

RESTRICTIONS AS TO BUILDING AND USE

I, Gail M. Wanless, as Trustee under the Last Will and Testament of Charles S. Wanless, deceased, and as extended by Decree filed September 15, 1960 in Case No. 89415 in the Circuit Court of Sangamon County, Illinois, and Decree entered September 15, 1970,
/being the sole legal and equitable owner of:

Charles S. Wanless' Cherry Hills South,
Second Plat.

Except all coal and minerals with right to mine and remove same, as heretofore conveyed of record.

Situated in the City of Springfield,
County of Sangamon and State of Illinois.

and for my successors and assigns, in consideration of the best development of the aforesaid subdivision and for the mutual benefit of all prospective purchasers, do hereby establish the following restrictions as to building and use which shall apply to all of said Charles S. Wanless' Cherry Hills South, Second Plat:

1. No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or lots or part or parts thereof exceeding two and one-half stories in height.
2. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of 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 be not less than 1200 square feet for one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

No building shall be located on any lot nearer to the front lot line or side line than the minimum set-back line as shown on recorded plat of subdivision.

3. 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 the recorded plat of said Addition, 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 the recorded plat of said Addition, except when a single tract in said Addition 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, that side yard shall not be less than 10 feet in width.

4. Each driveway on all lots except corner lots is to be located on the right hand side when facing the lot from the street.

A driveway may be located on the left side of a lot on a minimum 9 foot strip, providing a minimum 7 foot strip for side yard is also retained on the right side of the lot.
5. No residential building shall be permitted to remain on any lot or lots or part or parts thereof, having an area of less than 7,200 square feet, or width of less than 65 feet at the front building line, shown upon the recorded plat of said Addition. The grade line of any lot shall be maintained to correspond with that of surrounding property.
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.

All vacant lots shall be kept free of weeds and shall not be permitted to fall into an unsightly condition.
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 the 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 or 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 the recorded plat of said Addition 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 purposes of providing any property in said Section 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 for public utilities, but all electric and telephone service lines therefrom for any improvements in said Addition 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 in said Addition shall have the privilege of removing any obstruction blocking or impeding such drainage.

13. No building shall be erected, 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 qualify of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street line than the minimum building set-back line unless similarly approved.

The Architectural Control Committee is composed of Gail M. Wanless, Joseph H. Carroll and Philip J. Spengler. A majority of Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither of 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 that the members of said Committee or their representative or successors fail to approve or disapprove such design and location within 30 days after building plans, specifications and plat 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 will be deemed to be fully met.

14. 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 those covenants are filed for record, after which time such covenants shall be automatically extended for successive period of ten years, unless an instrument signed by a majority of the then adult owners of record of said plat in said Addition has been filed for record, agreeing to change such covenants in whole or in part.

