

USE AGREEMENT

JOLEN'S CHERRY HILLS ADDITION

COVS

For good and valuable consideration JOLEN REALTY CORPORATION, an Illinois corporation, owner of the property shown and described as JOLEN'S CHERRY HILLS ADDITION on the plat dated AUGUST 16, 1966 and recorded on AUGUST 19, 1966 as Document 315 779, Page 71, PLAT Book 19, Records, of Sangamon County, Illinois, does hereby covenant and agree that the following restrictions as to building on, and use of, said property, shall be covenants running with the land as follows:

A. Restrictions on Lots 1 through 6 in said Jolen's Cherry Hills addition.

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 and one-half stories in height, 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 garage, 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. The minimum cost of construction of any home and improvements in connection therewith erected on said real estate shall be \$20,000.00 except that the home and improvements erected on Lot 109 shall have a minimum cost of \$18,000.00.
4. 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 said plat and nearer than 5 feet to any interior lot line. Interior lot lines as used herein means the lot lines having no street frontage shown on said plat, except when a single tract consists of more than one lot contiguous to all or part of another lot with the ownership of all of 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. Where a side yard is used for driveway purposes, the side yard shall not be less than 10 feet in width.
5. No dwelling shall be permitted to remain on any lot or lots or part or parts thereof, having an area of less than 7,500 square feet, or width of less than 65 feet at the front Building Line, shown on said plat. The grade line of any lot shall be maintained to correspond with that of surrounding property.

#476386
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6. 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.
7. No spirituous, vinous or malt liquor shall be sold, or kept for sale, on any lot.
8. 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 purposes.
9. 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.
10. No lot, or any part thereof, shall be used, either temporarily or permanently, to sell, store, or accumulate used cars, parts therefrom or junk of any kind of 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.
11. No sign of any kind shall be maintained or displayed on any lot except one sign of not more than one square foot in area, identifying the occupants of the dwelling, one sign of not more than 5 square feet in area advertising the property for sale or rent, and signs used by contractors during the construction of any improvements thereon.
12. An easement over that portion of any lot designated as "Easement" shown on said plat is hereby reserved for drainage and the use of public utility companies and others to install, lay, construct, renew, operate and maintain pipes, conduits, cables, poles and wires, either overhead or underground, for the purpose of providing any property with gas, electric, telephone, water, sewer or other utility services. Overhead cables, poles and wires for public utilities shall be permitted only on such portion of any lot designated as "Easement", but all electric and telephone service lines therefrom for any improvements shall be installed and maintained underground. Drainage in such portion so designated as "Easement" shall not be blocked or impaired, and any owner of any lot or part thereof shall have the privilege of removing any obstruction blocking or impeding such drainage.

B. Erection of Improvements on Lots 3, 4 and 5 in said Jolen's Cherry Hills Addition

1. Within ninety days after commencement of construction of any major building on the property commonly known as the "MC CONNELL PROPERTY", the owner covenants and agrees that

it will commence the construction of a house on Lot 4, which house shall be erected subject to the restrictions set forth in Section A above and which shall be completed and offered for purchase prior to the date of opening for business of any enterprise on the said MC CONNELL PROPERTY.

2. Within six months after completion of the house on Lot 4, owner agrees to commence construction of a house on Lot 5 in the same manner as aforesaid and to complete said house and offer it for purchase within six months thereafter.
3. Within six months after closing of the sale of the house on Lot 5, owner agrees to commence construction of a house on Lot 3 in the same manner as aforesaid and to complete said house and offer it for purchase within six months thereafter.
4. The obligation of the owner, its successors and assigns under this Section B shall be subject to extension for a reasonable period of time equal to the number of days lost due to acts of God, strikes, lockouts, government orders, permits, restrictions, and/or regulations, shortages of materials, or other causes beyond the owner's control.

C. Restrictions on Lot 7

No portion of Lot 7 as shown on said plat shall be used except for residential (including multi-family dwelling) purposes.

D. Term of Agreements

1. 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 lots in said subdivision has been filed for record, agreeing to change such covenants in whole or in part.
2. Invalidation of any 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, JOLEN REALTY CORPORATION has executed this Agreement, this 19th day of AUGUST, 1966.

