

10-27-65
4673791

BUILDING AND USE COVENANTS AND RESTRICTIONS OF
EDGEWOOD KNOLLS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned
RAY NUCKOLS and HELEN L. NUCKOLS, husband and wife, being the
owners of all lots in

Edgewood Knolls, a subdivision of part
of the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Section 22,
Township 13 North, Range 6 West of the
3rd P.M., Auburn Township, Sangamon
County, Illinois, described as follows:

Beginning at the N.W. corner of the N.E. $\frac{1}{4}$
of the S.E. $\frac{1}{4}$ of said Section 22, thence
South 400 feet, thence East 632.5 feet,
thence North 400 feet, thence West 632.5
feet to the place of beginning.

the plat of which Edgewood Knolls Subdivision was recorded on the
27th day of October, 1965 in Book 19 of Plats
at Page 38 in the Office of the Recorder of Deeds of Sangamon
County, Illinois.

For the uniformity of improvement of said lots and for the
benefit of future owner or owners of said lots, their heirs and
assigns, title to the lots in said subdivision is now and shall here-
after be subject to the restrictive covenants running with the land
and binding on the undersigned and all persons claiming by, through
or under them and with like effect as if every deed conveying any
lot or lots in said subdivision shall have said restrictive covenants
recited verbatim therein.

1. No building site shall be used except for residential
purposes. No building shall be erected, altered, placed or permitted
to remain on any lot other than one single family dwelling and a
private garage.
2. No dwelling shall be permitted on any building site that
has less than 1,000 square feet on the ground floor except in the
case of a two-story or story and one-half dwelling, in which case the
minimum ground floor area shall not be less than 650 square feet.

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 a utility room in the main structure..

3. No building shall be located on any building site nearer to the front lot line than 40 feet. No building shall be located nearer than 10 feet to any side lot line. No building shall be located on any building site nearer than 20 feet to the rear lot line, provided that when the street is curbed the front lot line shall follow the curve of the street rather than to be a straight line.

No residential lot shall be subdivided into building lots other than those shown on the recorded plat heretofore referred to.

5. No structure of a temporary character, trailer, basement, vent, shack, garage or barn or other outbuilding shall be used on any building site at any time as a residence either temporarily or permanently.

6. No animals, livestock, poultry, fowl or game of any kind shall be raised, bred or kept on any lots, except that dogs, cats or other household pets, may be kept, provided they are not kept, bred or maintained for any commercial reason.

No septic tank system, including sub-surface absorption system shall be constructed on any lot within 100 feet of a water well, or within 50 feet of a stream or watercourse, or within 20 feet of a dwelling or within 10 feet of a property line.

8. The covenants recited herein shall in no manner be construed to restrict other property now owned by the undersigned in Auburn Township, Sangamon County, Illinois.

NOW THEREFORE, the said conditions and restrictions are declared in effect and these covenants shall 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 hereof.

after which time the said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument in writing signed by the majority of the then owners of record of said lots has been recorded, agreeing to change said covenants in whole or in part.

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 violations or to recover damages. Invalidation of any one of these covenants by judgment of Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

J. Ray Nuckola
J. Ray Nuckola

Helen L. Nuckola
Helen L. Nuckola

STATE OF ILLINOIS)
COUNTY OF SANGAMON) SS

I, Margaret K. Henske, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that J. Ray Nuckola and Helen L. Nuckola, hisband and wife, are 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 26th day of October, A.D. 1965.

Margaret K. Henske
Notary Public



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State of Illinois, I hereby certify that this instrument was filed for record at 924 M. and in OCT 27 1965 recorded on 29 Book 979 of 527 Page 29

Robert Blalock
RECORDER OF DEEDS