

RESTRICTIVE COVENANTS IN INDIAN
ACRES FIRST SUBDIVISION ADDITION
TO VILLAGE OF PAWNEE, ILLINOIS
Dated May 15, 1969

WHEREAS, DARRELL L. SNELLING and SHIRLEY M. SNELLING, own all the lots in Indian Acres First Subdivision Addition to Village of Pawnee, Illinois, as per Plat thereof, recorded in Book 20 of Plate at Page 15 in the Recorder's Office of Sangamon County; and

WHEREAS, it is desirable to secure the best use and improvement and to protect the owners of such lots against such use of other lots therein as would depreciate the value of such property, and to prevent the erection of poorly designed or constructed buildings, and to make the best use of and preserve the natural beauty of said property and to locate the buildings thereon with regard to topographic features, and generally to provide for a quality type of development of said First Subdivision Addition; and

WHEREAS, to secure such objectives, said owners desire to subject the lots in said First Subdivision Addition to such restrictions and covenants as will secure a proper development thereof;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Darrell L. Snelling and Shirley M. Snelling, owners of said property, do hereby declare that all lots in said Indian Acres First Subdivision Addition shall be sold, transferred and conveyed, subject to the following covenants and restrictions:

1. No lots shall be used except for residential purposes.
2. No dwelling shall be permitted on any lot at a cost of less than Fourteen Thousand Dollars (\$14,000.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intent and purpose of this 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 in the minimum cost stated herein.

3. No building, or any part thereof, shall be located on any lot nearer than twenty-five (25) feet from the front lot line, and no building, or any part thereof, shall be located within five (5) feet from an interior lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. 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.

5. 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.

6. 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.

7. No lot shall be used or maintained as a dumping ground for 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.

8. No outdoor privies or toilets shall be erected or shall be permitted to remain on any lot.

9. Easements for installations and maintenance of utilities, drainage facilities and sewers, in addition to such easements reserved as shown on the recorded plat, are reserved as follows: easements twenty feet (20') in width, extending a width of ten feet (10') on each lot the whole length of the boundary lot line between Lots One (1) to Fourteen (14) and Lots Fifteen (15) to Twenty-eight (28).

10. Easements for installation and maintenance of sidewalks are reserved as follows: The front three feet (3') of each lot.

11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than 5 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.

12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. No spirituous, vinous or malt liquors shall be sold or kept for sale on any lot.

14. 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten 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.

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

16. 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.

IN WITNESS WHEREOF, Darrell L. Snelling and Shirley M. Snelling have hereunto affixed their hands and seals this 15th day of May, A.D. 1969.

Darrell L. Snelling (SEAL)
Darrell L. Snelling

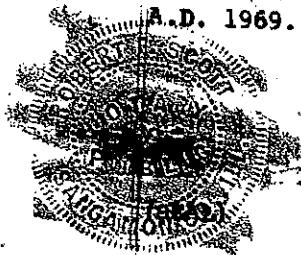
Shirley M. Snelling (SEAL)
Shirley M. Snelling

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, ROBERT P. SCOTT, a Notary Public in and for said County and State aforesaid do hereby certify that Darrell L. Snelling and Shirley M. Snelling, husband and wife, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of May

A.D. 1969.



Robert P. Scott
Notary Public

My Commission Expires March 8, 1971.

499666

State of Illinois, I hereby certify
Sangamon County that this instrument
was filed for record at 7:00 AM
and in 152 JUN 25 1969 records
C.C. at 11 Page 212

Russell Jones
RECORDER OF DEEDS

BOOK 1056 PAGE 515

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*Sangamon County Abstract
Will Pick up*