

RESTRICTIONS

The undersigned, being the sole legal and equitable owner of:

Carillon Woods, being a Subdivision of part of the East Half of the Northwest Quarter of Section 32, Township 16 North, Range 5 West of the Third Principal Meridian, described as follows:

Beginning at a point on the West line of the Southeast Quarter of the Northwest Quarter of said Section 32, 509.83 feet North of the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 32, thence, deflecting to the right $90^{\circ}-14'$ a distance of 333.25 feet; thence, deflecting to the left $38^{\circ}-29'$ a distance of 452.89 feet; thence, deflecting to the left $58^{\circ}-07'$ a distance of 239.37 feet; thence, deflecting to the left $48^{\circ}-27'-30''$ a distance of 209.16 feet; thence, deflecting to the left $84^{\circ}-59'-40''$ a distance of 168.93 feet; thence, deflecting to the left $17^{\circ}-17'$ a distance of 50.30 feet; thence, deflecting to the right $19^{\circ}-27'$ a distance of 154.57 feet; thence, deflecting to the right $23^{\circ}-15'$ a distance of 147.69 feet; thence, deflecting to the left $65^{\circ}-35'-50''$ a distance of 57.00 feet; thence, deflecting to the right $90^{\circ}-14'$ a distance of 125.00 feet; thence South on the West line of the Southeast Quarter of the Northwest quarter of said Section 32 a distance of 230.00 feet to the point of beginning, situated in Sangamon County, Illinois

and for its successors and assigns, in consideration of the best development of the aforesaid subdivision and for the mutual benefit of all prospective purchasers, do hereby make the above named subdivision subject to the following restrictions:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height.
2. No building shall be erected, placed or altered on any lot 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 finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided herein below.
3. 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 covenant to assure that all dwellings shall be of a 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 1800 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story, but in all cases the minimum area shall be 1800 square feet.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, unless approved by the Architectural Control Committee. No residential building, including attached porches, breezeways and garages shall be located nearer than 7.5 feet to an interior lot line, unless approved by the Architectural Control Committee. However, garages or other permitted accessory buildings located 45 feet or more from the minimum setback line shall be permitted to locate within 7.5 feet of the interior line. Carports shall be classified as garages.

5. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9000 square feet.

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

7. 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.

8. 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.

9. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. 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 kept, bred, or maintained for any commercial purpose.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Rubbish, trash, garbage or other waste shall not be kept except 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.

12. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. The owner of a vacant lot must keep said lot clean and must mow weeds so that the same does not become unsightly or a nuisance and if any owner fails to keep said lots clean and mowed, the Architectural Control Committee, shall, after proper notice, have the right to clean or mow said lot and charge the expense of same to the owner.

14. The Architectural Control Committee is composed of Harold L. Hester, Ina B. Hester and Thomas Matthews. A majority of the 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 the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

15. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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 twenty-five 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 a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole, or in part.

Enforcement shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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.

Dated this 5th day of June, A. D. 1962.

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 September 20, 1961 and known as Trust Number PL-1026 and The Illinois National Bank of Springfield as Trustee under the Provisions of a Trust Agreement dated May 25, 1961 known as Trust Number PL-1007.

By Its Vice President and Trust Officer



STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Paul V Marshall, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert V. Prather, Vice President and Trust Officer, and Edw M. Lear, Cashier, of 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 September 20, 1961 and known as Trust Number PL-1026 and The Illinois National Bank of Springfield as Trustee under the Provisions of a Trust Agreement dated May 25, 1961 known as Trust Number PL-1007, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Trust Officer, and Cashier, they signed, sealed and delivered the foregoing instrument and caused the corporate seal of the corporation to be fixed thereto as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors.

Given under my hand and notarial seal at Springfield, Illinois, this 5th day of June, A. D. 1962.

(Seal)

Paul V Marshall
Notary Public

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Handwritten initials