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Synda M. Quinn
RECORDER

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, executed this
25th day of July, 1991 by THE FIRST NATIONAL BANK OF
ELGIN, Elgin, Illinois, a national banking association authorized
to accept and administer trusts, as Trustee under the provisions
of a Trust Agreement dated the 13th day of January, 1986 and
known as Trust No. 4552, hereinafter referred to as "the
Trustee";

W I T N E S S E T H:

WHEREAS, the Trustee is the owner and holder of the
legal title of the following described real estate in the
Township of Elgin, Kane County, Illinois, hereinafter referred to
as "the Premises":

Lots 100 through 152 inclusive in Williamsburg Green
Unit No. 4, in Elgin Township, Kane County, Illinois.

WHEREAS, it is the desire of the Trustee to declare
herein certain restrictions for the benefit of itself, subsequent
owners and mortgagees of the Premises.

NOW, THEREFORE, the Trustee hereby declares as follows:

1. All lots in the Subdivision shall be used as
residential lots. No structure shall be erected, altered,
placed, or permitted to remain on any residential lot other than
a single family dwelling not more than two stories in height.
Each such dwelling shall have an attached three or four car
garage with a paved driveway.

2. Each ranch style dwelling shall have a minimum of
2,500 square feet and each split-level dwelling shall have a
minimum of 3,000 square feet; each two-story dwelling shall have
a minimum of 3,000 square feet; and each one and one-half story
dwelling unit shall have a minimum of 1,700 square feet on the
main floor. No bi-level dwelling will be permitted. No masonry
front only dwellings will be permitted. Care must be taken with
the design to make the side and rear of dwelling compatible with
the front. Garage doors must not face to the front of the lot.
All chimneys shall be of a masonry construction. Any
improvements to be constructed are subject to the approval of the
Trustee or a committee appointed by the Trustee and such approval
must be in writing. Exterior color selections shall also be
subject to such approval.

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BURNIDGE CASSELL ASSOC.
2425 ROYAL BLVD
ELGIN, IL 60123

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3. No building, fence, swimming pool, or other structures shall be placed, erected, or altered on any lot until such building plans, location of said fence, or swimming pool, specifications for same, and the plot plan showing the location of said lot shall have been approved in writing by the Trustee or by a committee appointed by the Trustee and such approval must be in writing. No above ground swimming pool shall be permitted and any in ground swimming pool must be surrounded by a fence, the fence to be approved in writing by the Trustee or by a committee appointed by the Trustee.

4. No sign of any kind shall be displayed on any lot except one professional sign of not more than five square feet advertising the property for sale or for rent, except such signs as used by a builder advertising the property during the construction period, or by the developer of the Subdivision to advertise lots for sale shall not be subject to this restriction.

5. No poultry, livestock, or animals of any kind, other than customarily accepted house pets shall be kept or raised on said premises. No more than three house pets shall be kept or raised on said premises.

6. Any and all earth, gravel, dirt, and/or other material which shall be dug out, moved about or placed on any lot for the purpose of backfilling a basement shall be leveled off or backfilled within six (6) months from the first day of digging, moving, or placing of such material on said lot or lots, except for any and all earth, gravel, and/or other material stored by the developer of the Subdivision. All outside building and construction shall be completed within one year after ground is broken for the foundation. Each home will be landscaped within six (6) months after occupancy. A landscaping plan must be submitted to the Trustee or the committee for approval prior to occupancy. The lawn must be completed within six (6) months of occupancy. Each lawn will have no less than 1,000 yards of sod for the front and the sod will extend across the ditch line to the shoulder of the road.

7. No trucks, commercial vehicles, trailers, boats, or campers shall be stored in yard or parked in drive or on streets overnight.

8. No outbuildings or any other structures of any kind whatsoever shall be constructed on the real estate. Any owner of real estate in WILLIAMSBURG GREEN UNIT NO. 4 acknowledges that the construction of any outbuildings will affect the appearance

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and general plan for the development of the Subdivision known as WILLIAMSBURG GREEN UNIT NO. 4 and that the enforcement of a remedy by way of injunction will not cause any hardship on such owner.

9. Each owner of any lot in WILLIAMSBURG GREEN UNIT NO. 4 acknowledges that upon the purchase of real estate in WILLIAMSBURG GREEN UNIT NO. 4 such owner shall automatically become a member of WILLIAMSBURG GREEN UNIT III PROPERTY OWNERS' ASSOCIATION, a not for profit corporation, and as such a member, the owner shall be subject to all the by-laws of the corporation, including those requiring payment of dues for common areas maintenance such as golf cart paths, detention ponds and storm sewer lines and such dues shall also be used for the maintenance and planting areas in cul-de-sac areas in WILLIAMSBURG GREEN SUBDIVISION UNIT NO. 4, even though such areas are not owned by the association.

