

DECLARATION OF BUILDING
AND USE RESTRICTIONS ON
FLAGGLAND PARKS FIFTH
ADDITION

550336
11-15-73

KNOW ALL MEN BY THESE PRESENTS that THE ILLINOIS NATIONAL BANK OF SPRINGFIELD, a national banking association in Springfield, Illinois, as Trustee under the provisions of a Trust Agreement dated February 1, 1968, known as Trust Number PL-3228, being the owner of all of the lots in Flagglan Parks Fifth Addition, 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 21 of Plats at page 62 in consideration of the purchase or other acquisition of any lot, lots, or parts thereof, in said Flagglan Parks Fifth Addition 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 Addition, to locate the buildings therein with a proper regard to the topographical features of said Addition, and to provide for a quality development of said Addition, 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 Flagglan Parks Fifth Addition, that the following restrictions as to building and use shall be covenants running with the land in said Flagglan Parks Fifth Addition.

1. Lots 1 to 14, inclusive, shall be used only for single 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, or may also have erected on it a duplex not to exceed two stories in height and a private garage for not more than 4 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 1150 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 1300 square feet, including utility room, but excluding cellars, basements, open porches, breezeways and garages. Said Architectural Control Committee shall be composed of William G. Walschleger, John L. Reynolds, and Randall C. Reynolds. 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 10 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, 2003, 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. There shall not be erected, placed, or suffered to remain any dwelling or other building on any building site having an area of less than the area of the smallest lot in said Flagglan Parks Fifth Addition.

5. 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 Flagglan Parks Fifth Addition other than for periods of less than eight hours except in a garage.

6. 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.

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 Flagglan Parks Fifth Addition.

9. All electric, telephone, and cable TV service lines, and wires in said Flagglan Parks Fifth Addition 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 Flagglan Parks Fifth Addition 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. The ownership of a building site shall carry with it a membership in Flagglan Parks Homeowners' Association, an Illinois not for profit corporation, the purposes of which are to conduct civic, recreational, charitable, social, and educational activities, and, in general, to do and perform such acts as will promote the general welfare of the residents of and the improvement of the community known as Flagglan Parks. Fees and dues of Flagglan Parks Homeowners' Association are payable to its Treasurer. Nothing with respect to or done by said Flagglan Parks Homeowners' Association shall be deemed to create any lien upon or interest in any building site in Flagglan Parks Fifth Addition.

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2003, 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.

18. 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.

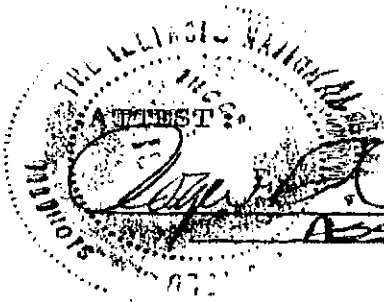
19. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

20. 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 Flagglan Parks Fifth Addition, and to their heirs and assigns.

IN WITNESS WHEREOF, The Illinois National Bank of Springfield, as Trustee as aforesaid, has caused its corporate seal to be here-to affixed and its name to be signed to this instrument by its Trust Officer and attested by its Assistant Cashier, pursuant to authority granted by its Board of Directors, this 15th day of November, 1973.

THE ILLINOIS NATIONAL BANK OF SPRINGFIELD, as Trustee under the provisions of a Trust Agreement dated February 1, 1968, known as Trust Number PL-3228.

By Alvin G. Becker
Trust Officer



Alvin G. Becker
Assistant Cashier

STATE OF ILLINOIS }
COUNTY OF SANGAMON } SS

I, Marvin Baubert, a Notary Public in and for said County in the State aforesaid, do hereby certify that Alvin G. Becker and Roger J. Roucher, personally known to me to be the Trust Officer and Assistant Cashier, respectively, of The Illinois National Bank of Springfield, a national banking association, Trustee under the provisions of a Trust Agreement dated February 1, 1968, known as Trust Number PL-3228, appeared before me this day in person and severally acknowledged that as such Trust Officer and as such Assistant 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 The Illinois National Bank of Springfield, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of November, 1973.

Marvin Baubert
Notary Public



Mail - Geo. Blanchard
att: Mrs. Hahn

550336
State of Illinois,) hereby certify
Sangamon County) ss. that this instrument
was filed for record at 11:17 A.M.
and recorded
in NOV 15 1973 on 17
Book 1180 of 754 Page 17
Ronald J. Jones
RECORDER OF DEEDS

(2)

