

RESTRICTIONS ON THE USE  
OF LOTS IN BEATHER ACRES

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 One (1) to Twelve (12), inclusive, to Lots Thirty-five (35) to Fifty-seven (57), inclusive, and to Lots Seventy-four (74) to Seventy-nine (79), inclusive, of Beather Acres as platted by the Plat recorded in the Recorder's Office of Sangamon County, Illinois, on July 2, 1953 as entry No. 251351 in book 15 of Plats at page 123, 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

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 thirty (30) feet, nor within eighty (80) feet from the Jefferson side street line as shown by the minimum building setback lines on the recorded Plat. A garage or other permitted accessory building located forty (40) feet or more from the main building front setback line as specified above shall not be located within one (1) 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 five hundred (5,500) square feet.

C-6. Easements 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 out building 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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went 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 14<sup>th</sup> day of August, A. D. 1953.

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

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF SANGAMON)

I, Audrey Adams, 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 14th day of August, A. D. 1953.



*Audrey Adams* Notary Public.

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RESTRICTIONS ON THE USE  
OF LOTS IN HEATHER ACRES

665

State of Illinois, } I hereby certify  
Sangamon County } that this instrument  
was filed for record at 11:30 AM  
on AUG 27 1953 recorded on  
Page

*Ronald Fisher*  
RECORDER OF DEEDS

323  
GIFFIN, WINNING, LINDNER & NEWKIRK  
ATTORNEYS AT LAW  
FIRST NATIONAL BANK BUILDING  
SPRINGFIELD, ILLINOIS

Lots  
46  
47  
48

AMENDMENTS OF PLAT OF HEATHER ACRES AND OF RESTRICTIONS ON THE USE OF LOTS IN HEATHER ACRES

KNOW ALL MEN BY THESE PRESENTS that we, John E. Crosby and Helen Bernice Crosby, husband and wife, being the proprietors of Heather Acres, as platted by the Plat recorded in the Recorder's Office of Sangamon County, Illinois, on July 2, 1933 as entry no. 251351 in book 15 of Plats at page 123, hereby amend said plat and the restrictions on the use of lots in Heather Acres dated August 14, 1933 filed for record and recorded in said Recorder's Office on August 25, 1933 as entry no. 30113 in book 201 of certificates at page 364, in the following particulars:

1. The name of the public street or highway named and designated on said Plat as Cardinal Court is hereby changed to Oriole Court and henceforth said public street or highway shall be known, named and designated as Oriole Court;

2. The boundary lines of lots forty-six (46), forty-seven (47) and forty-eight (48) as now shown on said Plat are hereby revised in accordance with a resurvey of said lots forty-six (46), forty-seven (47) and forty-eight (48) as made by L. F. O'Brien, registered Illinois land surveyor, in the month of November 1953, a plat of which resurvey is attached hereto and made a part hereof and the lines designated in the plat of said resurvey as "original lot lines" are hereby vacated and set aside and the lines designated in the plat of said resurvey as "revised lot lines" are hereby substituted in lieu thereof;

3. The setback lines in lots numbered one (1) and fifty (50) in said Plat, which said setback lines are now shown on said Plat as parallel to and eighty (80) feet distant from the southwesterly line of Jefferson Street, be and hereby the same are and each of them is vacated and set aside, and in lieu thereof setback lines parallel to and forty (40) feet distant from the said southwesterly line of said Jefferson Street are imposed and substituted in and on said lots numbered one (1) and fifty (50) and

BY 576 4.10

the setback lines in said lots numbered one (1) and fifty (50) which are parallel to and thirty (30) feet distant from Meadowlark Lane are produced and extended to intersect with said substituted setback lines parallel to and forty (40) feet distant from the said southwesterly line of said Jefferson Street;

4. Paragraph C-4 of said Restrictions on use of lots in Heather Acres is hereby amended to read as follows:

"C-4. No building, or any part thereof, shall be located on any lot nearer to the front lot line than thirty (30) feet, nor within forty (40) feet from the Jefferson side street line as shown by the minimum building setback lines on the recorded Plat. A garage or other permitted accessory building located forty (40) feet or more from the main building front setback line as specified above shall not be located within one (1) 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."

In all other respects said Plat and Use Restrictions are RATIFIED, APPROVED and CONFIRMED.

Hereafter references in any deed, mortgage or other instrument in writing to the Plat of Heather Acres and to the restrictions on the use of lots in Heather Acres shall be deemed to refer to said Plat and Restrictions as modified and amended by these amendments.

IN WITNESS WHEREOF we have hereunto set our hands and affixed our seals at Springfield, Illinois, this 25<sup>th</sup> Day of January, A. D. 1954.

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



OF ILLINOIS )  
SS )

I, Audrey Louise Adams, 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 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 12 day of January, A. D. 1954.

[Signature]  
Notary Public

The foregoing amendments of Plat of Heather and of Restrictions on the use of lots in Heather Acres are hereby approved.



*Loren Sullivan, Chairman*  
*Kevin Burke*  
*E. B. Sallinger*  
*Earl Bodine*

JUDICIARY COMMITTEE OF THE  
BOARD OF SUPERVISORS OF  
SANGAMON COUNTY, ILLINOIS





371330

AMENDMENTS OF PLAT OF HEATHER  
ACRES AND OF RESTRICTIONS ON  
THE USE OF LOTS IN HEATHER ACRES

for 676-1453

I hereby certify  
State of Illinois, Sandeman County } that this instrument  
was filed for record at 10<sup>th</sup> St.  
and recorded  
in FEB 17 1954 on  
book of Page

*Ronald K. Gibbs*  
RECORDER OF DEEDS

*325*

**GIFFIN, WINNING, LINDNER & NEWKIRK**  
ATTORNEYS AT LAW  
FIRST NATIONAL BANK BUILDING  
SPRINGFIELD, ILLINOIS