

01-14782

**MODIFICATION OF THE
DEVONSHIRE ESTATE
OWNER'S CERTIFICATE AND
DEDICATION
PEORIA COUNTY**

FILED
PEORIA COUNTY
STATE OF ILLINOIS

COPY

8 MAY 01 13 10

Sully E. Fortson
RECORDER OF DEEDS

This Document Prepared By:
Stephen M. Morris
HINSHAW & CULBERTSON
456 Fulton Street, Suite 298
Peoria, IL 61602

Return Document to:
Stephen M. Morris
HINSHAW & CULBERTSON
456 Fulton Street, Suite 298
Peoria, IL 61602

Know all men by these present that the undersigned owners of the following described real estate:

See Exhibit A

pursuant to Paragraph 20, "Waiver of Restrictions" of the Devonshire Estate Subdivision Owner's Certificate and Dedication, recorded the 21st day of September, 1999 as Document No. 99-35375, hereby modifies the Restrictive Covenants and the rights and obligations of the owners of lots in the Devonshire Estate Subdivision according to that previously executed document (the Devonshire Estate Subdivision Owner's Certificate and Dedication); signed, acknowledged and recorded by not less than three-fourths of the lot owners, as follows:

See Exhibit B

Thomas Harrison, Jr.

THOMAS HARRISON, JR.

Scott Leano

Michael...

MEMBER - PEORIA RAISED DEVELOPMENT, LLC

EXHIBIT A

Part of the Southeast Quarter of Section 19 and part of the Southwest Quarter of Section 20, Township 10 North, Range 8 East of the Fourth Principal Meridian, Peoria County, Illinois being more particularly described as follows:

A part of the East 12.5 acres of the South 75 acres of the Southeast Quarter of Section Nineteen (19) and a part of the Southwest Quarter of Section (20) Township Ten (10) North, Range Eight (8) East of the Fourth Principal Meridian, more particularly described as follows: (bearings based upon an assumed datum): Beginning at the Southwest corner of the Southwest Quarter of said Section Twenty (20), thence South 89 Degrees 28 minutes 24 Seconds West, along the South line of the Southeast Quarter of said Section Nineteen (19), 443.48 feet; thence North 00 degrees 01 minutes 15 seconds East, along the West line of the East 12.5 acres of the South 75 acres of the Southeast Quarter of said Section Nineteen (19), 1,227.85 feet; thence North 89 degrees 28 minutes 24 seconds East, along the North line of the East 12.5 acres of the South 75 acres of the Southeast Quarter of said Section Nineteen (19), 307.58 feet; thence South 18 degrees 03 minutes 16 seconds East, 182.97 feet; thence 43.81 feet around a curve to the left concave to the Northwest having a Chord Bearing of North 64 degrees 05 minutes 16 seconds East, a Chord Distance of 43.77 feet and having a radius of 292.50 feet; thence South 30 degrees 12 minutes and 12 seconds East, 231.45 feet; thence North 60 degrees 18 minutes 48 seconds East, 116.23 feet; thence South 00 degrees 55 minutes 09 seconds East, 497.50 feet; thence South 50 degrees 20 minutes 14 seconds West, 25.90 feet; thence South 23 degrees 40 minutes 50 seconds East, 196.38 feet, thence 27.62 feet around a curve to the left of the concave to the North having a Chord Bearing of North 83 degrees 25 minutes 38 seconds East, a Chord Distance of 27.56 feet, and having a radius of 122.50 feet; thence South 13 degrees 01 minutes 52 seconds East, 223.76 feet to the proposed North Right of Way line of Hickory Grove Road; thence South 00 degrees 06 minutes 51 seconds East, 20.00 feet to the South line of the Southwest Quarter of said Section Twenty (20); thence South 89 degrees 53 minutes 09 seconds West along the said South line 322.83 feet to the Point of Beginning, said tract situated in the County of Peoria, in the State of Illinois.

