



2016R19733

07/27/2016 02:51PM

REC FEE: 36.00

RHSP FEE: 9.00

TOTAL: \$45.00

PAGES: 10

KIH

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

**DECLARATION OF BUILDING RESTRICTIONS AND RESTRICTIVE COVENANTS
FOR KRESTON PLACE, PLAT 5**

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Charles W. Adams, as Trustee of the Adams Family Lifetime Trust dated November 2, 1992, (hereinafter "Developer"), is the owner of all of the following-described real estate:

Part of the East Half of the Northwest Fractional Quarter of Section 1, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, further described as follows:

Commencing at an aluminum marker at the Northeast corner of said Northwest Fractional Quarter, Section 1; thence South 00 degrees 39 minutes 00 seconds East, 1860.77 feet along the east line of said Northwest Fractional Quarter; thence South 89 degrees 21 minutes 00 seconds West, 60.00 feet to a point on the westerly right-of-way line of Koke Mill Road, said point being the most southeasterly corner of Kreston Place, Plat 4, being a subdivision recorded as Document Number 2013R30307 in the Sangamon County Recorder's Office, and the Point of Beginning; thence South 00 degrees 39 minutes 00 seconds East along said westerly right-of-way line, 60.00 feet; thence South 89 degrees 21 minutes 00 seconds West, 123.00 feet; thence South 00 degrees 39 minutes 00 seconds East, 135.00 feet; thence South 89 degrees 21 minutes 00 seconds West, 297.00 feet; thence South 79 degrees 53 minutes 15 seconds West, 60.83 feet; thence South 89 degrees 21 minutes 00 seconds West, 796.44 feet to a point on the west line of the East Half of said Northwest Fractional Quarter; thence North 00 degrees 27 minutes 28 seconds West along said west line, 341.35 feet to the northwest corner of the Southeast Quarter of said Northwest Fractional Quarter; thence South 89 degrees 52 minutes 43 seconds East along the north line of said Southeast Quarter of the Northwest Fractional Quarter, 375.78 feet to the southwest corner of Lot 416 in said Kreston Place, Plat 4; thence North 89 degrees 21 minutes 00 seconds East along the south line of said Lot 416 and its easterly extension, 198.29 feet to the west line of Lot 415 in said Kreston Place, Plat 4; thence South 00 degrees 39 minutes 00 seconds East

along said west line, 1.29 feet to the southwest corner of said Lot 415; thence North 89 degrees 21 minutes 00 seconds East along the south line of said Kreston Place, Plat 4, 683.26 feet to the west line of Lot 1005 in said Kreston Place Plat 4; thence South 00 degrees 39 minutes 00 seconds East along the west line of said Lot 1005, 130.00 feet to the southwest corner of said Lot 1005; thence North 89 degrees 21 minutes 00 seconds East along the south line of said Lot 1005, 18.00 feet to the Point of Beginning.

Containing 9.313 acres, more or less.

Permanent Index No.: Part of 21-01.0-126-011.

The above-described real estate has been subdivided and is now known as Kreston Place, Plat 5. Said real estate shall hereinafter be referred to as "Plat 5".

2016R1973Q

Developer, being desirous of subjecting Plat 5 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 Plat 5 is held and shall be transferred, sold and conveyed subject to the following restrictions, covenants and reservations and charges, to-wit:

1. A building site contained in Plat 5 shall be used only for duplex residential purposes which use is allowed under the R-2 Single Family and Duplex Residence District zoning classification as set forth in the Zoning Ordinance of the City of Springfield, Illinois, in force as of the date of this Declaration of Building Restrictions and Restrictive Covenants. No building site may be used for any other uses or Conditional Permitted Uses allowed in the R-2 zoning classification, as set forth in said Zoning Ordinance. No building located upon said Plat 5 shall be erected, altered, placed or permitted to remain on any portion of said lot other than for said purposes.

