after all of the lots of the entire Rail First Plat Subdivision are sold by the Developer and homes are completed thereon, the record owners of a majority of all lots in the Subdivision may appoint a new Committee to carry out the duties and responsibilities outlined herein. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications, must be submitted to the Committee. It is the intent that all homes be constructed in such a manner as to be an asset to the development and that the most current energy conservation methods be employed and utilized. Upon giving approval, construction shall be started and prosecuted to completion in conformity with such plans. The exterior of all structures must be completely finished before any house may be occupied. The Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations. The Committee shall be entitled to stop construction in violation of these restrictions. Any member of the Architectural Control Committee or its representatives shall have the right during reasonable hours to enter upon any lot or building site and to inspect any improvements thereon, for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with, and if necessary, for the purpose of remedying and correcting any breach of these restrictive covenants. Such person or persons shall not be deemed guilty of trespass by reason of such entry or by reason of remedying or correcting any such breach of these covenants.

14. Repurchase Option. Any lot or building site on which construction has not commenced within eighteen (18) months of the date of sale may be repurchased by the Developer at the same price for which the lot or building site was sold. The Developer shall have a continuing option to repurchase said lot or building site for the same price at any time after said eighteen (18) month period if construction has not commenced. In the event the Owner of any such lot or building site decides to advertise or otherwise offer such lot or building site for sale, said Owner must first give the Developer thirty (30) days written notice of such offering, and if the Developer does not exercise said option during said thirty (30) day period, then the Owner may sell said lot or building site to any other buyer at any price agreed upon between the Buyer and Seller.

15. Breach of Covenants. If any Owner, either by his own conduct or by the conduct of his immediate household, guest, tenant or agent, shall violate any of the covenants set forth herein, and such violation shall not be cured within ten (10) days after written notice of such violation is sent by the Architectural Control Committee to the Owner or Owners of such lot or building site, the Committee shall have the power and authority to (a) levy a fine against the Owner or Owners involved of not less than \$10.00 and no more than \$50.00 for each day, after such ten (10) days' notice, such violation continues to exist uncured; (b) to institute such legal action or proceeding as may be required to enforce payment and collection of all or any part of any fine or fines levied against such Owner or Owners, to prosecute other action or proceedings at law, including actions for damages or for mandatory or other injunctions against any such Owner or Owners, in order to enforce compliance with the Restrictive Covenants set forth herein; (c) to enter upon the lot or building site involved to remedy or correct any breach or violation of these covenants by any reasonable means, including performing all or any of the exterior repairs or maintenance which any owner or owners fail to perform. Any and all rights and remedies may be exercised by the Committee and in any action, suit or proceeding instituted by the Committee, all costs incurred in connection therewith, including court costs and reasonable attorney's fees, shall be recoverable in any such action or proceeding and shall be included in any judgment or decree rendered in favor of the Committee. Any fine or fines levied and all costs and fees incurred by the Committee in connection with any action, suit or proceeding instituted as hereinabove provided and all costs, fees and expenses in connection with enjoining, remedying or correcting any breach or violation of these covenants, shall be assessed against the Owner or Owners involved and against the lot or building site and improvements located thereon, and the same shall be a charge and become a continuing lien upon said property, and the joint and several personal obligation of each Owner involved, and shall become immediately due and payable in all respects by such Owner or Owners.

16. Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective for twenty-five (25) years from date of recordation. After said twenty-five

(25) year period, they shall be automatically extended for successive period of ten (10) years each unless after said twenty-five (25) year period it is agreed by the vote of a majority in interest of the then Owners of the above described property to change, amend or revoke the restrictions in whole or in part. Each purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided herein, and shall inure to the benefit of any such person or grantee in like manner as though the provisions of this Declaration were recited and stipulated in length in each and every deed of conveyance.

17. Validity of Covenants. If any covenant or provision herein shall be finally declared to be invalid by a court of competent jurisdiction, the other covenants and provisions shall remain fully enforceable.

IN WITNESS WHEREOF, the undersigned Developer has caused this instrument to be executed this 29th day of June, 1984.

SPRINGFIELD MARINE BANK
TRUST #53-0827-5

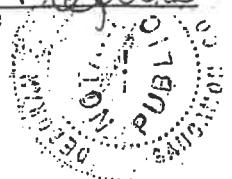
By Rex A. Alexander
Asst. V.P. & Trust Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Deborah F. Lewis, a Notary Public in and for the County and State aforesaid, do hereby certify that Rex A. Alexander as Asst. V.P. & Trust Officer of Springfield Marine Bank, an Illinois Banking Corporation, personally known to me to be the Asst. V.P. & Trust Officer of said banking corporation, and who is also known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Asst. V.P. & Trust Officer he signed, sealed and delivered said instrument, pursuant to authority of its Board of Directors, as his free and voluntary act and as the free and voluntary act and deed of said corporation as Trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of June, 1984.

Deborah F. Lewis
Notary Public



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The undersigned Helen Marx hereby consents to, confirms and adopts the foregoing Protective Covenants for The Rail Subdivision, First Plat, Sangamon County, Illinois, pursuant to power and authority conferred in her under the terms of a Trustee's Deed to her from The First National Bank of Springfield, as Trustee under Trust Agreement dated January 24, 1973, known as Trust No. 031-7909 recorded as Document No. 384256.

Dated June 29, 1984.

Helen Marx
Helen Marx

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ruth Marx, a Notary Public in and for said County and State aforesaid, do hereby certify that Helen Marx, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of June, 1984.

Ruth Marx
Notary Public



*return to
prepared by L. W. Sapp*

*625 So 2nd St
Springfield, Ill 62704*

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Mary Ann Simon
RECORDER, SANGAMON CO., IL.

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