EXHIBIT B

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

**DEVONSHIRE ESTATE SUBDIVISION
OWNER'S CERTIFICATE AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned KRUPPS AND O'CONNOR PARTNERSHIP, being the owner and/or developer in control of the following described real estate:

Part of the Southeast Quarter of Section 19 and part of the Southwest Quarter of Section 20, Township 10 North, Range 8 East of the Fourth Principal Meridian, Peoria County, Illinois being more particularly described as follows:

A part of the East 12.5 acres of the South 75 acres of the Southeast Quarter of Section Nineteen (19) and a part of the Southwest Quarter of Section (20) Township Ten (10) North, Range Eight (8) East of the Fourth Principal Meridian, more particularly described as follows: (bearings based upon an assumed datum): Beginning at the Southwest corner of the Southwest Quarter of said Section Twenty (20), thence South 89 Degrees 28 minutes 24 Seconds West, along the South line of the Southeast Quarter of said Section Nineteen (19), 443.48 feet; thence North 00 degrees 01 minutes 15 seconds East, along the West line of the East 12.5 acres of the South 75 acres of the Southeast Quarter of said Section Nineteen (19), 1,227.85 feet; thence North 89 degrees 28 minutes 24 seconds East, along the North line of the East 12.5 acres of the South 75 acres of the Southeast Quarter of said Section Nineteen (19), 307.58 feet; thence South 18 degrees 03 minutes 16 seconds East, 182.97 feet; thence 43.81 feet around a curve to the left concave to the Northwest having a Chord Bearing of North 64 degrees 05 minutes 16 seconds East, a Chord Distance of 43.77 feet and having a radius of 292.50 feet; thence South 30 degrees 12 minutes and 12 seconds East, 231.45 feet; thence North 60 degrees 18 minutes 48 seconds East, 116.23 feet; thence South 00 degrees 55 minutes 09 seconds East, 497.50 feet; thence South 50 degrees 20 minutes 14 seconds West, 25.90 feet; thence South 23 degrees 40 minutes 50 seconds East, 196.38 feet, thence 27.62 feet around a curve to the left of the concave to the North having a Chord Bearing of North 83 degrees 25 minutes 38 seconds East, a Chord Distance of 27.56 feet, and having a radius of 122.50 feet; thence South 13 degrees 01 minutes 52 seconds East, 223.76 feet to the proposed North Right of Way line of Hickory Grove Road; thence South 00 degrees 06 minutes 51 seconds East, 20.00 feet to the South line of the Southwest Quarter of said Section Twenty (20); thence South 89 degrees 53 minutes 09 seconds West along the said South line 322.83 feet to the Point of Beginning, said tract situated in the County of Peoria, in the State of Illinois.

Devonshire Estates Section 1

2000 New Subdivision

Plat 99-35374, 7-42: 22 Lots
1 Outlot
16.622 Acres

Out of 177-09-20-351-004, 30.686 Acres

For remainder parcel see 09-20-351-007, 14.064 Acres

<i>LOT #</i>	<i>I.D. #</i>
LOT 1	09-19-476-013
LOT 2	09-19-476-012
LOT 3	09-19-476-011
LOT 4	09-19-476-010
LOT 5	09-19-476-009
LOT 6	09-19-476-008
LOT 7	09-19-476-007
LOT 8	09-19-476-006
LOT 9	09-19-476-005
LOT 10	09-19-476-004
LOT 11	09-19-476-003
LOT 12	09-19-476-001
LOT 13	09-19-476-002
LOT 14	09-19-477-002
LOT 15	09-19-477-001
LOT 16	09-19-477-003
LOT 17	09-19-477-004
LOT 18	09-19-477-005
LOT 19	09-19-477-007
LOT 20	09-19-477-008
LOT 21	09-19-477-009
LOT 22	09-19-351-001
OUTLOT A	09-19-477-006

