

6-25-87  
# 70819

PROTECTIVE COVENANTS  
RELATING TO  
COLONY PARK ESTATES  
THIRD ADDITION

70819  
DOCS  
RECORDED

1987 JUN 25 PM 2 44

*Wm. C. Cannon*

The undersigned, MARINE BANK OF SPRINGFIELD, an <sup>INCORPORATED</sup> banking corporation, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 13, 1981, KNOWN AS TRUST NO. 53-1189-9, is the owner of the real estate described hereinbelow and is desirous of subjecting said real estate to the restrictions, reservations and charges hereinafter set forth, so that individuals who purchase home sites in this development will know, prior to purchase, what type of subdivision this is to be. These Covenants and other definitions or restrictions are intended to protect the atmosphere of this development and the investments of the homeowners. These restrictive covenants shall inure to the benefit of and pass with said real estate and each and every parcel thereof, and shall bind the undersigned, MARINE BANK OF SPRINGFIELD, AS TRUSTEE UNDER TRUST NO. 53-1189-9, its successors and assigns until January 1, 2000. After said date, these Covenants shall be automatically extended for successive ten (10) year periods unless a Home Owners Association or similar body shall amend these Covenants. Such "Home Owners Association" shall consist of the owners of record within the boundaries of Colony Park Estates, Third Addition, and subsequent additions to Colony Park Estates, and it will require a majority of said homeowners to change these Covenants. Before any such changes shall take affect, the changes must have been recorded in the office of the Recorder of Deeds of Sangamon County. Pursuant to the above, the undersigned, MARINE BANK OF SPRINGFIELD, AS TRUSTEE UNDER TRUST NO. 53-1189-9, hereby declares that the real estate described hereinbelow is held and shall be transferred, sold, and conveyed subject to the following restrictions, covenants and charges, to-wit:

CLAUSE I

The real property on which these protective covenants are imposed is described as follows:


Lots 164, 165 and Lots 179 through 209 of Colony Park Estates, Third Addition, a part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Six (6), Township Fifteen (15) North, Range Five (5) West of the Third Principal Meridian, according to the Plat thereof.

Situated in SANGAMON COUNTY, ILLINOIS.

CLAUSE II

To protect homeowners against improper use of surrounding land, the following conditions, restrictions and covenants are imposed:

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Paragraph A: For purposes of energy efficiency, all homes in this subdivision will have walls insulated to a minimum of R-24 and ceilings to a minimum of R-50. In regard to the walls, as an alternative to insulating for an R-24 rating, walls may be insulated by a laminated foam product at least 4 inches in width, acceptable to the Architectural Control Committee. Other energy efficient (Passive Solar Batch Hot Water Heaters) and responsible techniques (carefully applied vapor barrier, exterior foundation insulation) are encouraged but their implementation is at the discretion of the homeowner and/or builder. It is the intent of the developers of this subdivision that the homes herein shall become a show place of energy responsible construction through a variety of methods, some of which have not as yet been developed.

Paragraph B: Home sites are to be used for residential purposes only and only one detached single family dwelling shall be constructed upon each lot except for Lots 164, 165, 191 through 194, and 209, on which lots one duplex or single family dwelling structure is permitted per lot or home site. No building shall be erected, altered, placed or permitted to remain on any building site other than described herein. Dwellings may not exceed two (2) stories (living space) above the basement level and all garages shall be intimately attached as opposed to remote and/or connected by breeze-ways. It is encouraged, but not required, that garages on South facing lots be placed to the East, West or under the home rather than to the South where it would block a significant amount of sunshine in the heating season. Although recommendations such as these seem unnecessary, much new construction in the United States demonstrates an apparent disregard for basic passive solar principles. The Architectural Control Committee has a wealth of information on Energy Efficient Design. Homeowners and builders are encouraged to consult this Committee freely.

Paragraph C: Prior to any excavation, construction, remodeling or alteration, all plans for the home, the site development or other improvements or additions, must be first approved by the Architectural Control Committee. This Committee will be especially interested in location of the improvements as to side yards, surface drainage elements and protection of Solar Access Rights in so far as is possible. It will also serve to insure quality workmanship and materials to protect home values within the subdivision. It is recommended that all plans will be prudently devised in such manner that the Architectural Control Committee will not have to exercise its purpose and right to deny any given plan. This recommendation should not be construed to indicate that the Architectural Control Committee will not, or has any reservations in exercising its right to seek whatever legal methods deemed necessary to exercise its responsibility to all homeowners in the subdivision. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or recover damages.

