

BUILDING AND USE COVENANTS AND RESTRICTIONS
OF LAKEWIND ACRES, SECOND PLAT

Alvin Krell, Jr., a divorced person who has not remarried, and Carl William Krell and Sherry Lu Krell, his wife, the owners of Lakewind Acres, Second Plat, a subdivision of the E 1/2 of the NE 1/4 except one acre of the South end thereof of Sec. 28, T. 15 N, R. 5 W. of the 3rd P. M., Sangamon County, Illinois, in consideration of the purchase of any part thereof, covenant and agree with each purchaser or grantee of any part of said real estate and with his heirs, devisees, successors in title and assigns, as follows:

1. A lot shall be used exclusively for residential purposes. Only residential, single family dwellings not more than one story in height and only one garage for use of occupants of the dwelling may be erected on any Lot, except on Lots 24, 26, 36, 37, 38, 39, 40, 41, 42, 43, 44, and 45, a split level, single family dwelling may be built thereon. A split level, single family dwelling is described as follows:

That no portion of such residence shall have a floor level higher than six feet over and above the floor level of the ground floor. The ground floor shall be that floor which is not higher than three feet from the actual ground level of the surface of such lot.

2. No residence shall have less than 1,100 square feet of inside floor space not including attic or basement, or be of quality less than required by the Federal Housing Administration. Specifications and building plans of any residence shall be approved by Alvin Krell, Jr. and Carl W. Krell, or the survivor of them, or upon death of both, the owner of one of the two nearest Lots. Such approval shall not be unreasonably withheld. The cost of such

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residence shall be no less than an amount equal to \$16,000.00 adjusted by the percentage increase or decrease in the cost of building index of the United States Government in the local area or if unavailable larger area from January 1, 1961, to the nearest date preceding the beginning of erection.

3. The front foundation line of any residence shall be 40 feet from the front line of the Lot. The front foundation line of any garage shall be no less than the front foundation line of the residence on a Lot. Building foundations shall be no less than 14 feet from side Lot lines, except as to all Lots for garage foundations which shall be no less than 5 feet therefrom, and except for the corner side Lot line where the building foundations of residence and garage shall be no less than 14 feet therefrom.

4. Utilities shall be installed and maintained on rear Lot lines, on easements shown in plat.

5. No trailer, no temporary structure, no basement or garage, and no prefabricated house shall be placed or used on any Lot for a residence. Residences and garages shall be completed within one year from beginning of construction.

6. Septic tanks shall meet all requirements of state and local laws and shall have a capacity of at least 800 gallons with at least 225 feet of laterals. No outside toilets are permitted. There shall be no front yard fences. Any rear yard fence shall not exceed four feet in height.

7. No sign shall be displayed on any Lot except a professional sign not over 144 square inches, or a "For Rent" or "For Sale" sign not over 720 square inches.

8. No oil drilling or other mining operation shall be permitted on any Lot.

9. No animals, livestock or poultry of any kind shall be bred or kept on any Lot, except that dogs, or cats, or other household pets may be kept though not for commercial purposes, and shall not be permitted to be on the Lots of any person without such person's consent.

10. The owner of a Lot shall keep all weeds cut before seeds shall form thereon at his expense, in default of which, any owner of any Lot in the Sub-division may have such weeds cut and charge the expense thereof to the owner of the Lot with such weeds.

11. No person shall operate a television, radio, recording, high-fidelity or any other instrument at more than normal sound, nor shall any person engage at any time in any loud or offensive activity or do anything which shall cause or maintain a nuisance.

12. Rubbish, 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.

13. Gas or oil tanks used for heating a residence and located outside thereof shall be installed under the surface of the ground.

14. The foregoing covenants shall run with the land and be binding upon all persons now owning or hereafter acquiring any title or interest in any Lot for a period of 25 years from the date these covenants are recorded, after which they shall be automatically extended for successive periods of 10 years

unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to any change in such covenants.

IN WITNESS WHEREOF, the parties hereto for themselves, their personal representatives, heirs, devisees, assigns and successors in title do hereby execute, affirm and adopt the foregoing building and use covenants and restrictions of Lakewind Acres, Second Plat. Dated at Springfield, Illinois, first day of November, 1961.

[Signature]

 Carl William Krell

 Sherry Lu Krell

State of Illinois :
 : SS
 County of Sangamon :

ACKNOWLEDGED: November 1, 1961, before A. D. Van Meter, Jr., Notary Public, Sangamon County, Illinois, by Alvin Krell, Jr., a divorced person who has not remarried, and Carl William Krell and Sherry Lu Krell,

his wife.



[Signature]

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I hereby certify
 that this instrument
 was recorded at
 Sangamon County, Illinois
 on NOV 7 1961
 at _____ Page

[Signature]
 Notary Public
 of Illinois