Shown in the annexed plat and described in the Surveyor's Certificate has caused the said described real estate to be surveyed, platted and subdivided by David E. Atchley, Illinois Land Surveyor No 2950, Champaign, Illinois, in the manner shown on said plat; as a subdivision to be perpetually known as DEVONSHIRE ESTATES SECTION 1, Peoria County, Illinois, and does hereby dedicate the areas of the tract, including sub-surface, surface and air space under, on and over such tracts, shown on the plat as streets, roads, avenues, drives, boulevards, highways, crosswalks and alleys (collectively "right of way"), respectively, to the public, for public use perpetually, with the right to use, construct, maintain, repair, operate and occupy said right-of-way for vehicular, pedestrian and other transportation purposes and right-of-way purposes, and utility purposes, including but not limited to water, sanitary sewer storm sewer and drainage, electricity, gas, telephone, cable television or any other use the public entity in whose jurisdiction the right-of-way lies shall deem to be necessary or useful to the public. The public entity with jurisdiction on behalf of the public shall have the right to maintain said right-of-way free from buildings, fences, structures or any obstructions of any kind whatsoever. No person shall obstruct said right-of-way unless the public entity with authority to do so otherwise authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of right-of-way nor shall post office boxes or other small structures required by law to be placed in the right-of-way. The cost of removing unauthorized obstruction shall be borne by the property owner of the property on which the obstruction is located. The streets, avenues, drives, roads, highway and boulevards shall bear the respective names as shown on the plat subject to the right of the public entity with appropriate authority to change said name as provided by law.

It is hereby provided that all conveyances of property hereinafter made by the present or future owners of any of the land described in the foregoing Surveyor's Certificate shall, by adopting the description of said platted land as DEVONSHIRE ESTATES SECTION 1, be taken and

understood as incorporating in all such conveyances, without repeating the same, the following restrictions as being applicable to each tract of land described in as Surveyor's Certificate, to-wit:

DEFINITIONS

For the purpose of this declaration, certain words and terms are hereby defined.

Accessory Building: Separate building or buildings or portions of the main building located on the same building site and which are incidental to the main building or to the main use of the premises.

Building Area: That portion of a building site within which the construction and maintenance of main buildings is permitted.

Dwelling: The main building on any building site. The dwelling is to be designed for and is to be used exclusively for a single family residence and is to be occupied exclusively by a single family.

Ground Floor Area: That portion of a dwelling which is built over a basement or foundations but not over any other portion of the building.

APPLICATION

The Covenants below, in their entirety, shall apply to all lots in said subdivision.

COVENANTS

1. **Allowable Structure:** No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling, not to exceed two stories in height above ground level at any point adjacent to the structure, a private garage for not more than four (4) cars (unless a variance is obtained from the Architectural Committee allowing a different number), and other accessory buildings incidental to residential use of the premises.

2. **Architectural Committee:** The Devonshire Estate Section 1 Architectural Committee shall initially be composed of the following two persons:

Any action taken by the members of the Committee shall be considered to be the collective action of the committee. The committee may designate a representative to act for it and may delegate its powers and duties to its representatives. In the event of the death, resignation refusal to act or inability to act of any member of the committee, the remaining members of the committee may designate a successor. The record owners of 75% of the lots in Devonshire Estates Section 1 shall have the power at any time, by a duly signed, acknowledged and recorded instrument, to change the membership of the committee, to withdraw any powers and duties from the committee or to restore to it such powers and duties as may have been previously withdrawn.

(a) Approval by Committee: No construction work shall be commenced upon any structure unless the plans and specifications therefore have been submitted to and approved, in writing, by the Architectural Committee as complying with the terms and provisions of these restrictive covenants. The plans and specifications shall show the construction details, including the nature, kind, shape, height, material and color scheme and shall include a plot plan showing the lot lines, required yards, and the proposed location of all structures and the grading plan of the building site.