2. Any building or buildings located upon Plat 5 shall comply with the following basic yard requirements:

Minimum Front Yard:	28 feet
Minimum Side Yard:	5 feet
Minimum Side Yard for Adjoining Townhouse:	0 feet
Minimum Total Side Yard:	12 feet
Minimum Rear Yard:	20 feet

3. A. No building or structure shall be erected or placed, driveway or fence constructed or improvement installed, placed or altered until the construction plans and specifications and a plan showing the location of the structure (site plan) have been approved by the Architectural Control Committee 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. 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 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 site 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, 3040 Spring Mill Dr., Suite A, Springfield, Illinois, 62704.

B. The Architectural Control Committee for Plat 5 is composed of Charles W. Adams, and Nancy Chilton Griffith. In the event Charles W. Adams or Nancy Chilton Griffith shall be unable to serve or resigns as a member of the Committee, each may designate his or her successor. If he or she fails to designate a successor, or in the event of the death or disability of any member of the Committee, within 30 days of such vacancy, Charles W. Adams shall designate the successor to Nancy Chilton Griffith or Nancy Chilton Griffith shall designate the successor to Charles W. Adams. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

C. During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Architectural Control Committee, or any agent of such Committee, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within said subdivision and ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

D. Neither the said Architectural Control Committee nor any member thereof, nor the Developer, shall be in any way responsible or liable for any loss or damage arising from any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by said Architectural Control Committee or any member thereof, or the Developer.

4. No metal building shall be constructed or maintained on any of the lots or building sites contained within Plat 5.

5. All utilities, including telephone, electric and television cables, other than for temporary service during construction, shall be underground, except as authorized by the Architectural Control Committee. Transformers and distribution pedestals for main lines and building leaders shall be located only as approved by the Architectural Control Committee.

6. Easements for installation and maintenance of utilities, storm sewers and drainage facilities are reserved as shown on the recorded plat of Plat 5. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot or building site, except for improvements for which a public authority or utility by virtue of the plat of said Plat 5 has assumed that responsibility.

7. In regard to the easements referred to in Paragraph 6 above, said easements shall be maintained by the respective owners of said lots and/or building sites. From the date of completion of the structure constructed on each lot and/or building site, Developer and/or Kreston Place Homeowners Association, (hereinafter, "the Homeowners Association"), as referred to below in Paragraph 27, reserves an easement and right on, over and under the ground within that lot and/or building site to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to take any action reasonably necessary to allow for the proper drainage of surface water, following which Developer and/or the Homeowners Association shall restore the affected property to its original condition as near as practical. Developer and/or the Homeowners Association shall give reasonable notice of intent to take such action to all affected owners, unless, in the opinion of Developer and/or the Homeowners Association, an emergency exists which precludes such notice. If Developer and/or the Homeowners Association exercise its right under this paragraph, and such corrective activities of Developer and/or the Homeowners Association are caused by the owners or owners' contractors' failure to properly maintain drainage facilities, the owner shall be obligated to reimburse Developer and/or the Homeowners Association for the cost incurred by Developer and/or the Homeowners Association restoring the easements to correct any drainage problems caused by such owners or owners' contractors' failure to properly maintain drainage facilities.

8. Developer and/or the Homeowners Association hereby reserve an easement of use and right-of-way over, in, under and through all lots and/or building sites in order to enable it to exercise its rights as stated above in Paragraph 7.

9. Each lot is served by a 4" drain pipe that will be owned and maintained by the Homeowners Association, or a concrete storm sewer pipe that is owned by the City of Springfield. The pipes are located in the rear lot drainage easement. Each basement sump pump shall be connected to the respective pipe. The sump pump connection to the 4" drain pipe shall be made at a 45-degree angle using saddle type fittings specifically designed for use with the pipe size and materials employed. The connection to the concrete storm sewer pipe shall be made by drilling a hole through the pipe slightly larger than the diameter of the sump line. Once the line is installed, the opening around the pipe shall be grouted to create a water tight seal between the sump line and the concrete storm sewer pipe.

10. In regard to storm water drainage, Developer has constructed on Plats 1 and 2 of Kreston Place storm water detention ponds which will serve all the lots in Plat 5 and future plats of Kreston Place. Developer hereby grants unto all lot owners of Plat 5 and future plats of Kreston Place an easement to use the drainage system in all plats of Kreston Place to drain storm water into the detention ponds.

