AN ORDINANCE ACCEPTING PLAT OF SAJEN ACRES SUBDIVISION IN THE VILLAGE OF GIFFORD, CHAMPAIGN COUNTY, ILLINOIS

WHEREAS, on the 1st day of August, A.D. 1991, a plat of SAJEN ACRES SUBDIVISION in the Village of Gifford, Champaign County, Illinois, together with a certificate of Jay P. Dingee, County Surveyor and Illinois Land Surveyor, Registry No. 2280, who prepared said plat, and the Dedication and acknowledgement thereof by William Jenkins, Jr. and Norma Jenkins, husband and wife, the owners thereof, a true and literal transcript of which is attached hereto and made a part of this Ordinance by reference, along with restriction covenants governing future conveyances of the lots, was submitted to the President and Board of Trustees of the Village of Gifford, Illinois, for their consideration and approval; and

WHEREAS, the President and Board of Trustees of the Village of Gifford, Illinois, have found the aforesaid document to be in all respects true, legal and sufficient, and that it is to the best interests of the Village of Gifford, Illinois, that the same be approved and accepted.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Gifford, Illinois:

Section 1: That the said plat of SAJEN ACRES SUBDIVISION to the Village of Gifford, Champaign County, Illinois, as described above, should be, and the same is hereby approved and accepted by the President and the Board of Trustees of the Village of Gifford, Illinois.

Section 2: That the President and the Village Clerk of the Village of Gifford, Illinois, be and they are authorized and instructed to indicate the approval of the aforesaid plat by the President and Board of Trustees of said Village of Gifford, Illinois,, by dating and signing the approval shown on the face thereof, and that the Village Clerk be authorized to certify such approval and acceptance for the purpose of having the same recorded, as provided by law, in the following language which shall, to all intents and purposes, be held and regarded as sufficient evidence of the approval and acceptance thereof by the Village of Gifford, Illinois, viz.:

I, Martin Osborn, Village Clerk of the Village of Gifford, Illinois, do hereby certify that the accompanying plat, hereto attached and designated as

Plat of SAJEN ACRES SUBDIVISION in the Village of Gifford, Champaign County, Illinois

was accepted and approved by the President and Board of Trustees of the Village of Gifford, Illinois, at a regular meeting held on the 1st day of August, A.D. 1991, as appears form the records on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand as such Village Clerk, and affixed the Corporate Seal of said Village of Gifford, Illinois, this 3nd day of October, 1991.

MARTIN OSBORN, Village Clerk Village of Gifford, Illinois

Section 3: This Ordinance shall be in full force and effect from and after its passage as provided by law.

PASSED AND ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE Village of Gifford, Illinois, this 3rd day of October, A.D. 1991.

APPROVED BY THE PRESIDENT OF SAID VILLAGE WHO SIGNED THE SAME THIS 3 ALL DAY OF OCTOBER, 1991.

President of the Board of Trustees and of the Village of Gifford,

Illinois

ATTEST:

VILLAGE CLERK

SAJEN_ACRES

RESTRICTION COVENANTS

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

William Jenkins, Jr. and Norma Jenkins, being the legal owners of the real estate described in Exhibit A attached hereto, have caused the same to be surveyed by Sodemann and Associates, Inc. and have subdivided said real estate into lots, streets, and utility easements as indicated on the annexed plat, bearing the Certificate of the said Sodemann and Associates, Inc. under date of John 15,1991, said subdivision to be known as "SAJEN ACRES", CHAMPAIGN COUNTY, ILLINOIS.

It is hereby provided that all conveyances of property hereafter made by the present or future owners of any of the lands described in the aforesaid Surveyor's Certificate shall, by adopting the above description of said platted lands, be taken and understood as if incorporating in all such conveyances without repeating the same the following restrictions as applicable:

DEFINITIONS

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

<u>Structure</u>: Any building, planting, dwelling, fence, excavation or any other thing or work on the real estate (including, but not limited to, antenna systems).

<u>Developer</u>: The developers are William Jenkins, Jr. and Norma Jenkins, their heirs, successors, or assigns, having their principal office at R.R. 4, Box 143-B, Champaign, Illinois 61820.

Single Family Unit: A building designed and constructed for the residential use of one and only one household.

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.

<u>Dwelling Unit</u>: A structure or portion thereof designed and constructed for the residential use of one household.

<u>Building Area:</u> A portion of a building site within which the construction and maintenance of main buildings is permitted.

