

RESTRICTIONS ON THE USE OF LOTS IN  
HEATHER ACRES, SECOND FLAT

Heather Acres 2nd flat

KNOW ALL MEN BY THESE PRESENTS, that we, JOHN B. CROSBY and HELEN BERNICE CROSBY, husband and wife, being the owners of the real estate hereinafter described, in consideration of the purchase or other acquisition from us of any part or portion of said real estate hereinafter described and as an inducement thereto, hereby do covenant and agree with each and every purchaser or grantee of any part of said real estate and with his and their heirs and assigns, as covenants running with the land, as follows:

PART B - AREA OF APPLICATION

B-1. The residential area covenants in Part C below in their entirety shall apply to Lots Thirteen (13) to Thirty-four (34), inclusive, and to Lots Fifty-eight (58) to Seventy-three (73), inclusive, of Heather Acres, Second Flat as platted by the Plat recorded in the Recorder's Office of Sangamon County, Illinois, on March 24, 1955 as Entry No. 259429 in Book 16 of Plats at page 7, excepting and reserving all coal and minerals underlying said real estate, together with the right to mine and remove the same as heretofore conveyed of record.

PART C - RESIDENTIAL AREA COVENANTS

C-1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than two cars;

C-3. No dwelling shall be permitted on any lot at a cost of less than Ten Thousand and no/100 (\$10,000.00) Dollars based upon cost levels prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to

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assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than seven hundred fifty (750) square feet for a one story dwelling, nor less than six hundred (600) square feet for a dwelling of more than one story;

C-4. No building, or any part thereof, shall be located on any lot nearer to the front lot line than twenty-five (25) feet as shown by the minimum building setback lines on the recorded Plat. A garage or other permitted accessory building located thirty-five (35) feet or more from the main building front setback line as specified above shall not be located within one foot from an interior lot line, but otherwise a building, or any part thereof, shall not be located within five (5) feet from an interior lot line. For the purposes of this covenant eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot;

C-5. No dwelling shall be erected or placed on any lot having a width of less than fifty-five (55) feet at the main building setback line nor shall any dwelling be erected or placed on any lot having an area of less than five thousand two hundred (5200) square feet;

C-6. Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat;

C-7. No noxious, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood;

C-8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently;

C-9. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period;

C-10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot;

C-11. 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;

C-12. No lot 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.

#### PART H - GENERAL PROVISIONS

H-1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instru-

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ment signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part;

H-2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages;

H-3. Invalidation of any one 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.

IN WITNESS WHEREOF we have hereunto set our hands and affixed our seals at Springfield, Illinois, this 12th day of April, A. D. 1955.

*John B. Crosby* (SEAL)  
*Helen Bernice Crosby* (SEAL)

STATE OF ILLINOIS )  
COUNTY OF SANGAMON ) SS.

I, Walter W. ..., a notary public, in and for said County in the State aforesaid, hereby do certify that JOHN B. CROSBY and HELEN BERNICE CROSBY, husband and wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in writing as having executed the same appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument in writing as their free and voluntary act for the uses and purposes therein set forth.



Given under my hand and official seal at Springfield, Illinois, this 12th day of April, A. D. 1955.

Walter W. ...  
Notary Public.

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RECORDS OF THE  
SANGAMON COUNTY, ILLINOIS  
APR 15 1955  
Springfield, Ill.