11. Each building site owner and its contractor shall comply with the requirements of the Storm Water Pollution Prevention Plan for Kreston Place and shall comply with the requirements of the National Pollution Discharge Elimination System General Permit No. IL-10 for construction activities taking place on a subdivision lot or a building site. Additionally, each building site owner and its contractor shall comply with the Erosion Control Regulations of the City of Springfield.

12. A berm and swale has been constructed in the rear yard easement of Lots 512, 513, 514 and 515 to prevent storm water in Kreston Place Plat 5 from entering onto the adjoining property to the west and

north of Kreston Place Plat 5. The owners of these lots shall maintain the berm and swale so that storm water does not runoff onto the adjoining properties outside Kreston Place Plat 5.

13. Architectural Standards.

- A. Floor Area: The minimum floor area for any duplex dwelling unit shall be 1,350 square feet and the minimum for both units shall total at least 2,700 square feet. The floor area is exclusive of basement, open porches and garages.
- B. Building Exterior: No building exterior shall be the exact color combination as a building next door or across the street. There shall be a minimum of 50% brick or stone veneer on the front exterior of the building, unless a deviance from this standard is approved by the Architectural Control Committee.
- C. Garages. Each duplex unit shall have an attached garage that is designed to shelter at least two cars.
- D. Driveways: All driveways shall be paved their entire length with concrete, asphalt, brick or similar permanent material as approved by the Architectural Control Committee.
- E. Roof Pitch: Roof pitch shall be 5 on 12 as a minimum.
- F. Fencing: Any fence constructed on any Lot shall conform to the City of Springfield ordinances; however, no fencing shall be permitted in front yards except on Lots 511, 510 and 524. A fence may be constructed along the westerly lot line of Lot 510 and along the easterly lot line of Lot 511, which said lot lines are adjacent to a public walkway. Such fences along these lot lines may extend to Telford Drive; however, said fences must conform to the City of Springfield zoning ordinance including the requirements that fences in front yards be 50% open and shall not exceed 4 feet in height. On corner lots, no fence shall extend beyond the building line except, however, on Lot 524 a fence may be constructed along the East line of said lot adjacent to the landscape utility easement. Such fence along the East line of Lot 524 may extend to Telford Drive, but it shall conform to the City of Springfield zoning ordinances. For all fences, wrought iron style or wood fences shall be used. Wood fences shall be constructed with no posts showing on the outside. All fences must be erected at least six inches inside the property or duplex unit lines and must be approved by the Architectural Control Committee.
- G. Finished Grade: The finished grade at the side of the residence nearest to the street, measured at the top of the finished ground at the foundation shall be as indicated on Exhibit A attached hereto and incorporated herein, and sloping to the street and rear yard grade for drainage, except as otherwise approved in writing by the Architectural Control Committee.

- H. Landscaping: Sod must be placed upon all front and side yards; rear yards may be sodded or seeded. Seeding in lieu of sod is permitted for building sites with an underground sprinkler system. Tree planting is encouraged; however, the following species shall not be permitted: Cottonwood, Silver Maple, Sweet Gum, Sycamore, Weeping Willow or Willow.
- I. Swimming Pools: No above ground swimming pools shall be erected.
- J. Signs: No sign of any kind shall be maintained or displayed on any building site except one sign of not more than one (1) square foot in area, identifying the occupants of the dwelling, one sign of not more than ten (10) square feet in area advertising the property for sale or lease, and signs used by contractors during the construction of any improvements thereon, or sign advertising or endorsing a candidate for political office; however, such a sign shall be taken down immediately after the election.

14. No person, firm, or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.

15. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines extended. Further, none of the above described obstructions shall be placed or permitted to remain in the triangular area formed by a street right-of-way line, either edge of any driveway, and a line connecting a point thirty (30) feet outward from either side of a driveway and a point on the edge of the driveway toward the building fifteen (15) feet from the street right-of-way line.

