

PREPARED BY: NAME Daniel J. Greer  
ADDRESS 617 East Monroe  
Springfield, IL 62705

GRANTEES: NAME John B. Corsiatto and Helene B. Corsiatto  
ADDRESS C.R.4, Charleston, Ill

RETURN TO: NAME Lewis & Country Bank  
ADDRESS P.O. Box 351 Springfield, Ill

TAX BILL TO: NAME JOHN B. CORSIATTO  
ADDRESS RT. 1, CHARLETON, ILL 62627

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RECORDED

SEP 19 2008

The Grantors, CARL P. AARUP and EILEEN AARUP, husband and wife, of the City of Springfield, County of Sangamon, and State of Illinois for and in consideration of two and more dollars in hand paid, CONVEY and WARRANT to JOHN B. CORSIATTO and HELENE B. CORSIATTO of the County of Sangamon and State of Illinois, to have and to hold, not as tenants in common, but as joint tenants, with the right of survivorship as at common law, the following described real estate:

Part of the North three-fourths of the East Half of the Southwest Quarter, Section 29, Township 15 North, Range 5 West of the Third Principal Meridian, described as follows: Commencing at a found iron pin marking the center of said Section 29; thence North 90 degrees 00 minutes West, 1.93 chains (128.70 feet) to a point; thence South 00 degrees 00 minutes East, 627.00 feet to an iron pin marking the true point of beginning; thence South 00 degrees 00 minutes East, 423.96 feet to a set iron pin; thence North 89 degrees 45 minutes 06 seconds West, 1034 32 feet parallel with the South line of said North three-fourths East Half, Southwest Quarter to a set iron pin on the Easterly right of way of the Illinois Central Gulf Railroad; thence North 23 degrees 47 minutes 11 seconds East, 458.42 feet along said Easterly right of way to an iron pin; thence North 00 degrees 00 minutes East, 849.42 feet to the point of beginning. Situated in SANGAMON COUNTY, ILLINOIS. SUBJECT to the taxes for 1978 and subsequent years, all easements and rights of way of record. This conveyance is also subject to the restrictions and covenants attached hereto and by reference made a part hereof.

STATE OF ILLINOIS  
SANGAMON COUNTY  
SEP 23 2008

The Grantors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this 15 day of September, A.D., 1978.

Carl P. Aarup

Eileen Aarup

STATE OF ILLINOIS )  
COUNTY OF SANGAMON ) SS

I, [Signature], a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that Carl P. Aarup and Eileen Aarup, husband and wife, 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 the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 15th day of September, A.D. 1978.

[Signature]  
Notary Public

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## RESTRICTIONS AND COVENANTS

CARL P. AARUP and EILEEN AARUP, husband and wife, being the owners of the land described in the deed to which this is attached, and being desirous of subjecting said property to the restrictions, covenants, reservations, and charges hereinafter set forth, each of which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the Grantees, their successors and assigns, hereby declare that the property described in the attached deed is held and shall be transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

## CLAUSE I.

To insure the best use and most appropriate development and improvement of said real estate; to protect the owners of said land against such improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to encourage and secure the erection of attractive homes with appropriate locations thereof on building sites; to secure and maintain proper set back lines from streets and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvements on said property and thereby enhance the values of investments made by purchasers of building sites therein, the real property described in the attached deed is hereby subjected to the following conditions, restrictions, covenants, reservations, and charges:

A. Said land shall not be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on said land other than one detached family dwelling not to exceed two stories in height, a private garage for not more than two cars, and other outbuildings incidental to the residential use of the premises. No dwelling shall be permitted on any building site

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having a living area of less than 1600 square feet.

B. No live trees now on said land shall be removed for any reason or purpose. Nor shall their beauty or well-being be changed or endangered by construction in the area.

C. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on said real estate at any time as a residence either temporarily or permanently.

D. The exterior of any building shall be completed within one year from the date construction begins.

E. No noxious or offensive activity shall be carried on upon said land, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All vacant lots shall be kept free of weeds and shall not be permitted to fall into an unsightly condition.

F. No sign of any kind shall be displayed to the public view on the land except one professional sign of not more than one square foot, one sign of not more than five 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.

G. The land shall not be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

H. No machinery, or appliance of any kind, shall be permitted upon, maintained, or operated in or on the premises for the purpose of carrying on a trade, business, or industry, except when being used to construct a residential structure as set forth in paragraph A hereof.

I. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on said real estate, except that dogs and cats or other domesticated household pets may be kept in houses

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for the personal use of the land owner. The property owner may also maintain on the premises horses for his and his family's personal use, however, the number of horses boarded on the premises shall not exceed the number of family members residing on the premises.

J. These Restrictions and Covenants shall not prohibit the real estate to which they apply from being subdivided.

K. These restrictions and covenants shall not prohibit or forbid the keeping of bees or the selling of beekeeping equipment.

CLAUSE II.

Enforcement of the conditions, restrictions, covenants, reservations, and charges contained herein shall be by the Control Committee which is composed of Carl P. Aarup and Eileen Aarup. In the event of the death or resignation of either member, the remaining member may designate a representative to fill said vacancy. Committee members shall not be entitled to any compensation for services performed pursuant to this covenant.

CLAUSE III.

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.

CLAUSE IV.

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

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