

DECLARATION OF RESTRICTIVE COVENANTS
CONCERNING CARRIAGE HILLS NORTH SUBDIVISION, FIRST PLAT
SANGAMON COUNTY, ILLINOIS

This Declaration of Restrictive Covenants made this 5th day of September, A.D. 1972, by The First National Bank of Springfield, a national banking association, as Trustee under Trust Agreement dated the 17th day of February, 1972 known as Trust No. 3027, of Springfield, Illinois, owner of said Carriage Hills North Subdivision, First Plat, being Lots One through Twenty-one inclusive, a subdivision of part of the Southeast Quarter of Section 11 and part of the Northeast Quarter of Section 14 both in Township 16 North, Range 6 West of the Third Principal Meridian in Gardner Township, Sangamon County, Illinois as surveyed by D. Wayne Shoemaker, an Illinois Land Surveyor and recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois, in Volume 21 of Plats at Page 6.

WHEREAS, Declarant desires to subject said property to the following conditions, restrictions, covenants and charges for the benefit of all of said property and subdivision and its present and subsequent owners: Now, therefore, Declarant hereby places on said property and the entire subdivision heretofore described the following conditions, restrictions, covenants and charges:

1. Each building site, being a lot or a portion thereof as may be determined by the Declarant, shall be used only for residential purposes. No building or other structure thereon shall be erected, altered, placed or permitted to remain upon any such building sites other than a single family residence dwelling with such private garage or garages as the owner thereof shall desire.

2. No building shall be permitted on any building site that does not have the following minimum requirements complied with:

- (a) Lots One through Six inclusive, Two thousand (2000) square feet of living space, exclusive of basement, porches and garages.
- (b) Lots Seven through Twelve inclusive, Sixteen Hundred (1600) square feet of living space, exclusive of basement, porches and garages.
- (c) Lot Thirteen through Twenty-one inclusive, Twelve hundred (1200) square feet of living space, exclusive of basement, porches and garages.

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3. No building shall be located on any building site nearer the front lot line or nearer to the street side line than the minimum building set-back line as shown on the recorded plat. No portion of any garage shall be nearer the street line which the front of the building faces than the front line of the dwelling.

4. No noxious or offensive activity shall be carried on upon any building site; nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood; nor shall any condition or activity be permitted which will endanger the health or disturb the quiet of any of the other residents or lot owners of said subdivision. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any site. Each site owner shall keep the weeds cut and after erection of a dwelling shall establish and maintain a lawn and reasonable landscaping and keep the lawn mowed; and any garden area, except landscaping, shall be located to the rear of the dwelling.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, on any building site, either temporarily or permanently. No building shall be occupied for living purposes which is not functionally complete throughout and which is not complete in detail as to the exterior; nor shall any building materials or paint or building equipment be exposed to public view after occupancy as a dwelling.

6. No advertising or signs of any kind shall be placed or suffered to remain upon the premises except signs of a reasonable size, used by a builder, architect, real estate broker or owner to advertise the property during the period of construction and during any sales period, and "For Sale" or "For Rent" signs.

7. No site owner or occupant shall permit any truck or commercial vehicle to be parked or stored on the property, in the driveway, or in the street in front of or alongside the lot. This shall not prevent any

owner or occupant from storing a truck or commercial vehicle owned by such owner or occupant or used by him in his business in the garage on his premises.

8. No animals, livestock, poultry, fowl or game of any kind shall be raised, bred or kept on any lot or lot site, for any commercial purpose.

9. No building site shall be used or maintained as a dumping ground for rubbish, trash, garbage; nor shall waste be kept on the premises, except in a sanitary container or containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in the rear or out of the sight from the street and shall be in full compliance with all governmental regulations concerning pollution or other applicable health, safety or welfare regulations.

