

FILE COPY

**DECLARATION OF BUILDING RESTRICTIONS
AND RESTRICTIVE COVENANTS FOR
HAPPY LANDING FARM - PLAT 3**

SANGAMON COUNTY
RECORDER'S OFFICE
NOV - 9 1998
DOC # 98-58845

KNOW ALL MEN BY THESE PRESENTS that the undersigned, TOWN & COUNTRY BANK OF SPRINGFIELD, a banking corporation organized and existing under the laws of the State of Illinois, as Trustee under Trust No. 02-0504-7, being the owner of all of the following-described real estate:

Part of the South 38.24 acres of the Northwest Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian, SANGAMON COUNTY, ILLINOIS, further described as follows:

Commencing at an iron rebar marking the West Quarter Corner of said Section 12; thence N 00° 35' 14" W, measure 86.12 feet along the west line of said Northwest Quarter, Section 12 to the Point of Beginning; thence N 00° 35' 14" W, measure 532.96 feet along said west line to a stone marking the Northwest corner of the South 38.24 acres of said Northwest Quarter, Section 12; thence S 89° 58' 01" E, measure 1080.34 feet along the north line of the South 38.24 acres of said Northwest Quarter, Section 12 to the northwest corner of Happy Landing Farm, Plat 2; thence S 00° 01' 59" W, measure 532.93 feet to the southwest corner of said Happy Landing Farm, Plat 2; thence N 89° 58' 01" W, measure 1074.56 feet to the Point of Beginning.

Containing 13.182 acres, more or less.

and being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the undersigned, its successors and assigns, hereby declares that the above-described property is held and shall be transferred, sold and conveyed subject to the following, restrictions, covenants and reservations and charges, to-wit:

1. No building site contained in Lots 301 through 326, inclusive, shall be used except for residential purposes. No building located upon any of said lots shall be erected, altered, placed or permitted to remain on any of said lots other than one duplex dwelling.
2. No building shall be located on any building site nearer to the front line of said building site than the minimum set-back line as shown on the recorded plat of the Subdivision.
3. No residential dwelling or dwellings, including attached porches, breezeways and garages shall be located upon any building site which shall not

comply with the following basic yard requirements (except as provided in paragraph 4 below):

Lots 301 through 326, inclusive

Minimum Side Yard: 5 feet

Minimum Total Side yards: 12 feet

Minimum Rear Yard: 20 feet

However, garages or other permitted accessory buildings located 50 feet or more from the minimum building set-back shall be permitted to locate within 3 feet of the interior building side line measured to the exterior foundation face of aforementioned garage or other permitted accessory building.

4. No duplex shall be located upon any building site which shall not comply with the variances granted by the City Council of the City of Springfield which currently provide the following for each unit of such duplex:

Unit Minimum Lot Width: 25 feet - not 50 feet

Minimum Lot Area: 5,000 square feet - not 6,000 square feet

Side Yard for Interior Partition: 0 feet - not 4 feet

Total Both Side Yards: 5 feet - not 12 feet

5. No building shall be erected, driveway or fence constructed or swimming pool installed, placed or altered until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure and as to location with respect to topography and finished grade elevation. Said gradelines shall be in conformity with the adjacent building sites and shall not interfere with the drainage from adjoining building sites. No fence or wall shall be erected, placed or altered on any building site nearer to any street line than the minimum building set-back unless similarly approved. The Architectural Control Committee is composed of J. Fred Adams, Charles W. Adams, and Harold Hollis. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall, within 30 days of such vacancy, designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's

approval or disapproval shall be in writing. In the event the members of said Committee or the representative or successors fail to approve or disapprove such design or location within 30 days after building plans, specifications and plot plan have been submitted to them, such approval shall not be required, and this covenant shall be deemed to be fully met. All submissions shall be sent to Charles W. Adams, 3 North Old State Capitol Plaza, Springfield, Illinois, 62701.

