

DECLARATION OF COVENANTS
RESTRICTIONS, RESERVATIONS,
EQUITABLE SERVITUDES, GRANTS
AND EASEMENTS
FOR
CAMELOT SUBDIVISION, UNIT NO. I

The undersigned, Tolemac, Inc., an Illinois Corporation being the owner and subdivider of the real estate described as follows, to-wit:

Camelot subdivision, Unit No. 1, being a
Subdivision of a part of the South Half
Of the Southwest quarter of Section 28
And part of the North half of Section 33,
In Township 35 North, Range 9 East of
The Third Principal Meridian, situated
In Will County, Illinois,

Hereby incorporates this instrument in said plat and makes the same a part hereof.

WITNESSETH

The following covenants, restrictions, reservations, equitable servitudes, grants, easements and set back lines are hereby imposed on each and every lot within the above-described subdivision and shall be considered as running with the land and shall be binding upon the respective owners of said lots, their heirs, executors, administrators, successors and assigns:

1. Only one residential building shall be erected or allowed to exist upon any single "building plot" (as is hereinafter defined) in said subdivision, and said residential building shall be used or occupied as a single family dwelling only.

For the purposes of this instrument, a "building plot" is hereby defined as (1) any single lot of said subdivision as the same is originally subdivided and platted on the attached plat, and/or (2) any parcel of land consisting of such an originally platted single lot and another adjoining lot or portion thereof, it being specifically provided and understood that no building or residence shall be constructed, erected or allowed to exist upon any parcel of ground in said subdivision which is smaller than any single lot in said subdivision (as said lots are originally subdivided and platted) but that a residence or building may be constructed on a parcel of ground in said subdivision which is larger than any single lot as originally platted and subdivides but which is smaller than any two such lots as originally platted in said subdivision.

Said building on said premises or any part or portion thereof shall be used or occupied for private residential purposes exclusively and shall never be used or occupied

for trade, commercial, business or agricultural purposes of any kind or nature. The non-permissive uses prohibited above shall include, but shall not be limited to, the use of the premises for apartment dwellings, hospitals, sanatoriums, rest homes, nursing homes hotels, motels and boarding houses.

2. In connection with the residential building referred to herein and to be used exclusively in connection with said residential building, a private garage may be erected on the premises hereby conveyed, it however, must be attached to and be a part of the residential building. Such garage shall not be used at any time as a residence, whether temporary or permanent, provided however, said garage may contain living quarters if the same is in architectural design and in proportionate construction cost conforming to the said residential building.

3. For any residential building or structure hereinafter erected or structurally altered, there shall be a side yard on each side of the building as follows:

a. For a two-story building not less than twenty feet, provided however that if such building shall have an attached end-loading garage, side yard on garage side shall be a minimum of twenty-five feet and opposite side shall be a minimum of ten feet.

b. For a one and one-half story, multi-level, split level or staggered level building not less than fifteen feet provided that if a garage is attached to any such one and one-half story, multi-level, split level or staggered level building, the side yard for said garage may be not less than ten feet, in the event, only, however, that the portion of the premises occupied by such garage is a one-story structure. Provided also that, if such, building shall have an attached end-loading garage, side yard on garage side shall be a minimum of twenty-five feet and opposite side shall be a minimum of ten feet.

c. For a one story building, not less than ten feet; provided that if a garage is attached to a two story house the side yard for said garage may be ten feet in the event only, however, that the portion of the premises occupied by the garage is a one-story structure.

d. On Lots six, seven, eight, sixty-three, sixty-four, sixty-five, seventy-four, seventy-five, seventy-six, and seventy-seven the side yard on each side of the building shall be a minimum of ten feet regardless of the type of building erected

4. No building shall be erected closer to the lot line or street than the building set-back line shown on the plat of the subdivision.

5. Residences erected on the lots of this subdivision shall be as follows and no such residences shall be erected or allowed to exist which do not conform to the following requirements:

- a. A one-story residence shall contain at least sixteen hundred (1600) square feet of area exclusive of garage, breezeway, porches, and basement.
 - b. A one and one-half story residence shall contain at least twelve hundred (1200) square feet of area on the first floor exclusive of garage, breezeway, porches, and basement.
 - c. A two-story residence shall contain at least one thousand (1000) square feet of area on the first floor exclusive of garage, breezeway, porches, and basement.
 - d. A multi-level home, split level home, or staggered level residence must contain at least seventeen hundred fifty (1750) square feet of area exclusive of garage, breezeway, porches, and basement.
6. No buildings shall be erected or allowed to exist where the exterior is covered with asbestos shingle, bituminous imitation brick or asphalt covering.
 7. No garbage shall be burned on premises except in an incinerator located inside of residence, or garage.
 8. 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.
 9. No fence shall be erected on any lot in the subdivision that shall be more than six (6) feet in height and such fence shall not extend in front of the building set-back line as shown on the plat in the subdivision; provided, however, that this restriction shall not be intended to prevent the erection of an open decorative fence, not more than four (4) feet in height extending from the front building set back line to the front, property line, or a decorative hedge serving the same purposes.
 10. All public utility pipes, mains, tiles, conduits, cables, and lines laid or installed in the subdivision must be buried beneath the ground.
 11. Lot ninety-seven (97) is reserved for use by Camelot Utilities, Inc. as site for water supply and storage and shall be exempt from restrictions contained herein.
 12. Easements of the widths shown on said plat are hereby reserved for the use of Commonwealth Edison Company, Illinois Bell Telephone Company, Northern Illinois Gas Company, American Oil Company, and Camelot Utilities Inc, their successors and assigns, and anyone working by, through or under them, all as shown by dotted or broken lines on the plat attached hereto and marked "utility easement", to install, lay, construct, renew, operate and maintain pipes, mains, tiles, conduits, manholes, cables, under and beneath the ground only, with all necessary appurtenances for the purpose of serving this subdivision and adjoining property with electric, telephone, gas, sewer and water service together with the right to enter upon the lots at all times, to install, lay, construct, renew,

operate and maintain said pipes, main tiles, conduits, manholes, cables, and such utility pipes, mains, tiles, conduits, cables, appurtenances and lines of any nature must be buried under and beneath the ground; no permanent building shall be placed on said easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for public utilities purposes.

The covenants, restrictions, reservations, equitable servitudes, grants, easements and set-back lines herein contained and created shall be considered as appurtenant to and running with the land, and shall operate for the benefit of all lots in said subdivision and may be enforced by the owner or owners of any of the lots in said subdivision or by the undersigned in any legal or equitable proceedings including proceedings to enjoin violations and accomplish specific performance; and shall continue in effect until January 1, 1985, at which time they shall continue for successive periods of ten (10) years unless by a majority vote of the owner of the lots in said subdivision at the beginning of each successive ten (10) year period they are amended or terminated.

In voting, each of said originally platted lots shall be deemed a unit and the owner or owners thereof shall be entitled to one (1) vote.

The invalidity of any covenant, restriction, reservation, equitable servitude, grant or easement hereby imposed and created or any provision hereof or any part of any such provision shall not impair or affect in any manner the validity, enforceability or effect the remainder of this instrument.

IN WITNESS WHEREOF, the undersigned, TOLEMAC, INC., an Illinois Corporation, have set their hands and seals this 20th day of December, 1965.

TOLEMAC, INC.
An Illinois Corporation
Art Smith Jr., President

Robert Wallace, Secretary