Ac6

SANGAMON COUNTY
ILLINOIS

96-17910

96 MAY -6 PM 4:17

Mary Ann Samuel
RECORDER

DECLARATION OF BUILDING AND USE
RESTRICTIONS ON FLAGGLAND PARKS FIFTH ADDITION



PREPARED BY:
Roger Schlatter
824 Flagglan Drive
Sherman, IL 62684

000663

DECLARATION OF BUILDING AND USE
RESTRICTIONS ON FLAGGLAND PARKS FIFTH ADDITION

KNOW ALL MEN BY THESE PRESENTS that THE OWNERS, ACTING BY AND THROUGH FLAGGLAND PARKS HOMEOWNERS' ASSOCIATION, an Illinois not for profit corporation, being the majority of the owners of all of the lots in Flagglan Parks Fifth Addition to the Village of Sherman, Illinois, as platted by the plat recorded in the Recorder's Office of Sangamon County, Illinois, in Book 21 of Plats at page 62, in consideration of the purchase or other acquisition of any lot, lots, or parts thereof, in said Flagglan Parks Fifth Addition, and as an inducement of the building sites in said addition, to protect the owners of building sites therein against the erection therein of poorly designed or constructed buildings, to make the best use of and to preserve the natural beauty of said addition, to locate the buildings therein with a proper regard to the topographical features of said addition, 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 Flagglan Parks Fifth Addition, that the following restrictions as to building and use shall be covenants running with the land in said Flagglan Parks Fifth Addition.

1) Lots 1 to 14, inclusive, shall be used only for single 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, or may also have erected on it a duplex not to exceed two stories in height and a private garage for not more than 4 cars.

000664

3) 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 and of the driveway have been approved in writing by the Architectural Control Committee, which is appointed by the Association Board, 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 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, breeze-ways and garages, shall be not less than 1150 square feet, measured from the outside of 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 1300 square feet, including utility room, but excluding cellars, basements, open porches, breeze-ways and garages. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (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 thirty (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 11. following). Neither the members of said Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. All construction work must be diligently pursued to completion within a reasonable time as determined by the Architectural Control Committee.

4) There shall not be erected, placed, or suffered to remain any dwelling or other building on any building site having an area of less than the area of the smallest lot in said Flagglan Park. Utility or Storage buildings will be permitted as long as they are complementary with the dwelling and the construction and placement are approved by the Architectural Control Committee. The utility or storage building must be maintained by the homeowners in order to remain.

5) Parking on the streets is prohibited, except on a temporary basis - not all day or night. Boats and Campers will be allowed in the Flagglan Park area from April 1 to November 15 but must remain off the street and in an area that will not be a safety hazard to vehicle or pedestrian traffic. Vehicles parked in the driveway should be parked as close to the garage as possible.

6) No structure shall be erected to be used for human occupancy without the proper sewer (at the owner's expense) in accordance with the provisions of Chapter 4 of the Village of Sherman Ordinances, as may be amended from time to time, within ninety (90) days after official notice to do so.

7) Any structure having a floor area below grade shall have footing drains and a sump pump that discharges in the rear yard. Homes already constructed and previously given permission to discharge in the front yard by the Village of Sherman are exempted from this covenant.

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

9) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of said Flagglan Parks Addition.

10) All electric, telephone and cable TV service lines and wires in said Flagglan Parks Addition 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.

11) 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.

12) No noxious or offensive activities shall be carried on upon any building site, nor shall anything to be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13) 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.

60666

14) No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said Flagglan Parks Addition and any such house pet shall be kept in the yard of its owner or on a leash when outside of its yard.

15) 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.

16) "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.

17) The ownership of a building site shall carry with it a membership in Flagglan Parks Homeowners' Association, an Illinois not for profit corporation, the purposes of which are to conduct civic, recreational, charitable, social, and educational activities, and, in general, to do and perform such educational acts as will promote the general welfare of the residents of and the improvement of the community known as Flagglan Parks. Fees and dues of Flagglan Parks Homeowners' Association are payable to its Treasurer. Nothing with respect to or done by said Flagglan Parks Homeowners' Association shall be deemed to create any lien upon or interest in any building site in Flagglan Parks.

18) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 30, 2006, 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.

19) 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.

20) Invalidity 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.

000667

21) 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 Flagglan Parks Addition, and to their heirs and assigns.

IN WITNESS WHEREOF, Flagglan Parks Homeowners' Association, an Illinois not for profit corporation, as representative of a majority of owners of Flagglan Parks Fifth Addition, have executed this document this 28th day of April, 1996.

FLAGGLAN PARKS HOMEOWNERS' ASSOCIATION

By *Jeffrey Mitchell*
President

Attest:

Roger Schlatter
Secretary

STATE OF ILLINOIS
SS.
COUNTY OF SANGAMON

I, *Brenda Jack*, a Notary Public in and for said County in the State aforesaid, do hereby certify that Jeffrey Mitchell and Roger Schlatter, personally known to me as the President and Secretary, respectively of the Flagglan Parks Homeowners' Association, an Illinois not for profit corporation, appeared before me this day in person and severally acknowledged that as such President and as such Secretary of said Illinois not for profit corporation, they signed said instrument, pursuant to authority granted by the majority of owners of said Illinois not for profit corporation, as their free and voluntary act and as the free and voluntary act of said Flagglan Parks Homeowners' Association, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 28th day of April, 1996.



Brenda Jack
Notary Public

000668