



BOOK 3531 PAGE 025

This instrument prepared by:
Williamsfield Village Board
Williamsfield, IL 61489

Return to:
Michael E. Massie
PO Box 205
Galva, IL 61434

954461
NANCY MCCUNE
KNOX COUNTY RECORDER
GALESBURG, ILLINOIS
08/30/2007 09:32AM
BOOK/PAGE: 3531/25
PAGES: 5
REC: 26.00
RHSP SURCHARGE: 10.00

COVENANT OF RESTRICTIONS

These Covenant of Restrictions, drafted by the Williamsfield Village Board, owner, developer and subdivider, shall run with the land for 25 years and pertain to the following described property:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 in the Ralph Norman Subdivision Phase II, to the Village of Williamsfield, as per Plat thereof recorded in the Office of the Knox County Recorder as Document No. 949312 in Plat Book 21, at page 48, situated in the County of Knox and State of Illinois.

1. RESIDENTIAL CHARACTER of the Ralph Norman Subdivision Phase II.

a. In general. Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 in the Ralph Norman Subdivision Phase II are residential lots and shall be used exclusively for residential purposes. No structure shall be erected, placed or permitted to be on any of said lots except a single-family dwelling house and such outbuildings as are usually accessory to a single-family dwelling, said outbuildings not to exceed 160 square feet in area, and generally matching in appearance to the dwelling to which it belongs.

b. Prohibition of Residential Use of Accessory Outbuildings, etc. No accessory outbuildings shall be erected on any of said lots prior to the erection thereon of a single-family dwelling house; and any such accessory outbuilding or any temporary structure shall never be used as a dwelling house on any of said lots.

2. RESTRICTIONS CONCERNING SIZE OF DWELLING HOUSES AND OTHER STRUCTURES AND THE MAINTENANCE THEREOF.

a. Structure and living area requirements. No homes with metal frames or braces shall be placed on a Lot in Ralph Norman Subdivision Phase II; No dwelling shall be constructed on any Lot in said subdivision having less than 1200 square feet of living space exclusive of porch, garage and basement; all homes shall have roofs with a pitch of at least 6/12 and shall have a minimum overhang of at least two feet.

- b. Full foundation. No dwelling shall be constructed on any lot in the Ralph Norman Subdivision Phase II unless it has a full perimeter foundation, with a basement or "crawl space" below the living level.
- c. Fences. In order to preserve the aesthetic appearance of the existing geographic area within the Ralph Norman Subdivision Phase II, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines, unless approved by the Architectural Control Committee (as is hereinafter described) . In such cases, the committee shall determine the size, location, height, and composition of the fence or other enclosures.
- d. Architectural Control Committee.
- (i) No dwelling house or outbuilding shall be constructed, placed or altered on any of said lots in the Ralph Norman Subdivision Phase II unless plans and specifications showing the nature, kind, shape and height, materials and location thereof shall have been submitted to, and approved by, not less than two (2) members of the Architectural Control Committee for said subdivision. In the event said Committee fails to approve or disapprove such plans, specifications and location within thirty (30) days after submission, approval will not be required and this paragraph will be deemed to have been fully satisfied. The Architectural Control Committee shall consist of three (3) persons, who shall be members of the Village Board of Williamsfield, Illinois, and approved by the President of that Board. The powers herein reserved to the Architectural Control Committee may subsequently be assigned by the President of the Williamsfield Village Board, and ownership of property in the Ralph Norman Subdivision Phase II shall not be deemed a condition of membership on the Architectural Control Committee.
 - (ii) Whenever a vacancy shall occur in the membership of the Architectural Control Committee, the President of the Williamsfield Village Board shall select a person from the Village Board to fill the vacancy.
 - (iii) Neither the Architectural Control Committee nor any members thereof shall be entitled to any compensation from any owner of said lots in the Ralph Norman Subdivision Phase II on account of any service performed in the examination of plans or specifications pursuant to this subparagraph (d).
- e. Exterior Construction Materials. The finished exterior of every building constructed or placed on any of said lots in the Ralph Norman Subdivision Phase II shall be finished of quality material like siding, brick, or stone. No material such as tar paper, roll brick siding or other similar material shall be used.