(b) Powers and Duties of Committee: The Architectural Committee shall have the following powers and duties:

(1) To examine and approve or disapprove any plans and specifications submitted to it by a lot owner.

(2) To waive up to 25% of any area requirement contained in these restrictive covenants, except the requirements of Paragraph 3 below.

(3) To waive up to 25% of one side yard requirement per lot or waive up to 10% of either the front yard or rear yard (but not both) requirement per lot. In no instance will the architectural committee waivers be allowed to violate required subdivision ordinance setbacks.

(4) To determine whether a fence, wall, hedge or shrub planting unreasonably obstructs the view of approaching street traffic.

(5) To inspect any construction work in progress upon any lot in the subdivision for the purpose of ascertaining whether the applicable provisions of these restrictive covenants are being fully complied with.

(6) To specify in exact detail the specifications, plans and requirements for any fence placed on any lot in the subdivision, including the power to require the removal of any fence which is placed on a lot without prior approval of the Committee as provided in paragraph 7 of these covenants.

(c) **Failure of Committee to Act:** In the event a matter requiring action by the Committee is submitted to the Committee in writing and the Committee fails to give written notice of its action taken thereon to the lot owner within 30 days thereafter, then the Committee shall be conclusively presumed to have approved the matter so submitted to it.

3. **Minimum Size:** No dwelling shall be permitted on any site unless it includes at least a two car garage. No one story dwelling shall occupy a ground floor area of less than 1,800 square feet. No two story dwelling shall occupy a ground floor area of less than 1,200 square feet and have a total of no less than 2,200 square feet. In computing the floor area of a dwelling for the purpose of applying this restriction, the area of porches and garages shall not be considered to be part of the dwelling.

4. **Building Location:** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat.

In any event, no building shall be located on any lot nearer than thirty-five (35) feet to any side street or front street line. No main or accessory building shall be located closer to the side lot lines than a distance of ten (10) feet, except that side yard set back may be reduced by the Architectural Committee for permitted accessory buildings located sixty-five (65) feet or more back from the minimum building set back line. No dwelling shall be located on any interior lot nearer than thirty-five (35) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portions of a building on a lot to encroach upon another lot. Where a building site consists of more than one (1) lot, the above provisions shall be applicable to the boundary lines of the building site rather than platted lot lines.

With respect to lots bordering upon the Outlot A, no structures or fences or planting shall be erected in the rear thirty-five (35) feet thereof except with the permission of the Architectural Committee. It is the intent of this covenant to provide a reasonable view of Outlot A to all owners of lots bordering upon the Outlot A. It is not intended to prohibit all structures, fences, and planting, but merely to control the nature and extend thereof.

5. Dwelling per Building Site: Only one (1) dwelling shall be constructed per building site. Said dwelling shall be occupied exclusively by a single family.

6. Easements: Owner hereby dedicates the tracts shown on the plat for use by the utilities perpetually to the public, for utility purposes including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television or any other such use that the public entity in whose jurisdiction the easement lies shall deem to be a utility. Such public entity shall have the right to authorize persons to construct, occupy, maintain, use, repair and reconstruct utilities within said easement and to maintain or authorize the utility to maintain said easement free from buildings, fences, structures and obstructions of any kind whatsoever. No person shall obstruct said easement unless the public entity with authority to do so authorizes said

obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, the property owner shall bear the cost of the repair or replacement of any such items damaged or destroyed as the result of use of the easement for utility purposes. The cost of removing the unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located.

Owner hereby dedicates the tracts shown as drainage easement or drainage ways or facilities perpetually to the public for storm water drainage purposes including, but not limited to, constructing, using, operating, maintaining, repairing or reconstructing storm water drainage detention, retention, inlet or outlet facilities or any combination thereof and including the right to place spoil from drainage facilities on the same and to maintain said easement free from any building, fences, structures, and obstruction whatsoever.

7. Percentage of Lot Coverage: All buildings on a building site, including accessory buildings, shall not cover more than thirty per cent (30%) of the building site.

