

PROTECTIVE COVENANTS

Relating to "Forest Green"

KNOW ALL MEN BY THESE PRESENTS:

That The Illinois National Bank of Springfield, a national banking association organized and existing under the laws of the United States with its banking house in Springfield, Illinois, as Trustee under the provisions of a Trust Agreement dated the 3rd day of January, 1972, known as Trust No. 13-3523, being the owner of the land described in Clause I of this declaration 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 and its successors and assigns, hereby declares that the property described in Clause I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

CLAUSE I

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations, and charges with respect to the various portions thereof set forth in the several clauses and subdivisions of this declaration is more particularly described as follows:

Lots One (1) to Twenty-six (26), both inclusive, in "Forest Green", a subdivision of part of the East Half of the Southwest Quarter and part of the West Half of the Southeast Quarter of Section Twenty-five (25), Township Sixteen (16) North, Range Six (6) West of the Third Principal Meridian, situated in the County of Sangamon and State of Illinois.

CLAUSE II

To insure the best use and most appropriate development and improvement of each lot therein; to protect the owners of each lot against such improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and

structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations thereof on each lot; to secure and maintain proper set-backs from streets and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of the lots therein, the real estate described in Clause I hereof is hereby subjected to the following conditions, restrictions, covenants, reservations and charges, to-wit:

1. No lot shall be used for other than single family residence purposes. There shall not exist on any lot at any time more than one residence. No trailer, tent, shack, barn, temporary building, out buildings, or guest houses shall be erected on any of the lots in the subdivision without approval in writing from the Architectural Control Committee. No garage shall be constructed except as an integral part of the residence it is intended to serve.
2. No residential unit shall contain less than 2,000 square feet of living space excluding garages and unfinished basements and all structures shall be of quality workmanship and materials.
3. Within 18 months after construction of any residential unit is begun upon any lot, four trees, in addition to trees thereon at the time that construction is begun, shall be planted and thereafter nurtured and established to enhance the beauty of the lot and the subdivision.
4. No residential unit, including attached porches, breezeways and garages, shall be erected on any lot nearer to the front line of said lot than the minimum setback line as shown on the recorded plat of the subdivision, or closer than 15 feet to either side lot line, or closer than 20 feet to the rear lot line (provided, however, that in the case of corner lots the setback from the side street line shall not be less than the minimum setback line as shown on the recorded plat of the subdivision). Each residential dwelling shall face a subdivision street. The total lot width displacement of buildings shall not exceed eighty-five percent (85%) of the lot width as measured across dwelling at front or rear foundations. Carports shall be classified as garages. Driveways shall have a minimum width of 9 feet.
5. All television antennas and towers shall be

placed to the rear of the dwelling structures and 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.

6. No building shall be erected, driveway constructed, or swimming pool 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 lots and shall not interfere with the drainage from adjoining lots. No fence or wall shall be erected, placed or altered on any lot nearer to any street line than the minimum building setback line unless similarly approved. The Architectural Control Committee is composed of James Johnson, Mark Nathanson and Neal Nathanson. 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.

7. 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 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 lot at any time as a residence either temporarily or permanently.

8. 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 houseleaders shall be located only as approved by the Architectural Control Committee.

9. Each dwelling shall be sewered to an aeration-type sewage treatment plant. Such treatment facilities shall be as manufactured by the Jet Aeration Company or equal. The design, construction, installation, location, maintenance and operation of this system; as well as the

subsurface disposal of effluent, shall comply with minimum standards and engineering practices of U. S. Public Health Service (National Academy of Sciences report No. 586) as well as the U. S. Department of Housing and Urban Development (FHA Sanitary Engineering Bulletin No. 3a). A complete specification is on file at the offices of the Architectural Control Committee and is available to lot owners.

10. No lot owner or occupant shall permit any truck, commercial vehicle, boat, or trailer including without limitation cargo trailer, camper, house trailers, mobile homes, or carryalls to be parked or stored on the lot, in the driveway, or in the street in front of or along side of the lot. This shall not prevent the lot owner or the occupant from storing a truck, commercial vehicle, boat, or trailer 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 lot for the facilitation and carrying on of any trade, business or industry.

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

13. 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.

14. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot. Upon resale of any homes in the above subdivision, under no circumstances will a "For Sale" sign be permitted to be displayed regardless of an exclusive or a MLS listing. The Architectural Control Committee shall approve builder's and subdivider's signs.

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 lot, 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 lot until such lot is improved with an inhabitable dwelling.

17. No lot 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.

CLAUSE III

"Lot" as used in Clause II of this instrument means all or any part of any single tract of land, all of which is owned by the same person or persons.

CLAUSE IV

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 percent (65%) of the then owners of the lots has been recorded, each lot having one vote, agreeing to change said covenants in whole or in part.

CLAUSE V

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.

CLAUSE VI

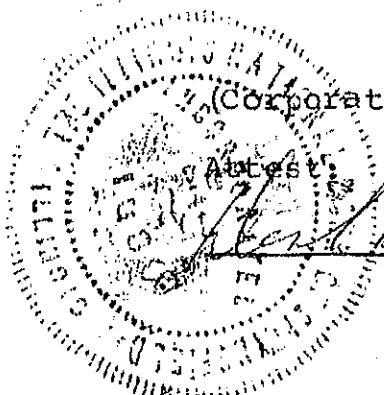
Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

CLAUSE VII

IN WITNESS WHEREOF, The Illinois National Bank of Springfield, as Trustee under Trust No. 13-3523, dated January 3, 1972, has caused its seal to be affixed hereto and this instrument executed by its Vice Pres. & Trust Off. and Cashier, this 25th day of February, A. D. 1972.

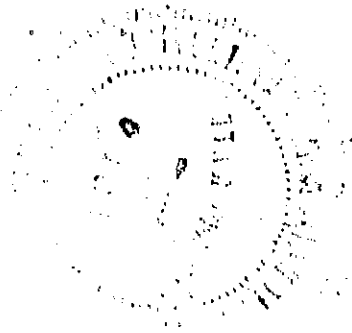
THE ILLINOIS NATIONAL BANK OF SPRINGFIELD
as Trustee under Trust No. 13-3523

By: *Allen G. Adams*



(Corporate Seal)

Herold Browning



521994

State of Illinois, I hereby certify
 Sangamon County, Ill. that this instrument
 was filed for record at 9:45 AM
 and in Book 1119 of Page 96
 on MAR 9 - 1972
[Signature]
 CLERK OF DEEDS

Labat Co.

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