JOLEN REALTY CORPORATION

BY Lernard L. Lennedy

ATTEST:

J. D. Mansfield

476508

BOOK 999 PAGE 557

I hereby certify
State of Illinois, that this instrument
Sangamon County, M.
was filed for record at 11:00 A.M. on
and in AUG 19 1966 recorded on
Book of Page

James Jones
RECORDER OF DEEDS

J. S. Dalgren, Jr.
Suth

AMENDMENT TO USE AGREEMENT DATED AUGUST 19, 1966

JOLEN'S CHERRY HILLS ADDITION

THIS AGREEMENT made this 14th day of January, 1967 by and between the owners of all of the lots shown and described as Jolen's Cherry Hills Addition on the Plat dated August 16, 1966 and recorded on August 19, 1966 as Document No. 315 779 in Plat Book 19 at Page 71 in the records of Sangamon County, Illinois, WITNESSETH:

WHEREAS, Jolen Realty Corporation, an Illinois corporation, the then owner of all the property described as Jolen's Cherry Hills Addition, did execute a certain Use Agreement dated August 19, 1966 and filed in the Office of the Recorder of Deeds of Sangamon County, Illinois, as Document No. 476 383, and,

WHEREAS, it is the desire of all of the new owners of Lots 1 through 7 in Jolen's Cherry Hills Addition, those being all of the lots in said addition, to amend the restrictions on Lot 7 shown in the Use Agreement above referred to in Paragraph C thereof:

NOW, THEREFORE, BE IT AGREED by and between the owners of all the lots in Jolen's Cherry Hills Addition that Paragraph C in said Agreement recorded August 19, 1966 be amended to read as follows:

C. Restrictions on Lot 7

Lot 7, as shown on said Plat, may be used for residential (including multi-family dwelling) purposes or for the purpose of constructing an office building. In the event an office building is constructed on said Lot 7, the following restrictions shall apply:

1-17-69
#496168

(a) Access

There should be no ingress or egress to said office building, either pedestrian or vehicular, from Ivy Wood Drive or Douglas Avenue to the said premises.

(b) Size

Any office building constructed on said site shall consist of not more than three stories, excluding a basement, with no more than 8,000 square feet on any one floor.

(c) Setbacks

No building, exclusive of eaves and steps, shall be located nearer to the front lot line than the minimum building line shown on the Plat of Jolen's Cherry Hills Addition recorded August 19, 1966 as Document No. 315-779 in the Office of the Recorder of Deeds of Sangamon County, Illinois, said minimum building line as shown on said Plat being 20 feet from the front lot line. No building, exclusive of eaves, shall be located nearer than 40 feet from the west property line of Lot 7.

(d) Plantings

In the event an office is constructed on Lot 7, the owner agrees to landscape the area facing Ivy Wood and Douglas Avenue and to make permanent plantings of trees of sufficient size to make said area harmonious with the existing landscape in the areas immediately adjacent.

(e) Lighting

There shall be no outside lighting on the north or west side of said office building, except that lighting which

may be required by the laws or regulations of any governmental authorities. Outside lighting shall consist of either, (1) downward deflecting lighting standards not exceeding six feet in height, or (2) conventional lighting standards with hooded luminaires directed away from streets and residence areas.

(f) Fencing.

The owner shall erect and maintain a continuous fence from the northeast corner of Lot 7 to the office building at a point no farther than 20 feet from the northeast corner of said building. Further, the owner shall erect and maintain a fence running from the southwest corner of any building erected on Lot 7 to the property line of Outer Park Drive so as to inhibit pedestrian traffic.

In all other respects, the covenants and restrictions contained in the Use Agreement dated August 19, 1966 and recorded as Document 476, 383 in the Office of the Recorder of Deeds of Sangamon County, Illinois, is hereby ratified and confirmed, and all provisions of Paragraphs A, B and D shall be in full force and effect and shall apply to this Amendment where not in conflict herewith.

IN WITNESS WHEREOF, the owners of Lots 1 through 7 have executed this Agreement this 17 day of January, 1968

Owners, Lot 1) Max L. Ruman
) John L. Ruman
)

Owners, Lot 2

Ms. Edna Riley

2113 S. Douglas

Springfield, Ill.

Owners, Lot 3

Ms. Edna Riley

2113 S. Douglas

Springfield, Ill.

Owners, Lot 4

Martha L. Lee

2116 Douglas

Springfield, Ill.

Owners, Lot 5

Jalen Realty Corporation

by John A. Mumfrell, Sec'y

Dr. Norman Linder

Owners, Lot 6

Harriet R. Linder

1640 W. Outer Park Drive

Springfield, Ill.