8. Permissible Building: Order of Construction: All buildings erected on any building site shall be constructed of material of good quality suitable adopted for use in the construction of residences, and no old building materials or buildings shall be placed on or moved to said premises. Accessory buildings shall not be erected, constructed or maintained prior to the erection or construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by Builders in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.

9. Non-Occupancy and Diligence During Construction: The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction

is substantially completed, and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted.

10. Temporary Structures, Satellite Dishes and Swimming Pools: No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently. No television satellite dishes larger than 24" in diameter are allowed if they on the exterior of the structure. Satellite dishes less than 24" in diameter may be allowed on the exterior if completely screened in a manner approved by the Architectural Committee. No above ground swimming pools shall be allowed in the subdivision.

11. Signs: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent.

12. Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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 of grading incidental thereto.

13. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, cats or common household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

14. Garbage and Refuse Disposal: No lot 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 containers or other equipment of the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected and shall not be placed in the street right-of-way.

16. Street Sight Line Obstruction: No fence, wall, hedge, or shrub planting which obstructs sign 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 property lines and a connecting them at points 30 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. Further, none of the above-described obstructions shall be placed or permitted to remain in the triangular area formed by a street property line, either edge of any driveway, and a line connecting a point thirty (30) feet outward from the edge of the driveway ten (10) feet from the street property line.

17. Off-Street Parking and Recreational Vehicles: All property owners in The Devonshire Estates Section 1 shall provide facilities for off-street parking for three automobiles.

All property owners or residents in Devonshire Estates Section 1 owning or possessing any type of recreational vehicle, boat, boat trailer, or like vehicle, shall provide an enclosed garage for

storage of vehicle in addition to the off-street parking provided for number of automobiles in use by the owner of resident.

18. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

19. Waiver: The failure of the Architectural Committee, any building site owner or the present owner of the 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, condition, covenant, reservation, lien or charge.

20. Waiver of Restrictions: These restrictive covenants may be waived in whole or in part, as to any one or more lots, by an instrument signed, acknowledged and recorded by not less than three-fourths of the lot owners; however, in no event may the provisions of Paragraph 23 hereof be amended, nor may any owner be voluntarily or involuntarily removed as a member of the association.

21. Enforcement: Enforcement shall be by the 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.

22. Yard Lights: The owners of every lot shall erect and maintain in good operating condition one yard light located on the same lot. The yard lights shall be located at points designed on the lots by the Architectural Committee, one of which must be at a point along or near the rear lot line such place that the Architectural Committee designates, for the purpose of illuminating the common area. Said lights shall be equipped with a photo-electric cell that illuminates during hours of darkness. Lots adjoining out Lot A must provide one rear yard light on photo cell. No hedge or fence or any other type of obstruction shall be between said yard light and common areas behind it.

The light may, however, at the discretion of the Architectural Committee be attached to a fence. In cases where a lot has no common areas bordering it, the rear yard light requirement may be waived by the Architectural Committee. All property owners in Devonshire Estates Section 1 shall be required to maintain said yard lights in proper working order. The specifications and style of the yard lights shall be consistent with Architectural styles of the home.

23. Homeowners Association: The area designed on the plat as "Outlot A" in this subdivision is hereby dedicated to the public as easements for the installation of utilities and drainage to serve all sections of Devonshire Estates Section 1. Subject to said dedication, such area designed "Outlot A" shall be devoted to the common use and enjoyment of the owners of Lots 1 through 22, inclusive, in Devonshire Estates Section 1. The ownership, management and control of this area designated "Outlot A" shall be exclusively exercised by the Devonshire Estates Section 1 Homeowners Association, an Illinois not-for-profit corporation. Each owner of said Lots 1 through 22 shall, as a condition precedent to ownership, covenant and agree to accept and maintain membership in the Association and to be bound by the reasonable rules and regulations of the Association and pay all assessments of the Association as determined in accordance with its Articles of Incorporation, By-Laws and the Declaration of Covenants and Restrictions contained herein and each said owner does hereby agree to pay such assessments by accepting conveyance of a deed to the lot.