6. Sump pump water shall be piped underground to the flow line of the rear yard drainage swale.

7. 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 houseleaders shall be located only as approved by the Architectural Control Committee.

8. 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 building and not to become an annoyance or nuisance to the neighborhood or adjacent property owners.

9. All construction must be diligently pursued to completion within a reasonable period. No building shall be occupied for living purposes which is not functionally complete throughout and which is not complete in detail as to the exterior, nor shall any building materials, paint or building equipment be exposed to the public view if occupied as a dwelling. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence, either temporarily or permanently.

10. No building site owner or occupant shall permit any truck, commercial vehicle, boat or trailer, including without limitation, cargo trailer, campers, house trailers, mobile homes, or carryalls to be parked or stored on the building site, in the driveway or in the street in front or along side of the building's 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.

11. No satellite dish to be used for television or data reception greater than 36" diameter shall be located upon any building site.

12. 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.

13. An owner of any vacant building site shall cut the weeds and maintain the same in a clean, sanitary and proper condition.

14. No noxious or offensive activity 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.

15. No garbage, waste materials, leaves or combustibles shall be burned upon any building site, street, or common area.

16. No sign of any kind shall be displayed to the public view on any building site except one sign of not more than five square feet advertising the property for sale or rent by the property owner. The Architectural Control Committee shall approve any and all builder's and subdivider's signs.

17. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

18. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other domesticated 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.

19. Each owner of a building site, or a building unit situated upon said site, shall be reason of said ownership be a member of the Happy Landing Farm Homeowners Association and shall abide by the rules and regulations established by the Association including liability for his proportionateshare (on a flat fee basis) of the sum required for the proper care and maintenance of the common drainage and retention areas within the subdivision designated as Happy Landing Farm or such other reasonable assessments as shall be determined by the Happy Landing Farm Homeowners Association. Said sum or sums, if not paid, shall constitute a lien upon the property or unit as herein defined.

20. No building site shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and appropriately screened.

21. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by sixty-five percent of the then owners of the building sites has been recorded, each building site having one vote, agreeing to change said covenants in whole or in part.

22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violations or to recover damages.

23. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

"Building site" as used in this instrument means all or any part of a single lot or tract of land upon which a building is located or intended to be located.

"Unit" as used in this instrument means any dwelling located within the subdivision.

The undersigned, TOWN & COUNTRY BANK OF SPRINGFIELD, Trustee as aforesaid, hereby confirms the easements for installment and maintenance of utilities and drainage facilities as created and shown by the recorded plat of said Subdivision.

IN WITNESS WHEREOF, TOWN & COUNTRY BANK OF SPRINGFIELD, AS TRUSTEE UNDER TRUST NO. 02-0504-7, has caused its seal to be affixed hereto and this instrument executed by its Trust Officer and Commercial Services Officer this 3 day of November, 1998.

TOWN & COUNTRY BANK OF SPRINGFIELD,
AS TRUSTEE OF TRUST NO. 02-0504-7

By: Michelle Jones
Its Trust Officer

ATTEST:

By: Melina M. Tomaras
Its HR Officer

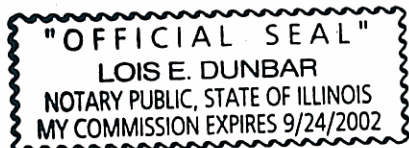
STATE OF ILLINOIS)
COUNTY OF SANGAMON)

I, Lois Dunbar, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael W. Lewis and Melina TOMPKS to me personally known to be, respectively a Trust Officer and Commercial Services Officer of the Town & County Bank of Springfield, as Trustee of Trust No. TA-02-0504-7, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the aforesaid instrument and the said Michael W. Lewis and Melina TOMPKS as such have affixed the corporate seal of the said Town & County Bank of Springfield thereto, all as the free and voluntary act of the said Trustee, for the uses and purposes therein set forth, being duly authorized hereunder.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 3 day of November, 1998.

Lois E. Dunbar
Notary Public

Prepared by:
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