

67-12862

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DECLARATION OF RESTRICTIONS OF
LYNNHURST SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions made this 14th day of September, 1967, by LYNNHURST DEVELOPMENT CORPORATION, a Delaware Corporation, and CHESTER E. BROYHILL and CECIL M. BROYHILL, hereinafter called "Proprietors", for all of the lots and premises located in all sections of LYNNHURST SUBDIVISION, subdivisions of parts of the Northeast Quarter of Section Fourteen, the Southeast Quarter of Section Eleven and the Southeast Quarter of Section Fourteen, all in Township Nine North, Range Seven East of the Fourth Principal Meridian, situate, lying and being in the County of Peoria and the State of Illinois, and in particular according to the survey thereof as shown on the plat of said LYNNHURST SUBDIVISION, Section One with Certificate of Austin Engineering Co., Inc., dated the 10th day of May, 1967, recorded in the Recorder's Office, Peoria County, Illinois, on the 6th day of June, 1967, as Document No. 67-07066, and Section Two with Certificate of Austin Engineering Co., Inc., dated the 17th day of July, 1967, recorded in the Recorder's Office, Peoria County, Illinois, on the 23rd day of August, 1967, as Document No. 67-11573. The undersigned acknowledge said surveys to be correct to the best of their knowledge and belief, and as owners and proprietors of the land described in the plat of said surveys dedicate the streets thereon shown to the public use forever.

Each lot or parts thereof in LYNNHURST SUBDIVISION, Sections One, Two, Three, Four, Five, Six and Seven shall be subject to the following restrictions for the benefit of each of the other lots and parts thereof with the exception of Outlots A, B, C, D, E, F, G, H, I and J and each contract for sale, conveyance or lease of said lots shall be expressly subject to these

STATE OF ILLINOIS,)
County of Peoria)
KENNETH C. BLAIR, County Recorder, ss
At 9⁰⁰ SEP 15 1967
Kenneth C. Blair
Recorder of Deeds

restrictions, and each purchaser, grantee or leasee by the acceptance of any contract, conveyance or lease of any of said lots shall thereby subject themselves, their heirs, executors, administrators, successors, and assigns to these restrictions:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars, which said garage or carport shall be attached to the dwelling or built in, except on Lots Sixty-six thru Seventy-three and Lots One Hundred Forty-two thru One Hundred Forty-five, both inclusive, two family dwellings shall be permitted.

2. No building shall be erected, altered, placed or permitted to remain on any lot except in conformity with a grade line established and approved by the architectural control committee. The construction plans, specifications, together with a plan showing the location of any building shall be submitted to the architectural control committee and receive its approval prior to the commencement of the erection or alteration of such buildings. No fence or wall shall be erected or altered at a place nearer to the street than the minimum building set-back line provided by these restrictions unless similarly approved.

3. New material shall be used in the construction or alteration of any building on any of said lots. The exterior surface of any building shall be completed before it shall be occupied. No exterior surface may be finished with stucco, composition siding, siding applied in rolls or log or simulated log construction. No dwelling shall be built solely of cement blocks.

4. 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 no event shall any building be located on any lot nearer than Twenty-five (25) feet to the front lot line or nearer than Twenty-five (25) feet to the side street line. No building shall be located nearer than Five (5) feet to any interior lot line.

No building shall be located on any interior lot nearer than Five (5) feet to the rear lot line. For purposes of this paragraph, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. No basement, garage, trailer, tent or other structure of a temporary character shall be occupied as living quarters prior to completion of a dwelling. No house trailer may be moved onto or stored upon any of said lots.

6. No intoxicating liquor shall be manufactured or sold within the subdivision. No junked or disabled automobiles, abandoned machinery or other unsightly property shall be stored or left on any lot in the subdivision. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

7. No dirt from any excavation shall be removed from the limits of the subdivision, but shall be deposited where designated by the undersigned or their agents.

8. No sign 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 in area; one sign of not more than five (5) square feet in area advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.

9. No animals, 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 kept, bred or maintained for any

commercial purpose.

10. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. No lot or combination of lots in the subdivision shall be sold for re-subdividing for building purposes, which will produce space for a greater number of residences than the number of individual lots shown upon the plat of said subdivision, except for those lots on which two-family dwellings are herein permitted, and each lot shall have a minimum width of Fifty (50) feet at the building set-back line before any plan for the erection or alteration of a building shall be approved by the architectural control committee.

