

RESTRICTIONS AS TO BUILDING AND USE "EASTGATE MEADOWS SECOND PLAT" ROCHESTER, ILLINOIS
DATED JULY 23RD, 1971.

WE, WALTER BAUMHART and EDITH BAUMHART, HUSBAND and WIFE, of the Village of Rochester, in Sangamon County, Illinois, and for our successor and assigns, and in consideration of the purchase of any lot or lots in:

Eastgate Meadows, Second Plat, Subdivision in the Village of Rochester, Illinois, bounded and described as follows:

Comprising of part of the West Half of the East Half of Section 15, Township 15 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, bounded and described as follows:

Commencing at a 1/2" square iron bar at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 15; thence South along the West line of the Northwest Quarter, Section 15, measure 365.35 feet; thence deflecting left 87° 33', measure 30.03 feet to the point of beginning; thence continuing the same course, measure 591.29 feet; thence deflecting right 87° 45', measure 552.28 feet to the Northeast corner of Lot 15, Eastgate Meadows, First Plat; thence deflecting right 90° 00', measure 210.00 feet; thence deflecting left 90° 00', measure 21.25 feet; thence measure along a curve to the left, having a radius of 130.00 feet, its chord being deflected 11° 55' 40" from the last described course and said chord having a length of 53.75 feet; thence deflecting right from said chord, 69° 32', measure 203.60 feet along the Northwesterly line of Lot 14, Eastgate Meadows, First Plat, thence deflecting right 127° 12' 20"; measure 363.55 feet; thence deflecting left 87° 28' 40", measure 217.57 feet; thence deflecting right 87° 28', measure along the East line of Oak Lane, 394.98 feet to the point of beginning, situated in the Village of Rochester, Sangamon County, Illinois.

As an inducement thereto, does hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois therein, and covenants and agrees with each and every purchaser or grantee of any lot or lots in the above described Subdivision, that the following restrictions as to building and use of said lot or lots shall be covenants running with the land as follows:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or lots or part or parts thereof, other than one detached single family dwelling not to exceed two stories in height, costing not less than Thirty Thousand (\$30,000.00) Dollars, exclusive of land costs, and a private garage for not more than three cars.

2. The ground floor area of the main structure of any dwelling, exclusive of one story open porches and garages, shall be not less than one thousand forty (1040) square feet for a one story dwelling or less than eight hundred sixty-four (864) square feet for a dwelling of more than one story.

3. No building, exclusive of eaves and steps, shall be located on any lot nearer than thirty (30) feet to the front lot line. No dwelling shall be located on any lot nearer than ten (10) feet to any interior lot line, and no other building shall be located nearer than (3) feet to any interior lot line. Interior lot lines, as used herein, means the lot lines having no street frontage shown on the recorded plat of said subdivision, except when a single tract in said Subdivision consist of more than one lot contiguous to all or part of another lot, with the ownership of all such tract in common, then the exterior lines of such tract that have no street frontage shall be considered to be the interior lot lines for all of such tract.

4. The grade line of any lot shall be maintained to correspond with that of surrounding property.

5. No trailer, basement, tent, shack, garage, barn, or other outbuilding placed on any lot shall, at any time, be used as a residence, temporarily or permanently.

6. No spirituous, vinous or malt liquor shall be sold or kept for sale on any lot.

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

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of neighboring property.

9. No lot, or any part thereof, shall be used, either temporarily or permanently, to sell, store or accumulate used cars, parts thereof, or junk of any kind or character whatever, rubbish, trash, garbage or other waste shall not be kept on any lot except temporarily, and all such rubbish, trash, garbage or other waste shall be kept 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.

10. All culverts installed for driveway purposes shall be constructed of concrete or corrugated galvanized metal and shall have a minimum interior diameter of eight (8) inches.

11. No outside toilets shall be maintained upon any lot.

12. All oil or gas tanks used for residential heating and located outside of any improvements shall be installed under the surface of the ground or ordinary and customary connections shall be made to any gas lines when and if the same are available.