Owners, Lot 7

Jalen Realty Corporation

by John A. Mumfrell, Sec'y

496168

State of Illinois, I hereby certify
Sangamon County that this instrument
was filed for record at 2:01 P.M.
and in JAN 17 1969 recorded on
Cook of Page

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RECORDED ON DEEDS

BOOK 1048 PAGE 73

* AMENDMENT TO USE AGREEMENT DATED AUGUST 19, 1966

Agreement entered into this 22nd day of April, 1971 by and between the owners of a majority of the lots shown and described as Jolen's Cherry Hills Addition on the Plat dated August 16, 1966 and recorded on August 19, 1966 as Document No. 315779 in Plat Book 19 at Page 71 in the records of Sangamon County, Illinois.

RECITALS

Jolen Realty Corporation, an Illinois corporation, the then owner of all the property described as Jolen's Cherry Hills Addition, executed a certain Use Agreement dated August 19, 1966 and filed in the Office of the Recorder of Deeds of Sangamon County, Illinois as Document No. 476383. On January 14, 1969 all of the owners of Lots 1 through 7 in Jolen's Cherry Hills Addition, those being all of the lots in said addition, executed an Amendment to said Use Agreement changing the restrictions on Lot 7 contained in Paragraph C of said Use Agreement. It is the desire of the undersigned owners to amend further said restrictions as shown below.

AGREEMENT

In consideration of the foregoing recitals and other good and valuable consideration it is hereby agreed by the undersigned owners that Paragraph C in said Use Agreement dated August 19, 1966 be amended to read as follows:

C. Restrictions on Lot 7.

Lot 7, as shown on said Plat, may be used for residential (including multi-family dwelling) purposes or for permitted uses under its present zoning classification (S-2 Community Shopping and Office District). In the event an office building is constructed on said Lot 7, the following restrictions shall apply:

(a) Access

There should be no ingress or egress to said office building, either pedestrian or vehicular, from Ivy Wood Drive or Douglas Avenue to the said premises.

(b) Size

Any office building constructed on said site shall consist of not more than three stories, excluding a basement, with no more than 8,000 square feet on any one floor.

(c) Setbacks

No building, exclusive of eaves and steps, shall be located nearer to the front lot line than the minimum building line shown on the Plat of Jolen's Cherry Hills Addition recorded August 19, 1966 as Document No. 315779 in the Office of the Recorder of Deeds of Sangamon County, Illinois, said minimum building line as shown on said Plat being 20 feet from the front lot line. No building, exclusive of eaves, shall be located nearer than 10 feet from the west property line of Lot 7.

(11-4-5)
#S14701

(d) Plantings

In the event an office is constructed on Lot 7, the owner agrees to landscape the area facing Ivy Wood and Douglas Avenue and to make permanent plantings of trees of sufficient size to make said area harmonious with the existing landscape in the areas immediately adjacent.

(e) Lighting

There shall be no outside lighting on the north or west side of said office building, except that lighting which may be required by the laws or regulations of any governmental authorities. Outside lighting shall consist of either, (1) downward deflecting lighting standards not exceeding six feet in height, or (2) conventional lighting standards with hooded luminaries directed away from streets and residence areas.

(f) Fencing

The owner shall erect and maintain a continuous fence from the northeast corner of Lot 7 to the office building at a point no farther than 20 feet from the northeast corner of said building. Further, the owner shall erect and maintain a fence running from the southwest corner of any building erected on Lot 7 to the property line of Outer Park Drive so as to inhibit pedestrian traffic.

In all other respects, the covenants and restrictions contained in the Use Agreement dated August 19, 1966 and recorded as Document 476383 in the Office of the Recorder of Deeds of Sangamon County, Illinois, as amended by agreement dated January 14, 1969 and recorded as Document 496168 in said Office of the Recorder of Deeds, is hereby ratified and confirmed, and all provisions of Paragraphs A, B and D shall be in full force and effect and shall apply to this Amendment where not in conflict herewith.

IN WITNESS WHEREOF, the undersigned owners have executed this Agreement this 22nd day of April, 1971.

Owners, Lot 1)	_____
)	_____
)	_____
)	_____
Owners, Lot 2)	Mr. E. Riley
)	2113 S. Douglas
)	Spfld., Ill.
)	Mr. E. Riley
Owners, Lot 3)	2113 S. Douglas
)	Spfld., Ill.

Owners, Lot 4

Owners, Lot 5

Owners, Lot 6

Owners, Lot 7

Norman Linder

TOLAN REALTY CORPORATION

John A. Manfield
Secy.

514701

State of Illinois, I hereby certify
Sangamon County, Ill. that this instrument
was filed for record at 12:01 P.M.
and recorded
in MAY - 4 1971 on
Book of Page
James J. ...
RECORDED ON DECEMBER

#3.50

mail to=
W. Joseph Diller
420 Illinois Bldg