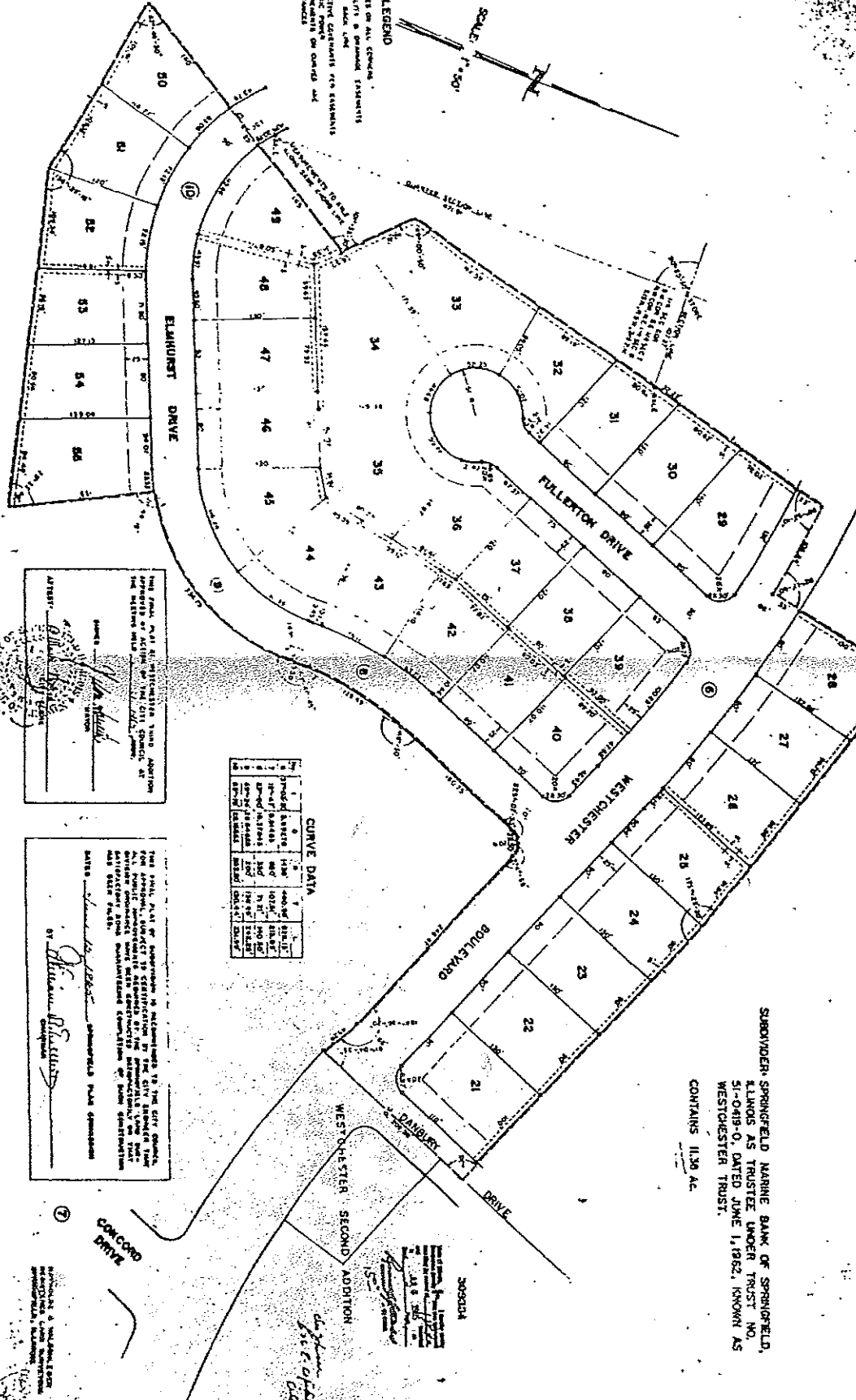


WESTCHESTER THIRD ADDITION

PART OF THE SOUTHWEST QUARTER OF SECTION 7 AND PART OF THE QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE

NORTHEAST QUARTER AND THE NORTHWEST THIRD PRINCIPAL MERIDIAN.

SUBDIVIDER: SPRINGFIELD MARINE BANK OF SPRINGFIELD, ILLINOIS AS TRUSTEE UNDER TRUST NO. 51-0419-O, DATED JUNE 1, 1952, KNOWN AS WESTCHESTER TRUST.
CONTAINS 11.30 AC.