13. No building shall be constructed on said premises unless same has a shingle type roof and has a general construction of brick or stone or frame or combination of brick, stone or frame.

14. Easements over that portion of any lot designated as "Easement" on the recorded plat of said Subdivision, and over all portions designated as "Drive", are hereby reserved for drainage and the use of public utility companies and others to install, lay, construct, renew, operate and maintain pipes, tile, conduits, cables, poles and wire, either overhead or underground, for the purpose of providing any property in said Subdivision with gas, electric, telephone, water, sewer or other utility service.

15. These covenants shall be binding upon all parties and all persons claiming through or under them for a period of twenty-five (25) years from the date these covenants are filed for record, after which time such covenants shall be automatically extended for successive period of ten (10) years, unless an instrument, signed by the then adult owners of record of a majority of the lots in said Subdivision, has been filed for record, agreeing to change such covenants in whole or in part.

16. No lot owner or occupant shall permit any truck or commercial vehicle to be parked or stored on the lot, in the driveway or in the street in front of or alongside the lot. This shall not prevent the lot owner or occupant from storing a truck or commercial vehicle owned by such owner or occupant or used by him in his business in the garage on the premises; exclusive of not more than one (1) pickup truck that does not exceed three-fourth (3/4th) ton in capacity.

17. No driveway shall be constructed on said premises unless same is constructed of blacktop and/or concrete.

18. Invalidation of these covenants by judgement or Court order shall in no wise affect the other provisions which shall remain in full force and effect.

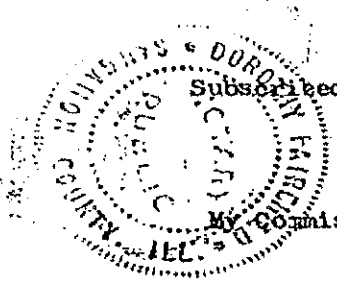
Walter Baumhardt
(WALTER BAUMHARDT)

Edith Baumhardt
(EDITH BAUMHARDT)

Josephine Fairbank
Notary Public

Subscribed and sworn to before me this 23rd day of July, 1971.

My Commission expires January 8, 1974.



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Walter Bannard
Kocher, D.D.C.

RESTRICTIONS AS TO BUILDING AND USE
"EASTGATE MEADOWS SECOND PLAT",
ROCHESTER, ILLINOIS DATED AUGUST 23, 1971

We, WALTER BAUMHARDT and EDITH BAUMHARDT, his wife, WILLIAM DALE SULCER and MARJORIE ANN SULCER, husband and wife, and JOHN A. JONES, President of the Board of Trustees of the Rochester Methodist Church, a religious corporation, and ROGER E. FAIRCHILD, Secretary of said Board of Trustees of the Rochester Methodist Church, each in their own right and in their capacities aforesaid, all of the Village of Rochester, in Sangamon County, Illinois, and for our and its successor and assigns, and in consideration of the purchase of any lot or lots in:

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Rochester Methodist Church

Walter Baumhardt
Walter Baumhardt

By John A. Jones
President, Board of Trustees

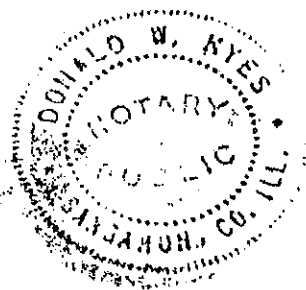
Edith Baumhardt
Edith Baumhardt

Attest:
Roger E. J. [Signature]
Secretary, Board of Trustees of
Rochester Methodist Church, a
religious corporation

William Dale Sulcer
William Dale Sulcer

Marjorie Ann Sulcer
Marjorie Ann Sulcer

Subscribed and sworn to before me this 23RD day of August, 1971.



Donald W. Kyes
Notary Public, Sangamon County, Illinois

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State of Illinois, I do hereby certify
Sangamon County that this instrument
was recorded at 2:45 PM,
in 1971 recorded on
Page

[Signature]
OF DEEDS

M. T. Barbara Barber
1000 First Nat Bk Bldg
Ctld Ill. 62701

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