10. No machinery, appliances or structures of any kind shall be permitted upon, maintained or operated in or on the premises of any site for the facilitation or carrying on of any trade, business or industry; nor shall any business or commercial use be permitted on any lot or lot site whatsoever.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

12. Nothing contained in this declaration shall be construed to prevent the erection or maintenance by the declarant or its duly authorized agent or employees, of structures or signs for the conduct of its business in connection with the development of said property.

13. Driveways and entrances to a building site from the street shall be at least eight feet in width and shall be constructed in accordance with reasonable residential standards.

14. Any tank placed upon a building site for storage purposes, including the storage of fuel, oil, gas or water, shall be buried in or under the ground and covered and serviced in a reasonable manner; further, all utilities shall be underground.

15. Each dwelling upon any building site shall have a sewage disposal system constructed and maintained in accordance with the requirements, standards or recommendations of the Department of Health of the State of Illinois. Any well constructed upon the dwelling site shall be located at least fifty feet from any sewage system and any sewage disposal system and well shall be located so as to maintain the maximum health and sanitary conditions with respect to any such building site.

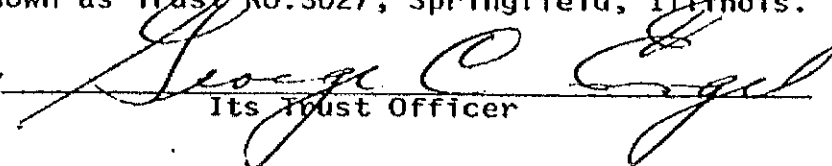
NOW, THEREFORE, the said conditions, restrictions, covenants and regulations hereinbefore set forth are declared to be in full force and effect from this date forward and such conditions, restrictions and covenants shall run with the land and be binding upon all parties and all persons claiming under them, including all owners of lots and building sites in said subdivision for the period of twenty years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the majority of the then owners of the building sites has been recorded, agreeing to change said covenants in whole or in any part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate or threatening to violate any of the same, either to restrain such violation or to recover damages for violation thereof.

IN WITNESS WHEREOF, the Declarant, The First National Bank of Springfield, a national banking association, as Trustee under Trust Agreement dated February the 17th, 1972, known as Trust No.3027, with its principal offices in Springfield, Illinois, as owner of the afore-said premises has caused its name and seal to be affixed hereto by its proper officers being duly authorized thereunto by resolution of its Board of Directors and by authority of the Trust instrument under which it holds said property.

THE FIRST NATIONAL BANK OF SPRINGFIELD, A national banking association as Trustee under Trust Agreement dated February 17, 1972, known as Trust No.3027, Springfield, Illinois.

ATTEST:

By


Its Trust Officer


Its Assistant Cashier

STATE OF ILLINOIS
COUNTY OF SANGAMON

SS

I, Winona I Welch, A Notary Public in and for the said County and State aforesaid hereby do certify that Ray C. [unclear] and J. L. [unclear] known respectively to me to be the Trust Officer and Assistant Cashier, respectively, of the First National Bank of Springfield, a national banking association, with principal offices in the City of Springfield, Illinois, as Trustee under Trust Agreement dated the 17th day of February, 1972, known as Trust No. 3027, personally appeared before me this day in person and acknowledged that they had signed the foregoing instrument in writing as such Trust Officer and Assistant Cashier, respectively, and placed thereon the corporate seal of said The First National Bank of Springfield, as Trustee as aforesaid, and executed, acknowledged, and delivered said instrument in the name of and on behalf of said Trustee for the uses and purposes therein set forth, being duly authorized thereunto by resolution of the Board of Directors of said bank as such Trustee.

Given under my hand and notarial seal this 50 day of September, A.D. 1972.

Winona I Welch
Notary Public



My Commission Expires March 17, 1974

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mail -
Sain McCallum
2300 Sylvan
City

State of Illinois, Sangamon County, I hereby certify that this instrument was filed for record at 2:34 PM and in Book 584439 of Page 50 on OCT 25 1972 recorded in the OFFICE OF THE RECORDER OF DEEDS