(The Architectural Control Committee shall consist of Fred J. Fleury, Barbara A. Fleury and one or more members to be appointed at large.) In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to approve or disapprove designs, locations, quality of construction or any other features it deems necessary. In the event of a split decision, the voting chairman of this Committee will cast an additional deciding vote. Members of this Committee are not entitled to any compensation whatsoever for their service on this Committee. The Architectural Control Committee has the right to waive or amend any portion of these Covenants with signed permission granted by more than 90% of the landowners of this subdivision. Landowners adjacent to the side of a homesite owner wishing to amend these Covenants, shall have full veto powers of all proposed changes, in order to protect the homeowners in adjacent lots where such changes are desired.

Paragraph D: On Lots 179 through 190, no home shall be erected having a dwelling area of less than 2,000 square feet of finished living area. On Lots 195 through 208, no home shall be erected having a dwelling area of less than 1,800 square feet of finished living area. The duplexes on Lots 164, 165, 191 through 194 and 209, shall have a minimum of 1,000 square feet for each unit, or 2,000 square feet for each duplex, or 1,800 square feet, should a single family residence be erected on such lots. The computation of living space shall be based upon exterior measurements of the main structure and shall exclude garages, porches, breezeways and unfinished basements.

Paragraph E: The minimum street side set backs and utilities not shown on the Plat of Subdivision. The purpose of the rear yard easement is for temporary storm water detention and drainage and utilities. Six yards are at a minimum of 5 feet. For purpose of definition, only eaves and sidewalks shall not be considered as part of the building. Steps and open porches shall not be considered as part of the building to the street side of rear but will be considered when located to the side. The Architectural Control Committee, having the opportunity to approve all plans prior to construction, will not allow a building over-hang that encroaches upon another building site.

Paragraph F: The topography and finished grade elevation of each home site must be consistent with the grade line and elevation of the other homesites in the subdivision. The first floor elevation of each dwelling in the subdivision shall not be less than 36 inches, or more than 54 inches, above the established elevation at the back of the curb in front of the lot upon which such dwelling is being constructed. Final determination as to the first floor elevation shall be made by the Architectural Control Committee.

Paragraph G: Easements for installation and maintenance of utilities and surface water drainage are reserved as shown on the recorded plat and shall be maintained during construction

and thereafter. The drainage swales (easements) shall be maintained by the property owners at the grade shown on the approved construction plans for Colony Park Estates, Third Addition. No swimming pools or any permanent structures may be built on the drainage easement.

Paragraph H: No structure shall be occupied as a residence at any time on the building site, other than the completed residence as approved by the Architectural Control Committee. Homes must not be occupied before they are completed. Temporary structures such as trailers, basements, tents or other structures may not be occupied on any building site at any time as a residence, either temporarily or permanently. All construction on a home site must be completed twelve (12) months from commencement of the same. If construction is not completed within the time period specified above, the undersigned shall have the right, at its option, to complete such construction. The cost of such construction shall be borne by the owner of the home site and shall be immediately payable to the undersigned. The undersigned shall have a lien in the amount of such construction cost and shall record said lien with the Recorder of Deeds of Sangamon County, Illinois.

Paragraph I: No noxious or offensive activity shall be carried on upon any building site that may be or may become an annoyance or nuisance to the neighborhood.

Paragraph J: Signs attached to the building advertising for sale or rent may not exceed one (1) square foot in size. One sign of not more than five (5) square feet can be used on the property to advertise during the construction and sales period.

Paragraph K: No animal, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or any household pets may be kept, provided that they are not bred, kept or maintained for any commercial purposes. No dogs shall be kept on any building site until such building site is improved with an inhabitable dwelling.

Paragraph L: All building sites shall be maintained in a neat and orderly fashion in so far as is practical. Homeowners should indicate to their builders that the construction price includes maintaining an orderly construction site. General contractors should insist that prices paid to sub-contractors include the orderly disposal of packaging, waste or other unsightly materials.

Paragraph M: All driveways shall be constructed and improved with concrete over the entire length and width thereof, (9' minimum) from the edge of the street pavement up to the concrete garage floor.