LEGEND

--- PART OF AN OTHER
--- PART OF A GRANTED EASEMENT
--- BY DATA AND
--- FROM ELECTRIC POWER
--- ALL DIMENSIONS ON CURVES AND
--- CURVE DATA

CURVE DATA

NO.	STARTING POINT	ENDING POINT	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
1	100+00	100+00	N 0° 00' 00" E	0.00	0° 00' 00"	0.00
2	100+00	100+00	N 0° 00' 00" E	0.00	0° 00' 00"	0.00
3	100+00	100+00	N 0° 00' 00" E	0.00	0° 00' 00"	0.00
4	100+00	100+00	N 0° 00' 00" E	0.00	0° 00' 00"	0.00

THIS PLAN, PART OF SUBDIVISION NO. 51-0419-O, TRUST NO. 51-0419-O, DATED JUNE 1, 1952, KNOWN AS WESTCHESTER TRUST, WAS PREPARED BY ME OR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMPLIES WITH ALL RELEVANT STATUTES AND ORDINANCES OF THE CITY OF SPRINGFIELD, ILLINOIS.

DATE: 11/15/52
BY: [Signature]
CITY ENGINEER

THIS PLAN, PART OF SUBDIVISION NO. 51-0419-O, TRUST NO. 51-0419-O, DATED JUNE 1, 1952, KNOWN AS WESTCHESTER TRUST, WAS PREPARED BY ME OR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMPLIES WITH ALL RELEVANT STATUTES AND ORDINANCES OF THE CITY OF SPRINGFIELD, ILLINOIS.

DATE: 11/15/52
BY: [Signature]
CITY ENGINEER

APPROVED & AUTHORIZED FOR RECORDATION
[Signature]
CITY ENGINEER

See "Future Plans", Book 911 Page 944

CRB C-12
D 2 1 2

DECLARATION OF BUILDING RESTRICTIONS
FOR "WESTCHESTER, THIRD ADDITION"

KNOW ALL MEN BY THESE PRESENTS that the undersigned,
SPRINGFIELD MARINE BANK, a banking corporation organized and existing
under the laws of the State of Illinois, as Trustee under Trust No. 51-0419-0,
being the owner of all of the following described real estate:

Lot Twenty (20) in "Westchester, Second Addition", a
Subdivision of part of the Southeast Quarter of Section Seven
(7) and part of the Northeast Quarter of Section Eighteen (18),
Township Fifteen (15) North, Range Five (5) West of the Third
Principal Meridian, as platted by plat filed of record in the
Office of the Recorder of Deeds of Sangamon County, Illinois,
on January 14, 1965, and recorded as Document Number 306631
in Book 19 of Plats at Page 17; and

Lot Twenty-one (21) through Lot Fifty-five (55), both
inclusive, in "Westchester, Third Addition", a Subdivision of
part of the Southeast Quarter of Section Seven (7) and part of
the Northeast Quarter of Section Eighteen (18), Township Fifteen
(15) North, Range Five (5) West of the Third Principal Meridian,
as platted by plat filed of record in the Office of the Recorder of
Deeds of Sangamon County, Illinois, on July 6, 1965, and recorded
as Document Number 309334 in Book 19 of Plats at Page 27;

Situated in the City of Springfield, County of Sangamon,
State of Illinois;

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 undersigned, its successors and assigns,
hereby declares that the above described property is held and shall be
transferred, sold and conveyed subject to the following restrictions, covenants,
reservations and charges, to-wit:

1. No building site shall be used except for residential
purposes. No building shall be erected, altered, placed or
permitted to remain on any building site other than one detached
single-family dwelling, not to exceed three levels of living
quarters in height and a private garage for not more than three
cars, except as herein provided in Paragraph 2 as to Lots Twenty
(20), Twenty-one (21), Twenty-two (22), Twenty-three (23),
Twenty-four (24), Twenty-five (25), Forty (40), Forty-one (41),
Forty-two (42), Forty-three (43), Forty-four (44), Forty-five
(45) and Fifty-five (55) on which Lots may be erected a building
to be used as a multi-family dwelling. No building site shall
have an area of less than 7,000 square feet.

2. No dwelling shall be permitted on any building site at a cost of less than \$12,000.00, based upon cost levels prevailing from the date these covenants are recorded, it being the intention or purpose of the covenants to assure that all dwellings in said Subdivision 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.

(a) No dwelling shall be permitted on any building site, except a building site which includes Lot Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Forty (40), Forty-one (41), Forty-two (42), Forty-three (43), Forty-four (44), Forty-five (45) and Fifty-five (55), which does not have the following number of square feet of finished floor space. (The computation of square feet of floor space shall be based on the exterior measurements of the main structure and shall exclude porches, breezeways, garages and utility rooms, except if the utility room is part of the main structure.)

- (i) A one-story dwelling - 1200 square feet of floor space
- (ii) A two-story house - 800 square feet on each of the two floors
- (iii) A one and one-half story house or similar arrangement - 1000 square feet on the first floor and 500 square feet on the second floor or an aggregate floor space for the two floors of 1500 square feet
- (iv) A tri-level or hillside house shall have 650 square feet of floor space on each of the two levels above the grade level or not less than 1300 square feet aggregate on said two levels.

