

**DeerPath Acres Subdivision
Sangamon County, IL**

Restrictive Covenants

DeerPath Acres (legally described in Exhibit "A" attached), Sangamon County, Illinois, hereby declares and adopts the following restrictive covenants running with the land:

1. Purpose: The purpose of these restrictions is to insure the use of the above described property sometimes referred to herein as "such lot" or "tract," for attractive, detached, single family residential purposes only, and no trade or business that is in violation of Sangamon County ordinances may be carried on therein. These restrictive covenants apply to Lots/Tracts 1 through 5 of Deerpath Acres Subdivision, but do not apply to Tract 6 (2.48 acres), which reverts back to agricultural use, and will be legally attached to the agricultural land adjacent to the South.

2. Single-Family Dwellings: Only one detached single-family dwelling and private garage appertaining thereto shall be erected on such lot. No use shall be made of such lot except such as is incidental to the occupation thereof for residence purposes by one private family residing in a detached, single-family dwelling. No building shall be erected, altered, placed or permitted to remain on such lot exceeding two and one-half stories in height. Storage buildings may be erected, but shall not exceed one hundred fifty square feet in size and must be of good quality and match the color scheme of the residence.

3. Size and Quality of Dwellings:

a. The total floor area of the main structure, exclusive of basement, one-story open porches, and garages, shall not be less than 1600 square feet for a one-story dwelling, not less than 1700 square feet for a two-story dwelling, not less than 1800 square feet for a bi-level dwelling or a tri-level dwelling.

b. All computations of floor areas shall be exclusive of garages, porches, or terraces.

4. Setbacks:

a. No building exclusive of eaves and steps shall be located on such lot nearer to the front lot line or side line than the minimum building line, as shown on the recorded plat of said addition, or 40 feet from the front lot line if not so indicated and nearer than 10 feet to any interior lot line, provided that a detached garage constructed to the rear of the lot may be no nearer than 5 feet from any lot line.

b. Interior lot lines as used herein means the lot lines having no street frontage shown on the recorded plat of said subdivision.

c. Where a side yard is used for driveway purposes, that side yard adjacent to the dwelling shall not be less than 12 feet in width.

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d. A single dwelling may be constructed across lot lines, in which case all lots over which any portion of the single dwelling and attached garage extends shall be considered one lot for the setback purposes.

5. Uses:

a. No spirituous, vinous, or malt liquor shall be sold or kept for sale on such lot.

b. No lot shall be used for any commercial purposes that are in violation of Sangamon County Ordinances.

c. No machinery, appliance, or structure of any kind shall be permitted upon, maintained, or operated in or on the premises of such lot for the facilitation and carrying on any trade, business, or industry.

d. No noxious or offensive activity shall be carried on or upon such lot, nor shall anything be done thereupon, which may become an annoyance or nuisance to the neighborhood; disturb the peace and quiet thereof; or annoy any occupant of the neighboring property. No such lot, nor any part thereof, shall be used either temporarily or permanently to sell, store, accumulate used car parts or junk of any kind or character whatever. Rubbish, trash, garbage, or other wastes shall not be kept on any lot except temporarily and all such rubbish, trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage of waste material shall be kept in a clean and sanitary condition and so as not to be visible to the public, except when temporarily placed thereon on trash collection days.

6. Animals and Horses: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on such lot, except dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

7. Signs: No sign of any kind shall be maintained or displayed on such lot, except one sign of not more than one square foot in area identifying the occupants of the dwelling, one sign of not more than five square feet in area temporarily advertising the property for sale or rent, and sign used by contractors doing the construction of any improvements thereon.

8. Architectural Standards:

a. No construction or erection of any nature whatsoever shall be commenced or maintained upon any part of the properties unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved as to harmony of external design and location in relation to surrounding structures and topography, in writing by an Architectural Standards Committee, consisting of the President of DeerPath Acres, Inc. or his designee(s). The Architectural Standards Committee shall have the right to refuse to approve any such plans, specification, or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading shall have the right to take into consideration the suitability of the proposed building or other structure or improvement to be built or constructed, to the site upon which it is proposed to

erect the same, and the harmony as planned in view on the outlook of the adjacent properties. No alterations, repairs, excavations, fences, awning, patio, swimming pool, light pole fixture, landscaping or other work which in any way alters the exterior of any lot or common area or the improvements thereon shall be commenced or done of such property without the prior written approval of the Architectural Standards Committee. In the event said committee fails to approve or to disapprove such construction, additions, or alterations within thirty (30) days after said plans and specifications shall have been submitted to it, approval will not be required and the Article will be deemed to have been fully complied with.

b. The purpose of the paragraph is to develop the subdivision into a beautiful private, residential section. If disagreement as to any of the points set forth in the paragraph should arise, the decision of the Architectural Standards Committee shall control.