10. Any television antennas placed on the premises shall be on the roof of the residence and shall be located on the eaves edge furthest from the street in front of the premises. No satellite dishes shall be permitted.

11. Not more than one driveway from a public street is permitted on a lot, unless the lot has minimum lot frontage of 150 feet along the same street as measured along the right-of-way. On lots where more than one driveway access to a public street may be provided, driveways shall be located at least 50 feet from the intersection of two street right-of-ways, and at least 100 feet from another driveway on the same lot.

12. Septic areas shall be protected during subdivision and residence construction by the lot owner to avoid compaction of soils or unauthorized fill or removal from domestic sewage disposal areas. No encroachments shall be made on said disposal area with the construction of principal or accessory structures, driveways, or landscaping which may cause harm to the normal operation of the sewage disposal system.

13. Lot owners shall not alter or change in any way roadside and drainage easement swales except with the written approval of the County Department of Transportation; provided, however, because the owners of certain lots in WILLIAMSBURG GREEN SUBDIVISION UNIT 4 may be required by the appropriate Kane County governmental authorities to provide and maintain a curtain

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drain system accessory to the required domestic sewage disposal system to assist the proper operation of said disposal system, the owners of Lots 103, 104, 105, 106, 107, 108, 114, 115, 116, 117, 118, 119, 120, 121, 128, 129, 130, 131, 137, 138, 139, 140, 148, 149, 150, 151 and 152 shall be permitted to connect private subsurface drainage systems (also known as curtain drains) to the neighborhood drain tile located in the drainage easement on or adjacent their respective lots.

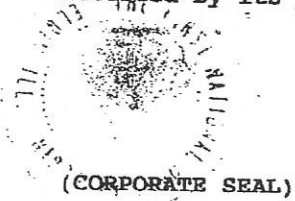
14. The owners of Lots 102, 106, 111, 112, 133, 134, 135 and 136 shall be responsible for the maintenance of the Northern Illinois Gas pipeline property adjacent their respective lots. The owners are not permitted to place any structures or fences, maintain landscaping material other than grass on the pipeline property, or use said property for open or enclosed storage or other accessory uses.

15. No lot owner shall install or maintain an underground lawn sprinkler system in the right-of-way of any public street or a drainage easement, golf cart path or public utility easement.

16. The owners of Lots 120, 121, 138, 139 and 140 shall prevent debris and foreign material from entering the pond or wetlands on their lot or, when any such debris has entered the pond or wetlands from the lot, remove the same immediately. Such owners shall also be responsible for keeping drainage inlet and outlet structures in the pond free of debris which may obstruct or inhibit the proper operation of the drainage structures and pond on their lot.

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IN WITNESS WHEREOF, said Declarant has caused its corporate seal to be hereto affixed, and has caused its name to be signed to this Declaration by its Asst. Vice President and attested by its Assistant Secretary.



(CORPORATE SEAL)

FIRST NATIONAL BANK OF ELGIN
AS TRUSTEE, TRUST NO. 4552

By: Kathleen Lemanica Luchack
Its Asst. Vice President
& TRUST OFFICER

By: Shirley R. Barnes
Its Assistant Secretary

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UNRECORDED

This instrument is executed by THE FIRST NATIONAL BANK OF ELGIN, not individually, but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by THE FIRST NATIONAL BANK OF ELGIN are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal or individual liability shall be asserted or be enforceable against THE FIRST NATIONAL BANK OF ELGIN by reason of any of the covenants, statements, representations or warranties express or implied herein contained in this instrument.

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, Joyce M. Artman A NOTARY PUBLIC
in and for said County, in the state aforesaid, DO HEREBY
CERTIFY, that Kathleen Lamonica Krochock ^{Asst} Vice-President-Trust
Officer of THE FIRST NATIONAL BANK OF ELGIN and
Shirley K. Bowers Assistant Secretary of said bank,
personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such Vice-President-
Trust Officer and Assistant Secretary respectfully, appeared
before me this day in person and acknowledged that they signed
and delivered the said instrument as their own free and voluntary
act, and as the free and voluntary act of said bank, for the uses
and purposes therein set forth; and the said Assistant Secretary
did also then and there acknowledge that (s)he, as custodian of
the corporate seal of said bank, did affix the said corporate
seal of said bank to said instrument as ~~his~~ (her) own free and
voluntary act and as the free and voluntary act of said bank, for
the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day
of July, 1991.

Joyce M. Artman
Notary Public

This Document Prepared By:
Theodore N. Schnell, Jr.
33 North Geneva Street
Elgin, Illinois 60120



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