13. Easements as shown on said plat are hereby reserved for the use of public utility companies to install, lay, construct, renew, operate and maintain pipe, conduits, cables, poles and wires, either overhead or underground, with all necessary braces, guys, anchors, and other appliances for the purpose of serving the subdivision and adjoining property with gas, electric and telephone service, including the right to use the streets where necessary, and to overhang all lots with aerial service wires to serve adjacent lots, together with the right to enter upon the lots to install, lay, construct, renew, operate and maintain said pipes, conduits,

cables, poles, wires, braces, guys, anchors and other appliances, and to trim and keep trimmed any trees, shrubs, or saplings that interfere or threaten to interfere with said public utility equipment. Said utility companies and the subdividers or their agents shall have the right to enter upon any of the said lots in said subdivision for any purpose in connection with utility service and drainage facilities installed or to be installed upon said easements. No permanent buildings or trees shall be placed upon any of said easements, but the same may be used for gardens, shrubs, landscaping and other purposes which do not interfere with the use of said easements.

Said easements are also reserved for the Greater Peoria Sanitary and Sewage Disposal District and there is hereby granted said Sanitary District, the perpetual easement and authority to enter upon the lots to construct, maintain and operate within the said easements, sanitary sewers and necessary manholes, together with connections thereto.

14. The architectural control committee shall be composed of the undersigned, RICHARD P. STEUBINGER and HELEN M. STEUBINGER, or such persons as they, or the survivor of them, may designate until all of the lots in said subdivision shall have been sold and built upon. After such time the undersigned, RICHARD P. STEUBINGER and HELEN M. STEUBINGER, or the survivor of them, shall designate the architectural control committee to consist of three (3) or more owners of lots in said subdivision to act until their successors have been selected by the owners of a majority of the lots in said subdivision.

15. The architectural control committee shall receive and examine the instruments required to be submitted to it by Paragraph Two (2) of these restrictions prior to the commencement of the erection or alteration of any building and shall give its approval or disapproval in writing. It shall require compliance with the terms of these restrictions, and shall act to assure that each building built in said subdivision shall be of a quality of workmanship and material and of external design which shall be in harmony with existing

the plans and specifications for any proposed building within thirty (30) days after the same shall have been submitted to it, its approval shall not be required and the terms of these restrictions relating thereto shall be deemed to have been complied with, unless an injunction against the erection or alteration of any such building or structure shall have theretofore been issued by a court of competent jurisdiction.

16. No dwelling house constructed on any lot shall have less than the minimum number of square feet of enclosed living space, exclusive of garage, breezeway, basement and porches, to-wit:

(a) LYNNHURST SECTION ONE, Lots 13 through 24 inclusive and LYNNHURST SECTION TWO, Lots 26 through 39 inclusive and Lots 50 through 64 inclusive.

1. Dwellings of one level - 1500 square feet.
2. Dwellings of 2 or 2 1/2 stories - 900 square feet on the ground floor.
3. Dwellings of multiple level construction - 1500 square feet located on kitchen, living room, dining room, and bedroom levels only.

(b) LYNNHURST SECTION ONE, Lots 1 through 12 inclusive and Lot 25. LYNNHURST SECTION TWO, Lots 74, 81, 82, 235, 196, 197, 383, 384, 353 and 337.

1. Dwellings on one level - 1300 square feet.
2. Dwellings of 2 or 2 1/2 stories - 800 square feet on the ground floor.
3. Dwellings of multiple level - 1300 square feet on kitchen, living room, dining room and bedroom levels only.

(c) LYNNHURST SECTION TWO, Lots 40 through 49 inclusive, and Lots 65, 185, 186, 276, 305, 306 and 336, and all lots in LYNNHURST SECTION THREE, FOUR, FIVE, SIX and SEVEN, excepting Out Lots A, B, C, D, E and F.

1. Dwellings on one level - 1200 square feet.
2. Dwellings of 2 or 2 1/2 stores - 800 square feet on the ground floor.
3. Dwellings of multiple level construction - 1200 square feet located on kitchen, living room, dining room and bedroom levels only.

(d) LYNNHURST SECTION TWO, Lots 66 through 73 inclusive and Lots 142, 143, 144 and 145. Two Family Dwellings.

1. Dwellings on one level - 1600 square feet.
2. Dwellings of multiple level construction - 800 square feet on the ground floor level.
3. All Two Family Dwellings must have a minimum of one garage stall for each family.

(e) For all purposes herein mentioned, a basement is that area generally lying below the grade line, constructed of poured concrete or concrete block.