It shall be the duty and responsibility of the Devonshire Estates Section 1 Homeowners Association to maintain good condition such "Outlot A" and, accordingly, the Association shall have the authority to enforce these covenants and the authority to levy assessments for the maintenance of such "Outlet A" and other Association expenses, including utilities or other purposes. The Association shall have the authority to impose legally enforceable liens on the lots for the purpose of collecting assessments and other liabilities of the lot owners. The owners shall pay all of the

Association's costs, including attorneys fees, incurred by the Association in enforcing these covenants, enforcing liens, collecting fees, assessments or other charges of the Association or enforcing its rules and regulations.

The developer of the subdivision, KRUPPS AND O'CONNOR PARTNERSHIP shall exercise the authority of the Board of Directors of the Association until such time as it, in its sole discretion, adopts bylaws and designates a first Board consisting of lot owners; thereafter, the Board of the Association shall consist of lot owners duly elected as provided in the bylaws.

24. Mailboxes: The specifications and style of all mailboxes in the subdivision shall be determined by the architectural committee and each lot owner shall obtain approval of the specifications and style of the mailbox prior to installation. Any mailbox not conforming to the standards and specifications of the architectural committee or not approved for installation shall be removed and replaced as designated by the committee. Any replacement mailbox shall be substantially identical to the original mailbox as determined by the architectural committee.

25. Maintenance of Lot Site During Construction: During the course of construction all materials and equipment shall be stored only on the lot on which construction is under way: debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or be suitably covered. During construction a closing refuse container sufficient in size to handle all waste material generated at the site must be located on the premises. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning of debris shall take place upon the premises. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times. The developer reserves the right to clean up any construction site it deems necessary and shall have the right to charge the lot owner for the cost of such clean up.

26. Site Development: Grading of each building site and setting of finished floor elevations of associated structures shall be completed such that water drainage around and away from completed structures does not encroach on adjacent properties.

The front and side yard of each lot, including adjacent street parkway, shall be sodded and have one 2 ½" tree in front yard by the owner of the lot after substantial completion of any principal structure, thereon and as soon as weather reasonably permits. The remaining lot area shall be sodded or seeded as soon as weather reasonably permits.

Complete landscape development of each lot shall be required within a reasonable time period following construction but not to exceed one (1) year. Planting plans showing species and exact locations of proposed plantings shall be submitted and approved the architectural committee prior to installation. The architectural committee may require minimum foundation plantings and at least one (1) ornamental flowering tree on each lot and such other landscaping as the committee reasonably determines.

27. Fences: Fences may be allowed on each individual lot; however, the design for each fence to be erected shall first be submitted to the architectural committee for approval and shall comply with all applicable City code provisions.

28. Sidewalks and Driveways: Each property owner shall repair and maintain in good condition any sidewalk provided for his or her respective lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Driveways between public walks and residences must be paved with concrete or asphalt. Driveways between the sidewalks and street shall be paved with concrete or asphalt or poured with cement a minimum of six inches (6") thickness.

29. Construction: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens or charges herewith provided or any part thereof is invalid or for any

reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges of any part thereof shall be thereby affected or impaired.

30. **Basement Requirement:** Every structure on any lot must have at least fifty percent (50%) of the first floor square footage as basement area.

31. **Roofing:** All roofing shingles must be weathered wood architectural shingles.

32. **Front Elevation:** Front elevation on every structure must be seventy percent (70%) brick, stone, or dryvit. The remainder of the structure may be wood siding. No vinyl siding on front elevation of any structure is allowed.

33. The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons henceforth.

KRUPPS & O'CONNOR PARTNERSHIP

By: 
Richard L. Krupps

By: 
Edward T. O'Connor