

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, EQUITABLE SERVITUDES, GRANTS AND EASEMENTS TO
KIPLING WOODS, I AND II

Kipling Woods Unit I: Lots 1,2,3,4,5,6,7,8,9,10,11,12,13

Kipling Woods Unit II: Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,
21,22,24,25,26,30,33.

The Undersigned First Federal Savings and Loan Association, Ottawa, IL, A United States Corporation, being owner and subdivider of the real estate above described hereby incorporates this instrument in said plats and makes same a part.

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 legal description 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, and said residential building shall be used or occupied as a single family dwelling only.

For the purpose of this instrument, a "building plot" is hereby defined as

a.) Any single lot above referenced as the same as originally subdivided and platted on the original plot of subdivision and/or.

b.) any parcel of land consisting of such as originally platted single lot and other 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 subdivided but which is smaller than any two 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 not be limited to the use of the premises for apartment dwellings, hospitals, sanitoriums, 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 anytime as a residence, whether temporary or permanent.

3. For any residential building or structure or building hereinafter erected or structurally altered there shall be a side yard on each side of the building as described on the respective plats of subdivision to Kipling Woods I and II.
4. No building shall be erected closer to the lot line or street than the building set back lines as shown on the respective plats of subdivision of Kipling Woods Units I and II.
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 on the first floor exclusive of garage, breezeway, porches, and basement.
 - b. A one and one-half story residence shall contain at least sixteen hundred (1600) 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 residence split-level, or staggered level residence must contain at least two thousand (2000) square feet of area exclusive of garage, breezeway, porches, and basement.
6. Prior to commencement of construction, two (2) complete sets of construction plans which shall include drawings, specifications, exterior elevations, construction materials, finished ground elevation (foundation grade or elevation in relation to the grade of the crown of the street), a site plan showing location of the buildings, fences and other structures to be so located on said lot, shall be provided to the Architectural Committee, First Federal Savings and Loan so establishes.
7. No garbage shall be burned on premises except in an incinerator located inside garage or residence.
8. No out building, temporary house, campers, habitable motor vehicles, trailer, stand, recreational appurtenances, shack, barn, basement or other structure or building not attached to the residence constructed on said lot, whether of an permanent or temporary character, shall be constructed, placed, allowed to exist or used, on any lot at any time either as a residence or otherwise and of there temporarily or permanently. No residence erected on any lot shall be occupied in any manner at any time prior to its full completion in accordance with approved plans as hereinabove provided.
9. No advertising signs of any type or character shall be erected, placed permitted or maintained on any lot other than a name plate of the occupant and a street sign, other than

a "For Sale" or "For Rent" sign in accordance with the character and custom acceptable to the Subdivisions.

10. No trucks, truck mounted campers, trailers, buses, boats, boat trailers, house trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored, or parked on any dedicated or undedicated street or right of way in the Subdivisions.

11. No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any lot so they are visible from the streets. Or any neighboring lot, except as necessary during the period of construction of a building thereon.

12. 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 purposes or in any objectionable manner.

13. All public utility pipes, mains, tiles, conduits, cables and lines laid or installed in the Subdivisions must be buried beneath the ground.

14. An Easement of the widths shown on respective Plats of Subdivision is hereby reserved for the use of Commonwealth Edison Company, Illinois Bell Telephone Company, Northern Illinois Gas Company, the Township of Troy, and The County of Will, their successors and assigns, jointly and severally to install, operate, maintain, and remove from time to time, facilities used in connection with said easement.

15. Each Grantee of a Lot so delineated in the legal description as they appear on page one of said "Restrictions" shall by the acceptance of a deed conveying said Lot, accept title thereto upon and subject to each and all of the covenants, conditions, restrictions, reservations, equitable servitudes, grants, and easements herein contained, and by such acceptance shall for himself, his, theirs, personal representatives, successors, assigns, grantees and lessees, covenant and agree to and with the grantees and subsequent owners of each said other lots to keep observe, comply with and perform said covenants, conditions, restrictions, reservations, equitable servitudes and grants.

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 as so described in the legal description or page one of said covenants and may be enforced by the owner or owners of any of the Lots in said Subdivisions or by the Undersigned in any legal or equitable proceedings to enjoin the violations and accomplish specific performance; and shall be in effect until September 01, 1992, at which time they shall continue for successive periods of ten years unless by a majority vote of the owners of the lots described, Amendments or termination shall be determined. In voting, each of said lots shall be deemed a unit and the owner or owners of each lot shall be entitling to one vote.

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

IN WITNESS WHEREOF, The undersigned have, FIRST FEDERAL SAVINGS AND LOAN, OTTAWA, ILLINOIS, a United States Corporation, have set their hands and seals this 04th day of February, 1983

ATTEST: Kevin L. Schultz, Corporate Secretary
BY: Richard E. Farrell, Corporate President

STATE OF ILLINOIS
COUNTY OF LASALLE

And for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard E. Farrell, Corporate President of First Federal Savings and Loan Association, Ottawa , Illinois, an United States Corporation, and Kevin L. Schultz, Corporate Secretary are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial Seal this 4th day of February, AD 1983.
Jeannie R. Cosmutto