17. The owners of Lots 13 through 24 inclusive, Lots 26 through 39 inclusive, and Lots 50 through 64 inclusive, property which extends to or into Lake Lynnhurst located in said subdivision, shall be subject to the following conditions and regulations:

(a) They shall automatically, upon purchase of any such Lot by deed, contract or otherwise, become a shareholder in Lake Lynnhurst Owners Association, an Illinois Not for Profit Corporation, which is now in existence, and shall be subject to

the Articles of Incorporation, by-laws, and actions of said Lake Lynnhurst Owners Association, and be entitled to only one vote per lot in said corporation, and which said share must be transferred to any subsequent purchaser.

(b) Each such owner and their licensees entitled to the right to go upon and use all portions of said lake excepting the docks of others, without let or hindrance, subject to the rules of use prescribed by the said Lake Lynnhurst Owners Association.

(c) No boat larger than 16 feet in length, nor having a beam larger than 5 feet 6 inches shall be permitted on said lake, and no more than one boat per lot shall be permitted.

(d) No motors other than electric driven motors developing less than 3 horse power shall be used on said lake.

(e) No docks or other artificial projection that extends more than four (4) feet out from the low water line and more than eighteen (18) feet parallel to the shore of said lake will be permitted.

(f) Swimming in said lake will only be allowed at the times and at the places designated by the Board of Directors of this association, and no swimming will be permitted from boats.

(g) If the proprietor shall, at a future date, by good and sufficient deed, transfer the title to the realty on which the dam on said lake is located and the outlots servicing the lake, the Lake Lynnhurst Owners Association shall accept the same and agree to maintain said dam as shall be found necessary.

(h) The owners of each of the said lots in said association excepting the proprietor, shall be subject to its prorata share of the annual maintenance costs of said association with an initial minimum charge of Fifteen Dollars (\$15.00) per year, to become due and payable on demand, which initially shall be

sixty (60) days after purchase as provided above and annually thereafter on the 1st day of April of each year.

(i) No live bait shall be used in fishing on said lake, excepting earthworms and frogs, and only the Association shall have the right to put in fish or stock said lake.

(j) No pollution, rubbish, garbage or waste of any nature shall be put or allowed in said lake.

(k) No water will be permitted to be withdrawn from the lake for any purpose except as authorized by the association.

(l) The association shall carry all necessary liability insurance to protect users of all kinds after control of said lake is turned over to the association.

(m) Until such time as 50% of the lots on said lake are sold or contracted for, control of said association and the use of the lake shall be in the proprietors.

18. No vehicles shall be permitted on the dam or the roadway leading thereto, except those authorized by the proprietor or the Lake Lynnhurst Owners Association for maintenance purposes. No boats shall be put in from said dam and no swimming will be allowed from said dam.

19. No lot owners, person or persons shall have the right to use Lake Lynnhurst or the dam on said lake for any purpose excepting members of the Lake Lynnhurst Owners Association and their licensees, except that only owners of Lots 1 through 12 and Lots 25, 196, 197, 235, 81, 82, 74, and 384 in Lynnhurst Section One and Two and their immediate families shall have the right to fish from said dam, gaining access to said dam only by the platted easement.

20. Each lot owner shall be required to pay such reasonable monthly charge as may be from time to time determined by the Illinois Commerce Commission, or other governmental agency, for the maintenance and operation of a community sewage disposal system serving said premises.

21. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25)

years from the date same are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of said subdivision, it is agreed to change said covenants in whole or in part.

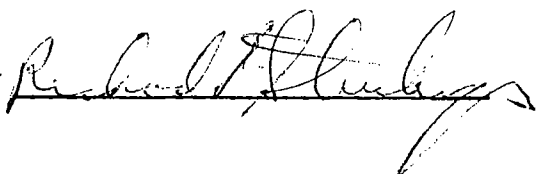
22. The proprietor or any other persons, partnerships, firms or corporation owning any lot in said subdivision shall have the right to enforce any of said restrictions or covenants by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction or covenant and either to prevent him or them from so doing or to recover damages.

23. These restrictions, reservations, and covenants may be altered, amended or rescinded as to any particular section of said Lynnhurst Subdivision, by a Declaration in writing, signed by the owners of 75% of the lots in that section, and filing and recording the same in the Office of the Recorder of Deeds of Peoria County, Illinois, and shall not be valid until so recorded.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

LYNNHURST DEVELOPMENT CORP.

By 


Chester E. Broyhill


Cecil M. Broyhill

ATTEST:

