STATE OF ILLINOIS } SS 954711
EFFINGHAM COUNTY }
THIS INSTRUMENT WAS FILED FOR RECORD
IN THE AFORESAID RECORDERS OFFICE ON
24 DAY OF OCT A.D. 1995 AT
2:25 P.M. AND RECORDED IN BOOK 1171
ON PAGE 252 #198-B
OF Robert L Behrmen RECORDER

SPACE ABOVE THIS LINE FOR RECORDING DATA

CERTIFICATE OF PLATTING DEDICATION AND DECLARATION OF RESTRICTIONS AND COVENANTS OF PRAIRIE MEADOW SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that **JAMES AND NIEMERG DEVELOPMENT COMPANY, an Illinois general partnership,** being the owner and proprietor of the following described real estate:

A part of the Northwest Quarter of Section 13, Township 7 North, Range 7 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 13, Township 7 North, Range 7 East of the Third Principal Meridian, thence South 01° 49′ 59" West along the East line of the Northwest Quarter of said Section 13 (also known as the East line of Petry's Subdivision as recorded in Plat Book 29 on Page 249 in the Office of the Recorder of Effingham County) a distance of 379 feet, thence South 89° 59′ 55" West along the South line of Petry's Subdivision a distance of 100.00 feet to the Point of Beginning, thence South 01° 49′ 59" West a distance of 385.50 feet to the North Right-of Way line of the Illinois Central Gulf Railroad, thence North 72° 48′ 57" West along the Railroad Right-of-Way line a distance of 388.00 feet, thence North 33° 36′ 23" East a distance of 160.21 feet, thence Northwesterly around a curve to the right having a radius of 90 feet and tangent to a line perpendicular to the last described bearing a distance of 91.39 feet, thence North 01° 47′ 12" East a distance of 413.51 feet to the

North line of Lots 4 and 5 of Petry's Subdivision, thence North 90° East along said North line a distance of 119.98 feet to the East line of Lot 4 of said Subdivision, thence South 01° 47' 52" West along said East line and the extension thereof a distance of 354.00 feet to the South line of Petry's Subdivision, thence North 89° 59' 55" East along said South line a distance of 212.72 feet to the Point of Beginning, situated in the County of Effingham and State of Illinois;

have employed Kevin L. Utz of the firm of Utz & Associates of Effingham, Illinois to survey the said real estate, and to subdivide the same into lots as shown on the annexed plat of survey, which said real estate is hereby named and designated as **PRAIRIE MEADOW SUBDIVISION**; and, the undersigned does hereby approve the laying out and platting of said real estate as shown on the annexed plat of survey.

The undersigned does hereby dedicate and set apart the streets, alleys and easements indicated on said plat of survey to the use of the general public forever, hereby surrendering and releasing for themselves, their heirs, successors and assigns, all rights of dower and homestead in the real estate herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this plat is made.

The restrictions and covenants hereinafter set forth are to run with the land and shall be binding upon all parties and persons owning lots in PRAIRIE MEADOW SUBDIVISION or claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten years, unless an instrument, signed by a majority of the then owners of the lots has been

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recorded, agreeing to alter, amend or revoke said covenants in whole or in part.

If the owners of any such lots or any of them, or their successors or assigns, shall violate any of the covenants hereinafter set forth, it shall be lawful for any other person owning real estate situated in said subdivision to prosecute any violations at law or in equity against the person or persons violating any of such covenants, either to prevent him from so doing or to recover damages for such violation, or both.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

LAND USE AND BUILDING TYPE:

No lot or lots embraced in the said PRAIRIE MEADOW SUBDIVISION shall be used for other than single family residence purposes. A "single family residence" is defined as a building designed for and occupied exclusively by one family; and, a "family" is defined as one or more persons related by blood, marriage or adoption occupying a dwelling and living as a single housekeeping unit and doing their own cooking on the premises, as distinguished from a group occupying a boarding house, lodging house, or hotel. No buildings shall be erected, altered, placed or permitted to remain on any lot of the subdivision other than one (1) detached single family residence or other accessory building or buildings, providing said accessory building or buildings are incident to residential purposes and are not used for any commercial purposes.

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No mobile or modular home shall be located, either temporarily or permanent, on any lot of the subdivision.

RESIDENTIAL BUILDING SIZE:

No residential building shall be permitted on any lot of the subdivision, the habitable floor area of which, exclusive of basements, attics, porches, carports and garages, is less than the minimum square feet of floor area described as follows:

In the event such building is of one (1) story such building shall contain not less than 1250 square feet of ground floor area; in the event such building is of one and one-half stories such building shall contain not less than 1000 square feet of ground floor area, and a total floor area of not less than 1400 square feet; and in the event such building is of two (2) stories such building shall contain not less than 1000 square feet of ground floor area, and a total floor area of not less than 1600 square feet.

A residential building shall be considered one (1) story if no portion of the building is built over any other portion of the building except basement or foundation.

BUILDING SETBACK REQUIREMENTS:

No building or any part thereof, including garages and porches, shall be erected on any lot closer than 20 feet to the front street line, or closer than 10 feet to either side lot line, or closer than 10 feet to the rear lot line; provided, however, that in the case of corner lots, the setback lines from the side

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street shall not be less than 20 feet. Provided further, that in the case of any lot where both the front of the lot and the rear of the lot border on public streets, either now or streets to be built in the future, both the front setback and the rear setback lines shall be 20 feet. When one and one-half, two, or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners. Notwithstanding any provision herein to the contrary, no detached garage or other accessory building shall be erected on any lot closer to the front street line than the front of the residential building. No residential building shall be erected, placed or allowed to remain on any lot or property which lot or property has an area of less than 8000 square feet.

NUISANCES:

No noxious or offensive activity shall be carried on upon any lot of the subdivision, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings, shall be used on any lot of the subdivision at any time, either temporarily or permanently, except if used in conjunction with the construction of a permanent residence building.

SIGNS:

No sign of any kind shall be displayed to the public view on

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any lot of the subdivision, except one (1) sign of not more than five (5) square feet advertising the property for sale or rent. The restrictive covenants herein set forth shall not apply to any signs used by the builder to advertise the property during construction, nor to any signs used by the promoter during the sales period.

LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any kind, shall be raised, bred or kept on any lot of the subdivision, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

GARBAGE AND REFUSE DISPOSAL:

No lot of the subdivision 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 incinerators or other equipment for the storage or disposal of such material, shall be kept in a clean and sanitary condition. Weeds and other vegetation must be kept mowed by the lot owners, including boulevards between street and lot.

EASEMENTS:

All express easements created by instrument appearing of record in this county, and applying to the platted area, are incorporated herein and shall become a part of this plat the same as though expressly described herein.

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