- f. Diligence in Construction.
 - (i) Every building being constructed or placed on any of said lots in the Ralph Norman Subdivision Phase II shall be completed within twelve (12) months from the beginning of such construction or placement.
 - (ii) Construction of a housing unit must begin within 24 months of purchase. Any purchaser, including a second or subsequent purchaser, must contact the Architectural Control Committee in order to receive a time extension. Penalty at an annual rate of 10% of the purchase price will begin on the 25th month. At the end of 36 months, the Purchaser must return the unimproved property to the Williamsfield Village Board at the original purchase price less 10% default penalty.
- g. Maintenance of Lots and Improvements. The owner of each of said lots in the Ralph Norman Subdivision Phase II shall at all times keep such lot and any improvements situated thereon in such a manner as to prevent its becoming unsightly.
- h. Pursuant to the Ordinances of the Village of Williamsfield, all utilities shall be placed underground by the owners of said lots.

3. CERTAIN ACTIVITIES PROHIBITED.

- a. In general. No noxious or offensive activities shall be condoned on any of said lots in the Ralph Norman Subdivision Phase II, nor shall anything be done on any of said lots that shall be or become an unreasonable annoyance or nuisance to any owner of another lot in said subdivision.
- b. Signs. Without prior written permission of the Architectural Control Committee, no signs shall be displayed on any of said lots or structures in the Ralph Norman Subdivision Phase II, except one "for sale" sign.
- c. Vehicle Parking.
 - (i) No stripped down, junk, or other unlicensed motor vehicle or machine or any part thereof, shall be placed or parked on any of said lots in the Ralph Norman Subdivision Phase II.
 - (ii) No overnight parking of trucks larger than one (1) ton shall be allowed on any of said lots in the Ralph Norman Subdivision Phase II.
- d. Animals. Except for cats and dogs, no animals shall be kept on any of said lots in the Ralph Norman Subdivision Phase II.

- e. Disposal of Garbage, Trash and Other Like Household Refuse. No owner of any of said lots in the Ralph Norman Subdivision Phase II shall burn or permit the burning of garbage and other like household refuse, nor accumulate or permit the accumulation of such refuse on any of said lots except as permitted in subparagraph 3 (f) below.
- f. Concealment of Fuel Storage Tanks and Other Trash Receptacles. Every outdoor receptacle for ashes, trash, rubbish, garbage, or compost shall be installed underground or shall be so placed or screened as to not be visible from any street within said subdivision.

4. DURATION OF THE RESTRICTIONS.

The Foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 or 25 years from the date this Declaration is recorded, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by vote of those persons who then are the owners of a majority of the said lots of the Ralph Norman Subdivision Phase II.

5. REMEDIES.

If any violations of any of these Restrictions shall occur or be threatened, the party to whose benefit the particular Restriction inures may proceed at law to recover damages for, or in equity to prevent the occurrence or continuation of the violation. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy available at law, in equity, or under any statute. No delay or failure on the part of any aggrieved party to invoke an available remedy in respect of a violation of any of the Restrictions shall be held to be a waiver by that party of (or any estoppel of that party to assert) any right available to him upon the reoccurrence or continuance of said violation or the occurrence of a different violation.

6. SEVERABILITY.

Every one of the Restrictions is hereby to be independent of, and severable from, the rest of the Restrictions and from every other one of the Restrictions and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any one of the Restrictions.

7. RIGHT TO AMEND.

Subdivider shall have a right to amend these Restrictions in any way as long as it owns more than 15 of the said lots of the Ralph Norman Subdivision Phase II.

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IN WITNESS THEREOF, the undersigned, being the Declarant herein, has hereunto set their hands and seals this 6th day of August A.D., 2007

WILLIAMSFIELD VILLAGE BOARD

BY: John D. Howard
Its Board President

ATTEST:

Mary L. Rice
Secretary