

RESTRICTIONS AS TO BUILDING AND USE

Casa Grande Subdivision  
RR #1  
Chatham, Illinois

2 Feb. 1973  
Date

We, the undersigned, John Edward Moran and  
Conne Jean Moran husband and wife, of Chatham of  
Sangamon County, Illinois, and for our successors and assigns  
and in consideration of the purchase of any lot or lots in:

Casa Grande Subdivision part of the Southeast Quarter of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 24, Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows: Beginning at an iron pin marking the Northeast corner of the Southeast Quarter of the aforementioned Section 24, thence North along the range line a distance of 497.19 feet to an iron pipe, thence North  $89^{\circ} 45' 20''$  West a distance of 330.00 feet to an iron pipe, thence South a distance of 316.20 feet to an iron pipe, thence East a distance of 5.00 feet to an iron pipe, thence South a distance of 1130.00 feet to an iron pipe, thence West a distance of 5.00 feet to an iron pipe, thence South a distance of 313.61 feet to an iron pipe, thence South  $89^{\circ} 45' 34''$  East a distance of 330.00 feet to an iron pipe, thence North along the range line a distance of 1322.60 feet to the point of beginning. Said tract contains 13.202 acres, more or less, all in the County of Sangamon, State of Illinois.

and as an inducement thereto, does hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois therein and covenants and agrees with each and every purchaser or grantee of any lot or lots in the above described Subdivision, that the following restrictions as to building and use of said lot or lots shall be covenants running with the land as follows:

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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 single-family dwelling, not to exceed three levels of living quarters in height and a private garage for not more than three cars.

2. 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 exterior measurements of the main structure and shall exclude porches, breezeways, garages and utility rooms, except if the utility room is part of the main structure.)

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|---|--|
| (a) A one story dwelling  | 1600 square feet of floor space  |
| (b) A two-story dwelling. Both stories containing the living quarters must be above the grade of the lot. | 1050 square feet of floor space on the Lower Level & 600 square feet of floor space on the Upper Level.  |
| (c) A tri-level or hillside dwelling  | 800 square feet of floor space on each of the two levels above the grade level and not less than 1600 square feet aggregate on the two levels. |
| (d) No structure shall have more than 2 levels above grade of lot.  |  |

3. No building shall be erected, placed or altered on any building site until the construction plans and specifications and a plot plan showing the location of the structure and of the driveway have been approved in writing by the Architectural Control Committee (or by a representative designated by a majority of the members of said Committee) as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation and building lines.

Said Architectural Control Committee shall be composed of John E. Mohan and Connie J. Mohan. In the event of the death or resignation of any member of said Committee, the remaining members or member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority or to appoint a member or members to fill the vacancy. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty(30) days after said plans and specifications and plot plans have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty(30)

days after construction is commenced or prior to the completion thereof (whichever period is the longer), such approval will not be required and this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to violation of Paragraph 9 following). Neither the members of said Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee and of its designated representative shall cease on January 1, 1993, and thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall have been executed by the then record owners of a majority in area of the land within the boundaries of said lots and shall have been duly recorded in the office of the Recorder of Deeds of Sangamon County appointing a representative or representatives who shall thereafter, for the time specified in said agreement, exercise the same powers exercised by said Committee.

4. No building shall be located on any building site nearer to the front line of said building site than the minimum setback line as shown on the recorded plat of said Addition.

5. No dwelling, including attached porches, breezeways and garages, shall be located nearer than 25 feet to an interior building site line.

6. Grade lines for each building site shall be in conformity with the adjacent building site and shall not interfere with the drainage from adjoining building sites. No fence or wall shall be erected, placed or altered on any building site nearer to any street line than the minimum setback line.

7. All utilities including telephone, electric and television cables, other than for temporary service during construction, shall be underground. Transformers and distribution pedestals for main lines and houseleads shall be located only as approved by the Architectural Control Committee.

8. All compressors and cooling towers used in conjunction with central air-conditioning shall be installed in such a manner as to contribute to the exterior beauty and planning of the dwelling and not to become an annoyance and nuisance to the neighborhood or adjacent property owners.

9. All construction must be diligently pursued to completion within a reasonable period. No building shall be occupied for living purposes which is not functionally complete throughout and which is not complete in detail as to the exterior, nor shall any building materials, paint or building equipment be exposed to the public view, if occupied as a dwelling. No structure of a temporary character, mobile home, 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.

10. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any building site for the facilitation and carrying on of any trade, business or industry.

11. No building site shall be used or maintained as a dumping ground for rubbish, and all 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 and appropriately screened. The owner of any vacant building site shall cut the weeds and maintain the same in a proper condition.

12. No spirituous, vinous or malt liquors shall ever be sold or kept for sale on any lot in said Addition. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

13. 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, or one sign of not more than five square feet advertising the property for sale or rent. The Architectural Control Committee shall approve all builder's signs.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets may be kept, provided that they are not bred, kept or maintained for any commercial purpose. No dogs shall be kept on any building site until such building site is improved with a habitable dwelling.

15. No automobile, truck or commercial vehicle, trailer, mobile home, camper or boat shall be kept or parked on any building site except in a garage, or in the streets of said Addition, for a period of longer than eight hours.

16. The phrase "building site" as used in this instrument means all and every part of a single tract of land which is owned by the same person or persons.

17. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1993, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument in writing executed by the then record owners of a majority in area of the land within the boundaries of said lots shall have been recorded in the office of the Recorder of Deeds of said County, agreeing to change or revoke said covenants in whole or in part.

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



19. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in said Casa Grande Subdivision, and to their heirs and assigns.

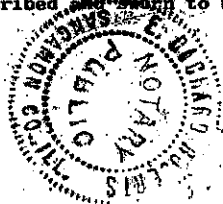
20. All natural drainage areas and water courses shall remain in existing conditions. The flow lines shall not be changed or blocked.

21. 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.

*John Edward Moran*  
*Concise Jean Moran*

Notary Provision

Subscribed and sworn to before me this 3rd day of February A.D. 1973.



*E. Richard Robert*

Chatham, Illinois 62629

My Commission Expires June 22, 1976

Mail to:

538606

JOHN E MORAN  
110 E WALNUT  
CHATHAM, ILL.  
62629

State of Illinois, County of Sangamon  
was filed for record at 10/10/73  
And in FEB - 1973 of 450 Page  
Book 1152  
*E. Richard Robert*  
Notary Public

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