9. Other Provisions:

a. All areas of such lot not occupied by a building, a driveway not more than 24 feet in width and sidewalks, shall be sodded or seeded by Grantee (buyer) and landscaped and maintained as a lawn.

b. No trailer or mobile home (with or without wheels and whether or not permanently fastened to a foundation or the ground) and no basement, tent, shack, garage, barn or other outbuilding placed on any lot shall, at any time, be used as a residence, temporarily or permanently.

c. All vacant lots shall be kept free of weeds and shall not be permitted to fall into an unsightly condition.

d. No fences shall be located closer than the building set back line to any street.

e. No outside television or radio aerial antenna or satellite dish or other aerial or antenna, or reception or transmission greater than three (3) feet in diameter shall be maintained on the exterior of any lot without the prior written consent of the Architectural Standards Committee.

f. Each driveway must be finished with an all-weather hard surface such as concrete or bituminous asphalt or gravel, except where written permission to do otherwise has been given by the Architectural Standards Committee.

g. No driveway entrance culvert shall be placed upon a lot without written approval of the appropriate Highway Commissioner. The commissioner or person or persons designated by him shall have the sole authority to approve the diameter and material of said culvert for each lot. The minimum standard shall be 12-inch reinforced metal culvert pipe.

h. Neither Grantee (buyer) nor any person or persons claiming under him shall or will at any time raise the grade of any lot or lots herein conveyed above the grade established or to be established by Grantor (DeerPath Acres, Inc) or the Architectural Standards Committee.

10. Easements:

- a. An easement over a portion of such lot designated as easement shown in the recorded plat of said subdivision is hereby reserved for drainage and the use of public utility companies and others, to install, construct, renew, operate and maintain pipes, conduits, cables, poles and wires, either overhead, or underground for the purpose of providing any property in said subdivision with gas, electric, telephone, water, sewer or other utility services.
- b. Overhead cables, poles and wires for public utilities shall be permitted only on such portion or any lot designated for public utilities, but all electric, telephone service and other lines for any improvements in said subdivision shall be installed and maintained underground.
- c. Drainage and such portions so designed as easements shall not be blocked or impaired and any owner of any lot or part thereof in said subdivision shall have the privilege of removing any obstruction blocking or impairing such drainage.

11. Septic Systems: 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 served by such septic tank), all in accordance with the regulations of the Illinois Environmental Protection Agency the location of which filed shall be approved by the Architectural Standards Committee.

12. Grade Line: The grade line of any lot or site shall be maintained to correspond with that of surrounding property. Changing the grade line of any lot that causes an increase in watershed onto an adjacent property is prohibited. Every effort to drain water must be made toward the front of the property into the drainage ditch.

13. Severability and Legal Effect:

- a. Invalidation of any of these covenants by judgment or court order shall in no way affect the other provisions, which shall remain in full force and effect.
- b. It is expressly understood and agreed, that the several restrictive covenants contained herein shall attach to and run with the land, and it shall be lawful not only for Grantor (the President of DeerPath Acres, Inc), his heir and assigns, but also for the owner or owners of any lot title from or through Grantor, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.
- c. The Grantor (the President of DeerPath Acres, Inc), prior to the conveyance of any lot, and thereafter with the written consent of all the recorded owners of a lot in said addition, shall have the right to alter, amend or revoke these restrictive covenants by a written instrument recorded in Sangamon County, Illinois.

REFER TO CABINET
#H103-A
DOC# 2001R03967

DATED: June 3, 2003
BY: Grant A. Blasdell
Grant A. Blasdell, President
DeerPath Acres, Inc.

I accept, understand, and agree to all provisions above.

Buyer's Signature: _____

Date: _____

Buyer's Signature: _____

Date: _____