Paragraph N: The front yard of each home site shall be sodded by the owner thereof within six (6) months of occupancy of said home site by the owner. If such sodding is not completed, the undersigned shall have the right to complete the same in the manner specified above in Paragraph H.

Paragraph O: 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.

Paragraph P: All utilities, including telephone, electric and television cables, other than for temporary service during construction, shall be underground. Transformers and distribution pedestals for main lines and houseleads shall be located only as approved by the Architectural Control Committee.

Paragraph Q: All compressors and cooling towers used in conjunction with central air conditioning, and all fuel tanks (including propane, oil or the like), shall be installed in such a manner as to contribute to the exterior beauty and planning of the dwelling and not to become an annoyance and nuisance to the neighborhood or adjacent property owners.

Paragraph R: No building site owner or occupant shall permit any truck, commercial vehicle, boat or trailer, including without limitation, cargo trailer, campers, horse trailers, mobile homes or carryalls, to be parked or stored on the building site, in the driveway or in the street in front of or alongside of the building site. This shall not prevent the building site owner or the occupant from storing a truck, commercial vehicle, boat or trailer owned by such owner or occupant, or used by him in his business in the garage on the premises.

Paragraph S: No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any building site for the facilitation and carrying on of any trade, business or industry.

Paragraph T: Any owner of any vacant building site shall cut the weeds and maintain the same in a proper condition.

Paragraph U: Wind power generators are not permitted except along the western boundary of this subdivision, which is to the rear of the duplex lots that lie to the West of Bellerive Road. Satellite dishes or receiving discs are permitted in the rear yard of homes.

Paragraph V: No fences shall be erected or placed without prior approval of the Architectural Control Committee and the owners of the neighboring lots adjacent to the subject property wishing to erect a fence.

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Paragraph W: The undersigned, MARINE BANK OF SPRINGFIELD, AS TRUSTEE OF TRUST NO. 53-1189-9, hereby confirms the easements for installation and maintenance of utilities and drainage facilities, as created and shown by the recorded plat of said subdivision.

Paragraph X: "Home site" as used in this instrument means all or any part of any single tract of land on which is constructed, intended to be located or located, only one single-family dwelling, or a multi-family dwelling as provided for hereinabove. In the event that any such single tract of land is included in part with some part of the building sites above described and in part within other lands, the entire such single tract of land shall be deemed to be and constitute a home site.

Paragraph Y: 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 violations or to recover damages. The undersigned shall have a lien for its expenses in completing construction, pursuant to the provisions of Paragraph H herein.

IN WITNESS WHEREOF, the undersigned, MARINE BANK OF SPRINGFIELD, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 13, 1981, KNOWN AS TRUST NO. 53-1189-9, has caused this instrument to be executed by its Trust Officer and caused its corporate seal to be hereto affixed and attested by its Assistant Trust Officer, this 30th day of March, 1987, pursuant to Resolution duly adopted by its Board of Directors.

MARINE BANK OF SPRINGFIELD, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 13, 1981, KNOWN AS TRUST NO. 53-1189-9,

ATTEST:

By Rex A. Alexander  
Its Trust Officer  
Vice President &

Richard Sims  
Its Assistant Trust Officer

This instrument is executed by MARINE BANK, not personally but solely as Trustee of said trust. All the covenants and conditions herein contained hereunder by MARINE BANK are intended to bind the estate of Trustee, as aforesaid and not the estate of Trustee's personal representative. The MARINE BANK is not bound or estopped by this instrument by reason of any of the provisions of any other resolutions or ordinances of whatsoever contained in this instrument.

STATE OF ILLINOIS )  
COUNTY OF SANGAMON ) SS.

The undersigned Notary Public in and for the County and State aforesaid, hereby certifies that Rex A. Alexander, Trust Officer, and Richard Sims, Assistant Trust Officer, of MARINE BANK OF SPRINGFIELD, an Illinois banking corporation, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 13, 1981, KNOWN AS TRUST NO. 53-1189-9, personally known to me to be the Trust Officer and Asst. Trust Officer, respectively, of said banking corporation, and who are also known to me



(01.11) (LETTER)

to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice Pres. Trust Officer and Asst. Trust Officer they signed, sealed and delivered the said instrument and caused the Corporate Seal of said Corporation be affixed thereto pursuant to authority of its Board of Directors, as their free and voluntary act and as the free and voluntary act and deed of said Corporation as Trustees, as aforesaid, for the uses and purposes therein set forth.

