

RESTRICTIONS AS TO BUILDING AND USE

We, WILLIAM KRELL and BESSIE S. KRELL, husband and wife, of Woodside Township, in Sangamon County, Illinois, and for our successors and assigns and each of us, in consideration of the purchase of any lot or lots in:

Capitol View Subdivision, situated in the Northeast Quarter of the Southeast Quarter of Section Twenty-nine (29), Township Fifteen (15) North, Range Five (5) West of the Third Principal Meridian, as platted by the plat recorded in Book 17 of Plats, at page 17, in the Office of the Recorder of Deeds of Sangamon County, Illinois, situated in said Sangamon County;

and as an inducement thereto, do hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois therein, and covenant and agree 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 one and one-half stories in height, costing not less than \$10,000.00, 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 1,200 square feet for a one story dwelling or less than 800 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 to the front lot line or side line than the minimum building line shown on the recorded plat of said Subdivision. No dwelling shall be located on any lot nearer than 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 consists 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. No dwelling shall be permitted to remain on any lot or lots or part or parts thereof, having an area of less than 10,000 square feet or a width of less than 75 feet at the front building line shown on the recorded plat of said Subdivision. 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.

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.

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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 and shall have a minimum interior diameter of 8 inches.

11. No outside toilets shall be maintained upon any lot, and all septic tanks shall meet the requirements of State and local laws and have a capacity of at least 800 gallons with at least 225 feet of laterals.

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.

13. 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 wires, either overhead or underground, for the purpose of providing any property in said Subdivision with gas, electric, telephone, water, sewer or other utility service.

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

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

IN WITNESS WHEREOF, the above named persons have placed their hands and affixed their seals, this 6th day of August, 1958.

William Kell (Seal)

Bessie S. Kell (Seal)