<u>Building Site</u>: A portion of the subdivision consisting of at least one entire lot as platted.

<u>Dwelling</u>: The main building or buildings on any building site in Sajen Acres. The dwelling is to be designed for and is to be used exclusively for a residence.

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

Architectural Control Committee: A body designated with the authority to approve or disallow the placement of any structure on a building site.

AREA OF APPLICATION

The covenants, in their entirety, shall apply to Lots 2 thru 10 inclusive of "Sajen Acres", Champaign County, Illinois. Lot 1 and Lot 11 are zoned commercial.

COVENANTS

1. <u>Allowable Structures</u>: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling.

2. Architectural Control:

A. <u>Committee Membership</u> - The Architectural Control Committee shall initially be composed of three persons as follows:

William Jenkins, Jr.	
Norma Jenkins	

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. At any time, the then record owner of 75% of the lots in "Sajen Acres" shall have the power by a duly recorded instrument to change the membership of the committee or to withdraw from or restore to the committee any of its powers and duties.

B. <u>Powers</u>: It is the purpose of Architectural Control to promote the residential development of "Sajen Acres" and to enhance property values; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted if they do not benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld.

The Architectural Committee shall have the power to reduce side-yard and front-yard requirements in the same percentages as are allowed by the zoning ordinances of the Village of Gifford as amended from time to time.

C. <u>Procedures</u>:

(i) <u>Building Plans. etc.</u>: No building, planting, dwelling,

fence or other structure (including, but not limited to, antenna systems) or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings and the grading plan of the building site shall have been submitted in triplicate to an approved by the Architectural Committee, and until a copy of such plans and specifications, plot plan and grading plan as finally approved is deposited for permanent record with the Architectural Committee.

- (ii) Approval by Architectural Committee: The Architectural Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the committee fails to approve or reject any plan or matter requiring approval within fifteen (15) days after plans or specifications have been submitted to it, or in any event if no suite to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.
- (iii) Right of Inspection: During any construction or alteration required to be approved by the Architectural Committee, any member of the Architectural 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 the improvements thereon, for the purpose of 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.
- (iv) Waiver of Liability: The approval by the Architectural Committee of any plans and specifications, plot plan, grading, or any other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the said committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same

building site or any other building site, neither the said committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for any loss or damage, for 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 the said committee or any member thereof, or the present owner of said real estate.

- (v) Constructive Evidence of Action by Architectural Committee: Any title company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in such subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate shall fully protect any purchaser or encumbrancer in good faith in acting thereon.
- 3. Minimum Dwelling Quality and Size: No dwelling shall be permitted on any site unless it includes a double-wide, 2 car garage. No one-story dwelling shall occupy a ground floor area of less than 2,000 square feet, and no dwelling having more than one-story shall occupy a ground floor area of less than 1,200 square feet and a total floor area of less than 2,000 square feet. In computing the floor areas of a dwelling for the purpose of applying this restriction, one half of the area of attached enclosed garages shall be considered to be a part of a one-story dwelling.
- 4. <u>Building Location</u>: No building shall be located on any lot except within the building lines as shown upon the recorded plat, and in accordance with the zoning ordinance of the Village of Gifford, unless said building is constructed on two or more lots. The minimum lot size for each building shall be 10,000 square feet.
- 5. <u>Easements</u>: Easements for the installation and maintenance or utilities and drainage facilities whether above or below ground are reserved as noted on the recorded plat. No structure shall be erected over areas reserved for easements which would interfere with the construction or maintenance of said utilities. All connections to utility services shall be made underground. Any required above ground appurtenances to the underground utility system shall be located within six feet of said lot lines.

- 6. Permissible Building Order of Construction: All buildings erected on any building site shall be constructed of material of quality suitably adapted for use in the construction of residences, and no building or buildings shall be moved to and placed upon said premises. Accessory buildings shall not be erected, constructed or maintained prior to the erection of 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.
- 7. 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.
- 8. <u>Temporary Structures</u>: No structure of a temporary character, trailer, basement, shack, garage, barn or other out-building shall be used on any lot at any time or residence either temporarily or permanently.
- 9. <u>Signs</u>: 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) feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- 10. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, and no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

- 11. <u>Livestock and Poultry</u>: 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 other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- 12. 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored in a manner either inside a garage or other building or below ground so as not be to visible from other property.
- 13. <u>Storage</u>: 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 in compliance with an approved architectural plan and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected.
- 14. Street Sight Line Obstruction: 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 property lines and a line 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 on the street property line outward from the edge of the driveway and a point on the edge of the driveway ten (10) feet from the street property line.)
- 15. <u>Sewerage System</u>: No individual sewage disposal system shall be installed or maintained on any lot.
- 16. Off-Street Parking: All property owners shall provide and use at all times off-street parking for the number of automobiles in use by the owner or resident on the property. All property owners or residents

in "Sajen Acres" owning or possessing trucks or trailers which they desire to park in the subdivision shall provide and use for storage an enclosed or shielded space for the storage of such trucks or trailers when not in use.