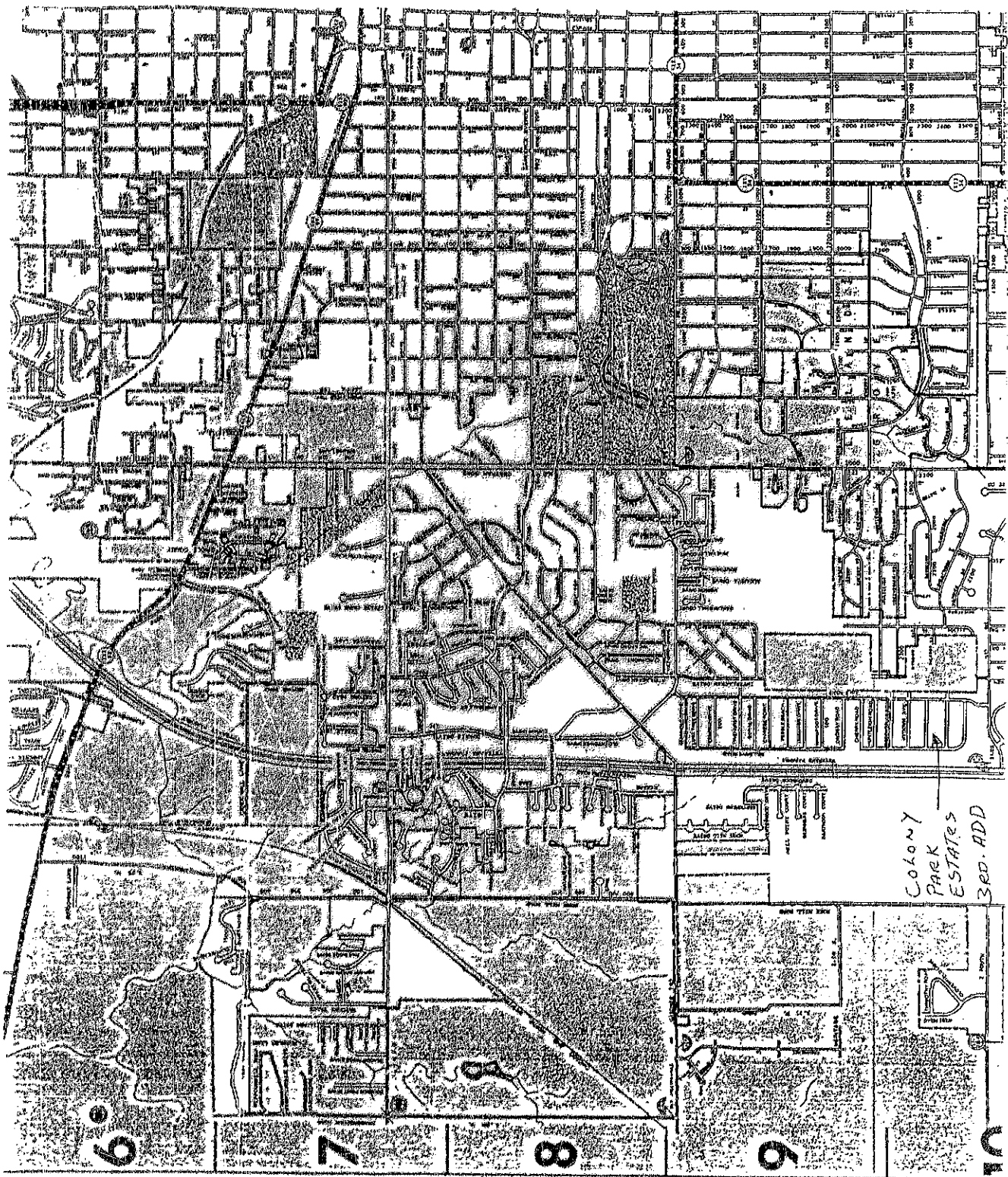
Given under my hand and notarial seal this 30th day of March, 1987.

My Commission Expires:  
6-13-87

Robert J. Lewis  
Notary Public

Return to:  
Mrs. Barbara Fleming  
Colony Park Estates  
612 Klein St.  
Spfld. IL. 62702

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COLONY  
PARK  
ESTATES  
3RD. ADD