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SANGAMON COUNTY
ILLINOIS

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Bart Cantrall
RR 7 Box 233
Spfld., Il 62707

Mary Ann Sumner
RECORDER

DECLARATION OF RESTRICTIVE COVENANTS

DECLARATION: Barton and Deborah Cantrall hereinafter called declarants, are the developers and owner in fee simple of certain real property located in Sangamon County, Illinois, known as Lot One of Cantrall Acres, a county minor subdivision, part of the W $\frac{1}{2}$, NW $\frac{1}{4}$, Lying North of the Road, Section 33, Township 16, Range 4, recorded March 2, 1995 in the Recorders Office of Sangamon County, Illinois. (DOC #95-05969)

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lot, declarants hereby declare that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

PROPERTY COVERED: Lot 1 of Cantrall Acres, a county minor subdivision, part of the W $\frac{1}{2}$, NW $\frac{1}{4}$, Lying North of the Road, Section 33, Township 16, Range 4.

COVENANTS:

1. Any one story residence constructed on the premises shall have a minimum of 1500 square feet of living apace, and any two story residence constructed on the premises shall have a minimum of 2000 square feet of living space. Garages shall be no larger than to accommodate three cars.

2. Any structure other than a dwelling that is built on this property shall be architecturally compatible with other buildings of the area. A quality constructed pole barn will be acceptable.

3. The construction of any building on the premises shall be completed within one year of the time when such construction is commenced.

4. No camper, house trailer (single or double wide), mobile homes or modular home, temporary structure, basement or garage may be used on this property as a temporary or permanent residence.

5. The premises shall at all times be kept mowed and free from brush and weeds and in a neat and clean condition.

6. No rubbish, trash, garbage, or other waste material shall be kept or permitted on the lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

7. This premises shall be used only for agricultural or residential purposes, with a maximum of one livestock animal. The livestock animal must be properly contained. No swine are to be raised or fed at any time on the premises. No dog kennels are allowed.

8. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

GENERAL PROVISIONS:

1. Enforcement: Declarants shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability: Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions, which shall remain in full force and effect.

3. Amendments: Covenants and restrictions of this declaration may be amended by duly recording an instrument executed by both owners of Lot 1 and Lot 2 of Cantrall Acres.

4. Subordination: No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

5. Duration: The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the declarants for a period of fifty (50) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of twenty (20) years unless otherwise agreed to in writing by the then owners of Lot 1 and Lot 2 of Cantrall Acres.

PROPERTY COVERED: Lot 1 of Cantrall Acres, a county minor subdivision, part of the W $\frac{1}{2}$, NW $\frac{1}{2}$, Lying North of the Road, Section 33, Township 16, Range 4.

Executed at Springfield, Illinois on April 4, 1995.

Barton J. Cantrall
Barton J. Cantrall

Deborah A. Cantrall
Deborah A. Cantrall

Barton and Deborah Cantrall
RR 7 Box 233
Springfield, Illinois 62707

Subscribed to before me this 5 day of April, 1995.

Nancy J. Begue
(Notary Public)

My commission expires 3-16-99.



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