(b) No dwelling shall be permitted on any building site which includes Lots Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Forty-two (42), Forty-three (43), Forty-four (44) and Fifty-five (55) except a single-family dwelling in conformity with the provisions of Paragraph 2(a) or a two-family dwelling in conformity with the external design and existing structures in the area and the plans of which have been approved by the Architectural Control Committee.

(c) No dwelling shall be permitted on Lots Twenty (20) and Forty-one (41) except a single-family dwelling in conformity with the provisions of Paragraph 2(a), a two-family

dwelling in conformity with the provisions of Paragraph 2(b) or a three-family dwelling in conformity with the external design and existing structures in the area and the plans of which have been approved by the Architectural Control Committee.

(d) No dwelling shall be permitted on Lots Twenty-one (21) and Forty (40) except a single-family dwelling in conformity with the provisions of Paragraph 2(a), a two-family dwelling in conformity with the provisions of Paragraph 2(b), a three-family dwelling in conformity with the provisions of Paragraph 2(c) or a four-family dwelling in conformity with the external design and existing structures in the area and the plans of which have been approved by the Architectural Control Committee.

3. No building shall be located on any building site nearer to the front line of said building site than the minimum set-back line as shown on the recorded plat of the Subdivision.

4. No residential dwelling, including attached porches, breezeways and garages, shall be located nearer than 5 feet to an interior building site line. The total building site width displacement of buildings shall not exceed eighty per cent (80%) of building site width as measured across dwelling at front or rear foundations. However, garages or other permitted accessory buildings located 50 feet or more from the minimum building set-back line shall be permitted to locate within 3 feet of the interior building site line measured to the exterior foundation face of aforementioned garage or other permitted accessory building. Carports shall be classified as garages. Driveways shall have a minimum width of 9 feet.

5. No building shall be erected, driveway constructed or swimmingpool installed, placed or altered until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. Said grade lines shall be in conformity with the adjacent building sites and shall not interfere with the drainage from adjoining building sites. No fence or wall shall be erected, placed or altered on any building site nearer to any street line than the minimum building set-back line unless similarly approved. The Architectural Control Committee is composed of C. J. Johnson, W. L. Livingstone and Stuart Brown. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval shall be in writing. In the event the members of said Committee or their representative or successor's fail to approve or disapprove such design or location within 30 days after building plans, specifications and plot plan have been submitted to them, or, in any event,

if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required, and this covenant shall be deemed to be fully met. All submissions shall be sent to C. J. Johnson, 526 East Capitol, Springfield, Illinois.

6. All utilities including telephone, electric and television cables other than for temporary service during construction shall be underground. Transformers and distribution pedestals for main lines and house leaders shall be located only as approved by the Architectural Control Committee.

7. All compressors and cooling towers used in conjunction with central air-conditioning shall be installed in such a manner as to contribute to the exterior beauty and planning of the dwelling and not to become an annoyance and nuisance to the neighborhood.

8. The gas lights located upon each building site or any other type of yard lighting apart from the residence located upon said building site shall be maintained and operated in satisfactory operating condition from dusk until dawn at all times by the owner of said building site and shall not be removed from its original location or otherwise altered without the approval of the Architectural Control Committee.

9. All construction must be diligently pursued to completion within a reasonable period. No building shall be occupied for living purposes which is not functionally complete throughout and which is not complete in detail as to the exterior, nor shall any building materials, paint or building equipment be exposed to the public view if occupied as a dwelling. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence either temporarily or permanently.

10. No building site owner or occupant shall permit any truck, commercial vehicle or boat to be parked or stored on the building site, in the driveway or in the street in front of or along side of the building site. This shall not prevent the building site owner or the occupant from storing a truck, commercial vehicle or boat owned by such owner or occupant or used by him in his business, in the garage on the premises.

11. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any building site for the facilitation and carrying on of any trade, business or industry.

12. The owner of any vacant building site shall cut the weeds and maintain the same in a proper condition.

13. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale or rent by property owner. The Architectural

Control Committee shall approve builder's and subdivider's plans.

15. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes. No dogs shall be kept on any building site until such building site is improved with an inhabitable dwelling.

17. No building site shall be used or maintained as a dumping ground for rubbish, and all trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

18. 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 25 years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by sixty-five per cent (65%) of the then owners of the building sites has been recorded, each building site having one vote, agreeing to change said covenants in whole or in part.

19. 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.

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

"Building site" as used in this instrument means all or any part of any single tract of land on which is constructed a single-family or multi-family dwelling as herein provided. In the event that any such single tract of land is included in part with some part of the building sites above described and in part within other lands, the entire such single tract of land shall be deemed to be and constitute a building site.

The undersigned, Springfield Marine Bank, Trustee as aforesaid, hereby confirms the easements for installation and maintenance of utilities and drainage facilities as created and shown by the recorded plat of said Subdivision.

IN WITNESS WHEREOF, Springfield Marine Bank, as Trustee under

