

PROTECTIVE COVENANTS

CLAUSE I

Legal description of property (See attached)

CLAUSE II

To insure the best use and most appropriate development and improvement of each building site therein; to protect the owners of building sites 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 thereof 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 building sites; 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 building sites therein, the real property described in Clause I hereof subjected to the following conditions, restrictions, covenants, reservations, and charges to-wit:

- A) No building site shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any building site other than detached single-family dwellings not to exceed two stories in height, a private attached garage for not more than three cars and other outbuildings incidental to the residential use of the premises.

Ref. to (enc. 15)

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- B) No building shall be permitted on any building site which does not have at least the following number of square feet of finished floor space, the computation of square feet of floor space shall be based on the extreme measures of the main structures and shall exclude porches, breeze-ways, garages and utility rooms, except if the utility room is part of the main structure.
- 1) A one-story dwelling 1300 square feet of floor space.
 - 2) Two story dwelling 1100 square feet of floor space on the first floor with the square footage of the second floor to be approved by the Architectural Committee, and both stories containing living quarters must be above the grade of the lot.
- C) Easements for installation and maintenance of utilities and drainage facilities are reserved over the front 20 feet and side 10 feet of each parcel described herein.
- D) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any building site at any time as a residence either temporarily or permanently.
- E) No noxious or offensive activities shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

- F) No animals or poultry of any kind other than house pets and two horses shall be kept or maintained on any part of said property.
- G) All sites must be properly graded to insure reasonable and proper flow of surface waters.
- H) Enforcement shall be by proceedings at law or in equity against any person or person violating or attempting to violate any covenant either to restrain violation or to recover damages.
- I) Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

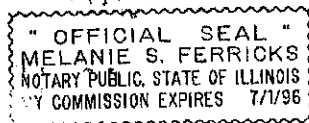
CLAUSE III

The undersigned certifies and covenants that it holds title to all said land and is authorized to execute this instrument.

Dated this 11th day of March, 1993

William A. Bartels
William A. Bartels

Marie Bartels
Marie Bartels



STATE OF ILLINOIS)
Sangamon County) ss.

Given under _____ hand and seal _____ this 11th day of March, 1993
Melanie S. Ferricks SEAL
 _____ SEAL

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Bill & Marie Bartels
RR 10 Box 284
Spfld, Il. 62707

SANGAMON COUNTY
ILLINOIS
93-14291

93 APR 20 PM 2:55

Mary Ann Sumner
RECORDER

APR 20 1993

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