16. No building site owner or occupant shall permit any truck, commercial vehicle, boat or trailer, including without limitation, cargo trailers, 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 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. No building site or any part thereof shall be used, either temporarily or permanently, to sell, store or accumulate used vehicles, parts therefrom or junk or recycling material of any kind or character whatever.

17. All compressors and cooling towers used in conjunction with central air conditioning, as approved by the Architectural Control Committee, 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.

18. All construction must be diligently pursued to completion within a reasonable period. No building shall be occupied 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 a building is occupied. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site, either temporarily or permanently, except as authorized by the Architectural Control Committee.

19. No satellite dish, antenna, or aerial to be used for television, radio, or data reception or transmission shall be erected upon any building site until and unless the size and location of such satellite dish has been approved by the Architectural Control Committee in the manner set forth hereinabove in Paragraph 3.

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

21. 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.

22. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other 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 lot until such lot is improved with a habitable dwelling.

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

24. The Architectural Control Committee shall approve any and all signs to be placed upon the buildings and/or on the lots or building sites contained within Plat 5. All signs shall be in compliance with R-2 zoning restrictions.

25. 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.

26. When a subsequent owner takes possession of a building site, if the sidewalks have already been installed by Developer, should the sidewalks be damaged or broken during construction on the building site by said subsequent owner or said owner's contractor, the subsequent owner shall bear the expense of and shall be responsible for repairing and replacing such damaged or destroyed sidewalks in a timely manner.

27. Each owner of a building site, once a residence has been constructed thereon and initially occupied, by reason of said ownership and initial or subsequent occupancy, shall be a member of the Kreston Place Homeowners Association, which Homeowners Association encompasses Plat 3, Plat 4 and Plat 5 and will encompass any and all future residential plats of Kreston Place. The purpose of the Homeowners' Association is the perpetual maintenance of common areas including the storm water detention areas, open space and other common areas referenced hereinbelow. Each such member of said Homeowners Association shall abide by the rules and regulations established by the Homeowners Association, including liability for his proportionate share (on a flat fee basis) of the sum required for the

proper care and maintenance of the common drainage and retention areas, common landscape area, fencing, subdivision signage, and other common areas, (hereinafter "the Common Area Expenses"), within the subdivision designated as Kreston Place and/or such other reasonable assessments as shall be determined by the Homeowners' Association. Upon development of the residential areas of Kreston Place, the Common Area Expenses shall be apportioned between the commercial building site owners and the residential building site owners and/or the Commercial Association and the Kreston Place Homeowners Association. Said sum or sums, if not paid, shall constitute a lien upon the building site, with collection by the Homeowners Association pursuant to its Bylaws. Also, any time after the formation of the Homeowners Association, at Developer's election, Developer, after inspection and verification of proper construction by the City Engineer, may convey to the Homeowners Association any or all common areas, if the same are deemed to be owned by Developer, in Plat 5 or in any other residential plat of Kreston Place. Until such time as the Homeowners Association is formed, Developer shall maintain the common areas of Kreston Place and shall have a right to charge each lot or building site owner his proportionate share of the amount required for payment of Common Area Expenses and each lot and building site owner shall be liable to Developer for such fees.

28. The failure of the Architectural Control Committee, any building site owner or the Developer of said subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, covenant, reservation, lien or change.

29. 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 owners of building sites constituting sixty-five percent of the area of all building sites covered by this declaration, agreeing to change said covenants in whole or in part has been recorded. No change or amendment of these covenants, however, shall relieve the owners of the obligation set forth in Paragraph 26 above to pay their proportionate share of the sum required for proper care and maintenance of the common drainage and retention areas, common landscape areas, fencing, subdivision signage, and other common elements within the subdivision designated as Kreston Place or such other reasonable assessments as shall be determined by the Kreston Place Homeowners Association.

