

RESTRICTIVE COVENANTS RELATING TO

JEFFERSON PARK FIFTH PLAT

KNOW ALL MEN BY THESE PRESENTS:

That Jefferson Park Development Corporation being the owner of the aforesaid subdivision and being desirous of subjecting said property to the restrictions, covenants and reservations hereinafter set forth, each of which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and by the undersigned, its successors and assigns, hereby declares that said property in Jefferson Park Fifth Plat, as above described, is held and shall be transferred, sold and conveyed subject to the following restrictions, covenants and reservations the same as though each were fully set forth in every deed of conveyance of said property as follows:

1. 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 one detached family dwelling or a two-family duplex dwelling, not to exceed two and one-half stories in height, and private garage for not more than three cars, and other out buildings incidental to the residential use of the premises.

2. No dwelling shall be permitted on any building site at a cost of less than \$14,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants 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 950 square feet for a one-story dwelling.

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

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

5. No noxious or offensive activity, including but not limited to the sale of intoxicating liquor or malt beverages, 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.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall at any time be used on any building site as a residence, either temporarily or permanently.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except that dogs, cats or other domesticated household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

8. No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one square foot, 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.

9. "Building site" as used in this instrument means all or any part of any single tract of land, all of which is owned by the same person or persons, other than as lots or parts of lots are held together by the Jefferson Park Development Corporation or by Kenneth G. Cole as subdivision developer.

10. These covenants shall run with the land and be binding on the parties hereto, all persons claiming under them and their respective heirs and assigns for a period of ten years from the date of the recording of this instrument, at which time said covenants automatically shall be extended for successive ten-year periods unless at such time or at the end of any ten-year period by vote of a majority of the then owners of the building sites in said Jefferson Park

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"Fifth Plat" it is agreed to change said covenants in whole or in part; and such change or changes shall become effective upon the recording in the Recorder's Office of Sangamon County, Illinois, of an instrument in writing, setting forth such change or changes and signed by a majority of the then building owners of said subdivision.

11. Enforcement hereof shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants either to restrain such violation or to recover damages.

12. Invalidation of any of these covenants by court decree or judgment shall in no wise affect any other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, Jefferson Park Development Corporation has caused its corporate name to be subscribed hereto, duly attested, with its corporate seal affixed by its proper officers, pursuant to authority of its Board of Directors the 28th day of April, A. D., 1966.

JEFFERSON PARK DEVELOPMENT CORP.,

By James J. O'Neil
President

Grant M. Miller
Secretary

STATE OF ILLINOIS)
COUNTY OF SANGAMON) SS.

Subscribed and sworn to before me this 28th day of April, A. D., 1966.

Eileen M. Profio
Notary Public

474051

ENCLOSURE

State of Illinois, I hereby certify
 Sangamon County, that this instrument
 was filed for record at _____, I.A.
 and in _____, recorded on
 Book _____ of _____ Page _____
Amstrong
 RECORDER
 OF DEEDS

100 Main Court
 712 So 3rd
 Miller