- 17. <u>Sidewalks and Driveways</u>: Each property owner shall repair and maintain in good condition any sidewalk provided for his respective lot until such time as the responsibility for repair and maintenance have been accepted by the public authorities. Driveways to the street shall be constructed of concrete, asphalt, or brick materials unless otherwise approved by the Architectural Committee.
- 18. <u>Nuisances</u>: 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 nuisance to the neighborhood; weeds on vacant lots shall be cut between May 1 and May 15, June 15 and June 30, and again between September 1 and September 15 in each year. If the lot owner fails to do so, the Architectural Committee may cause weeds to be cut and a lien may be filed against the property for weed mowing, not to exceed the actual cost of completion plus 20% of the cost for handling charges.
- 19. <u>Waiver</u>: The failure of the Architectural Committee, any building site owner, or the present owner 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 restrictions, condition, covenant, reservation, lien, or charge.
- 20. <u>Right-of-Way Dedication</u>: William Jenkins, Jr. and Norma Jenkins hereby grant and dedicate for the use of the public as streets, all of the streets shown on said plat, and each of said streets shall be hereinafter known by the respective names designated thereon.
- 21. <u>Easement Dedication</u>: Owner hereby dedicates the tracts shown on the plat for use by utilities perpetually to the public, for utility purposes including but not limited to water, sanitary sewer, storms sewer and drainage, gas, telephone, electricity, cable television

or any other use that the public entity in whose jurisdiction the easements 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 not 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 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 unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located.

- 22. Term: Except as provided in paragraph 25, these covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of lots in the "Sajen Acres" has been recorded, agreeing to change said covenants in whole or in part.
- 23. <u>Enforcement</u>: Enforcement shall be by proceedings at law or in equity against any person or person(s) violating or attempting to violate any covenant, either to restrain violation or to recover damages.
- 24. <u>Authority of Release Rights</u>: The owners of legal title to record of seventy-five percent (75%) of the building sites in "Sajen Acres" shall have the authority at any time to release all or from time to time any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth applicable to such area and upon the recording of such waiver or release in the Recorder's Office of Champaign County, Illinois, such restrictions, conditions, covenants, reservations, liens, or charge shall no longer be required

under the provisions herein set forth.

25. <u>Construction</u>: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens, or charge herein provided, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges herein provided, or any part thereof, is invalid or for any reason become unenforceable, no other restrictions, conditions covenants, reservations, liens or charges, or any part thereof, shall be thereby affected or impaired.

IN WITNESS WHEREOF, this instrument has been executed this 16th day of July A.D. 1991 at Champaign, Illinois.

William Jenkins, Jr

Norma Jenkins

SUBSCRIBED and SWORN to before me this 16th day of July, 1991.

- 2 1/0x.600

OFFICIAL SEAL
TAMMY L. ROBERTS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-28-93

This document was prepared by:

Sodemann and Associates, Inc. 340 North Neil Champaign, Illinois 61820

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT PART OF THE NW1/4 OF THE NW1/4 OF SECTION 1, THAT LIES WEST OF THE EAST LINE OF PARK AVENUE, AS SHOWN IN ASSESSOR'S ADDITION TO THE VILLAGE OF GIFFORD, LYING NORTH OF LOT 5 IN BLOCK 1 OF SAID ASSESSOR'S ADDITION TO VILLAGE OF GIFFORD IN TOWNSHIP 21 N. R. 10 E. OF THE 3RD P.M. CONTAINING 6.76 ACRES, MORE OR LESS, EXCEPT THAT PART CONVEYED BY RIGHT OF WAY DEED DATED JUNE 20, 1932, FILED JULY 25, 1932 RECORD 226, PAGE 594 TO PEOPLE OF STATE OF ILLINOIS, DOCUMENT #257090, SITUATED IN THE VILLAGE OF GIFFORD, IN CHAMPAIGN COUNTY, ILLINOIS, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, (AN EXISTING IRON PIPE MONUMENT ON THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE), FILKIN SUBDIVISION AS RECORDED IN THE CHAMPAIGN COUNTY COURT RECORDER'S OFFICE IN PLAT BOOK "J", PAGE 111, DATED SEPTEMBER 25, 1951; THENCE SOUTH 89° 25' 39" WEST (AN ASSUMED BEARING) ALONG THE NORTH LINE OF SAID FILKIN SUBDIVISION, A DISTANCE OF 399.30 FEET TO AN EXISTING IRON PIPE MONUMENT ON THE EAST RIGHT-OF-WAY LINE OF MAIN AVENUE (COUNTY HIGHWAY ROUTE 32); THENCE NORTH 0° 15' 40" WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 575.69 FEET TO A CONCRETE MONUMENT; THENCE NORTH 38° 19' 28" EAST A DISTANCE OF 64.13 FEET TO A CONCRETE MONUMENT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. ROUTE 136 (S.B.I. 119),; THENCE NORTH 89° 32' 57" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 358.85 FEET TO A CONCRETE MONUMENT ON THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE; THENCE SOUTH 0° 18' 09" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 624.85 FEET TO THE POINT OF BEGINNING, CONTAINING 5.71 ACRES AND SITUATED IN THE VILLAGE OF GIFFORD, CHAMPAIGN COUNTY, ILLINOIS.

STATE OF ILLINOIS)
) S.S.
COUNTY OF CHAMPAIGN)

COUNTY CLERK'S CERTIFICATE

I, the undersigned, County Clerk in and for the County of Champaign and State of Illinois, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the following described tract of land, as appears from the records in my office to-wit:

LEGAL DESCRIPTION

ALL THAT PART OF THE NW1/4 OF THE NW1/4 OF SECTION 1, THAT LIES WEST OF THE EAST LINE OF PARK AVENUE, AS SHOWN IN ASSESSOR'S ADDITION TO THE VILLAGE OF GIFFORD, LYING NORTH OF LOT 5 IN BLOCK 1 OF SAID ASSESSOR'S ADDITION TO VILLAGE OF GIFFORD IN TOWNSHIP 21 N. R. 10 E. OF THE 3RD P.M. CONTAINING 6.76 ACRES, MORE OR LESS, EXCEPT THAT PART CONVEYED BY RIGHT OF WAY DEED DATED JUNE 20, 1932, FILED JULY 25, 1932 RECORD 226, PAGE 594 TO PEOPLE OF STATE OF ILLINOIS, DOCUMENT #257090, SITUATED IN THE VILLAGE OF GIFFORD, IN CHAMPAIGN COUNTY, ILLINOIS, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, (AN EXISTING IRON PIPE MONUMENT ON THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE), FILKIN SUBDIVISION AS RECORDED IN THE CHAMPAIGN COUNTY COURT RECORDER'S OFFICE IN PLAT BOOK "J", PAGE 111, DATED SEPTEMBER 25, 1951; THENCE SOUTH 89° 25' 39" WEST (AN ASSUMED BEARING) ALONG THE NORTH LINE OF SAID FILKIN SUBDIVISION, A DISTANCE OF 399.30 FEET TO AN EXISTING IRON PIPE MONUMENT ON THE EAST RIGHT-OF-WAY LINE OF MAIN AVENUE (COUNTY HIGHWAY ROUTE 32); THENCE NORTH 0° 15' 40" WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 575.69 FEET TO A CONCRETE MONUMENT; THENCE NORTH 38° 19' 28" EAST A DISTANCE OF 64.13 FEET TO A CONCRETE MONUMENT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. ROUTE 136 (S.B.I. 119),; THENCE NORTH 89° 32' 57" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 358.85 FEET TO A CONCRETE MONUMENT ON THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE; THENCE SOUTH 0° 18' 09" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 624.85 FEET TO THE POINT OF BEGINNING, CONTAINING 5.71 ACRES AND SITUATED IN THE VILLAGE OF GIFFORD, CHAMPAIGN COUNTY, ILLINOIS.

The 2nd installment of Revenue Year 1990 taxes are due and payable but not delinquent as of this date. Permanent Tax Number: 06-10-01-101-001 Given under my hand and seal this _____ 2nd ___ day of ___ August ____, A.D. 1991.

COUNTY CLERK OF CHAMPAIGN

OOUNTY (SEAL)