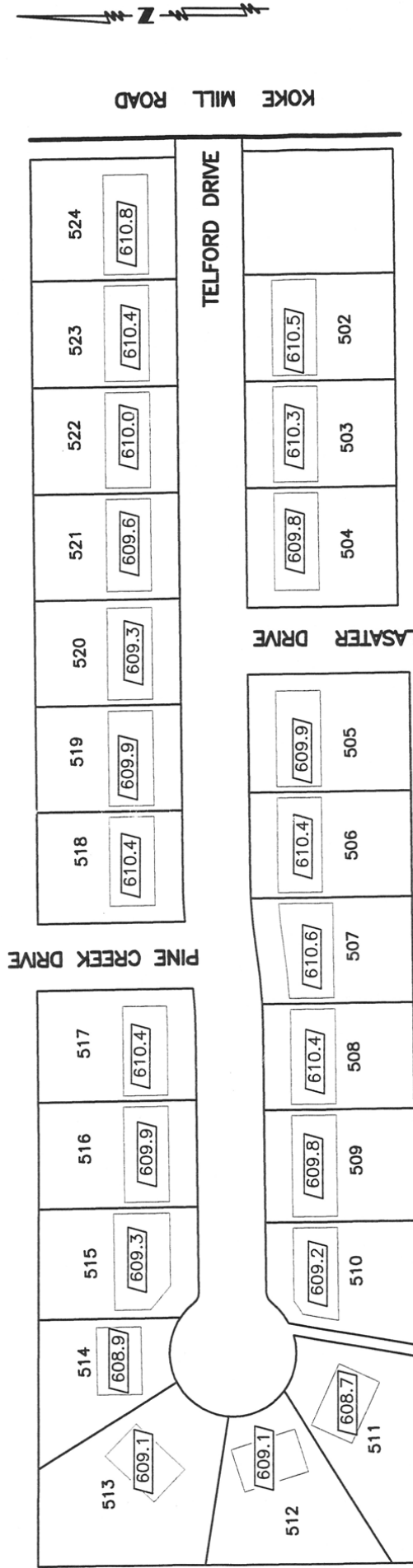
30. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violations or to recover damages.

31. 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.

32. The undersigned, Charles W. Adams, 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 Plat 5.

33. "Building site" as used in this instrument means all or any part of a single lot or tract of land composed of more or less than one lot upon which one principal structure is located or may be located.

KRESTON PLACE PLAT 5



510 - Indicates Lot Number

609.2 - Indicates Finished Ground Elevation at Foundation

EXHIBIT A

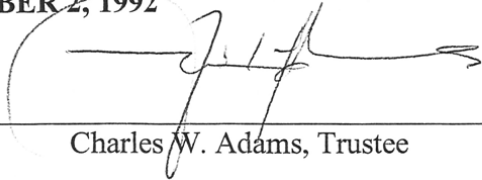
BENCH MARK:
Chiseled "X" on northeast cap bolt on fire hydrant south side of Telford Drive and west of Lasater Drive.
Elevation 609.33

Coombe Bloxdorf P.C.
a Division of
FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003525
Phone: (217) 544-8477
755 South Grand Ave. W, Springfield, IL. 62704
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IN WITNESS WHEREOF, Charles W. Adams, as Trustee of the Adams Family Lifetime Trust, has executed this instrument on behalf of said Trust, being duly authorized thereunto, this 26th day of July, 2016.

**ADAMS FAMILY LIFETIME TRUST DATED
NOVEMBER 2, 1992**

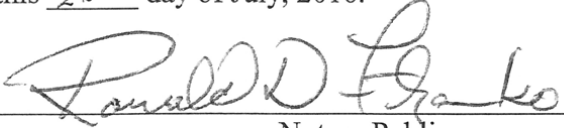
By: _____


Charles W. Adams, Trustee

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Charles W. Adams, as Trustee of the Adams Family Lifetime Trust Dated November 2, 1992, 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, as such Trustee, he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the Adams Family Lifetime Trust, for the uses and purposes therein set forth, being duly authorized thereunto.

Given under my hand and notarial seal this 26th day of July, 2016.



Notary Public



Prepared by and Return to:
BROWN, HAY & STEPHENS, LLP
J. Patrick Joyce, Jr.
205 South Fifth Street, Suite 700
P.O. Box 2459
Springfield, IL 62705-2459
(217) 544-8491