

160-691

159/54 MAY 1 1968

RESTRICTIVE COVENANTS AND CONDITIONS
COVERING WORMLEY'S CENTURY ESTATES,
RECORDED MARCH 15, 1968 AS DOCUMENT
NO. 158649, IN BOOK 12 OF PLATS AT
PAGE 62, IN THE RECORDER'S OFFICE,
KENDALL COUNTY, ILLINOIS

THIS INSTRUMENT, Dated this 29th day of March, A.D. 1968
WITNESSETH:

WHEREAS, Myron L. Wormley and Frances B. Wormley, his wife,
have caused to be subdivided a certain area of land owned by
Myron L. Wormley, which subdivision is known as "Wormley's Century
Estates", the plat of which was recorded March 15, 1968, as Docu-
ment No. 158649, in Book 12 of Plats, at Page 62, in the Recorder's
office, Kendall County, Illinois; and

WHEREAS, said owner and his said wife propose to sell the
various lots in said subdivision from time to time for the purpose
of having constructed thereon single family residence dwelling
houses, and it is deemed desirable to place of record and impose
as covenants and conditions subsequent certain restrictions upon
the use, height, quality and size of buildings to be erected on
said lots for the purpose of preserving the general welfare,
health, safety and desirability of the land as residence area.

Now, THEREFORE, the owner and his said wife impose the
following covenants and conditions subsequent upon all lots in
said subdivision:

1. LAND USE AND BUILDING TYPE: No lot shall be used for
other than residential purposes. No building shall be erected,
altered, placed or permitted to remain on any lot other than one
detached single family dwelling house, not to exceed two and one-
half stories in height and a private garage for not more than
three cars; provided, however, on lots 6, 7, 8, 9 and 10 here-
inafter referred to as river lots, livestock may be kept and
buildings for sheltering the same may be erected thereon as
provided in paragraphs 4 and 2 hereof.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and plot plan showing location of the building have been approved by the Architectural Control Committee as to quality of materials and workmanship, harmony of external design with other structures therein, and location with respect to building lines, topography and finished grade elevation. No fence, wall, hedge, pergola or ornamental structure shall be erected, placed or altered on any lot nearer to any street than the minimum setback line as shown on said plat, unless similarly approved, all as provided in paragraph 7 hereof. The provisions of this paragraph shall also apply to livestock shelters on the river less.

3. DWELLING QUALITY AND SIZE: In no event shall said dwelling houses or garages be constructed with the use of roll paper exterior siding or imitation brick or shingle exterior siding of asphalt or granule composition, it being the intention and purpose of this covenant to assure that all dwellings erected thereon shall be of good quality, workmanship and materials. The ground floor living area of a dwelling building, exclusive of open porches and garages, shall not be less than 1,300 square feet for one story dwellings.

4. BUILDING LOCATIONS: No building shall be located on any lot nearer to a street or an adjacent lot than is provided by the provisions of the Zoning Ordinance of the governing body politic and corporate and no dwelling shall be erected or placed on any lot having an area of less than one (1) acre.

5. EASEMENTS: Easements for installation and maintenance of utilities and for drainage facilities are reserved as shown on the recorded plat. Within such easements, no structures, buildings, planting or other material shall be erected, planted or stored where the same may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow

of drainage channels in said easements. The easement area in each lot shall be maintained by the owner of said lots except for such improvements installed and maintained by public authority or a public utility. The easement between Lots 5 and 6 and on the North side of Lot 6 extending to the Fox River is hereby widened to a width of 35 feet and the undersigned shall construct thereon a 10 foot wide service road from Century Drive to the Fox River along said easement for the purpose of allowing vehicle and boat trailer passage to the river by the owners of lots in said subdivision. Said easement is created for the use and benefit of the owners of lots in said subdivision as a private driveway or foot path from said Century Drive to the Fox River. All maintenance thereof shall be at expense of owners of lots in said subdivision.

6. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

7. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall be composed of the undersigned, Myron L. Moraley, Frances B. Moraley, and Lloyd Davidson. 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 of the Committee shall have full authority to designate a successor. No compensation shall be paid for services to any Committee member or a designated representative. The Committee's approval or disapproval as required by this declaration shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove plans and specifications within thirty days after submission thereof to said Committee, approval thereof shall be assumed for the purposes of this declaration.

8. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that

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dogs, cats, or other common household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. On the river lots, as hereinabove described, livestock may be kept within the limits of one head per acre, other than sheep, and a maximum of three head of sheep per acre. In no event shall any swine be kept on any of the lots in said subdivision.

9. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage shall be kept in sanitary containers. Any incinerator or other equipment erected for the disposal of rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition.

10. SIGHT DISTANCE AT INTERSECTIONS: No hedge, fence, wall or planting will be permitted on intersection corners which will obstruct the sight line of vision for safe driving. All trees permitted to remain within such intersection areas shall be trimmed at a sufficient height to prevent ^{sight} obstruction of vehicles on intersecting streets.

11. GENERAL PROVISIONS: These covenants and conditions are to run with the land and shall be binding on all owners of all of said lots and all persons claiming under them for a period of ten years from the time these covenants are placed of record, after which time said covenants and conditions shall be automatically extended for successive periods of ten years, unless an instrument, signed by a majority of the owners of the lots in said subdivision agreeing to a change in said covenants and conditions in whole or in part, has been placed of record in the Recorder's office of Kendall County.

12. ENFORCEMENT: Enforcement may be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the covenants and conditions herein contained, either to restrain violation or to recover damages.

13. SEVERABILITY: Invalidation of any one or more of these covenants or conditions by judgment or court order shall in no manner affect any of the other covenants and conditions hereof, which said covenants and conditions not invalidated by any order or decree of court shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused their signatures and seals to be affixed the day and year first above written.

Myron L. Wormley (SAL.)

Francis B. Wormley (SAL.)

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Myron L. Wormley and Francis B. Wormley, 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 acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of May, A.D. 1968.

Carney L. Johnson
Notary Public

State of Illinois
County of Kendall } # 159154

This instrument was filed for Record
in the Recorder's Office of Kendall County

MAY 1 1968
at 9:30 o'clock P. M. and recorded
in Book 166 Page 691

Jan A. Brady
Recorder

PHOTOSTATED
INDEXED
TRACTED