

3

COVENANTS AND RESTRICTIONS PERTAINING TO BUILDING AND USE OF
LOTS IN CHRISTIE MINOR SUBDIVISION

NOV 12 1997

KNOW ALL MEN BY THESE PRESENTS, that we, JOHN E. CHRISTIE and JOANN CHRISTIE, husband and wife, being the owners of Christie Minor Subdivision, a subdivision of part of the Northeast Quarter of the Northwest Quarter of Section 35, Township 16 North, Range 4 West of the Third Principal Meridian, as platted by the plat recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois, 97-47393, 1997. In consideration of the purchase or other acquisition from us of any part or portion of said real estate, and as an inducement thereto, hereby do covenant and agree with each and every purchaser or grantee of any part of said real estate, and with his or their heirs and assigns, that the following restrictions pertaining to building and use shall be covenants running with the land:

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1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and private outbuildings.
2. No single family dwelling, or any part thereof, shall be located on any lot nearer than 150 feet from the front lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building.
3. All outbuildings shall be kept to the rear of any single family dwelling, and not permitted along side of or in front of any single family dwelling.
4. No trailer, mobilhome, basement, tent, shack, garage, barn, or other outbuilding placed on any lot shall, at any time, be used as a residence, temporarily or permanently, unless otherwise agreed upon by all parties.
5. Upon completion of single family dwelling all lots shall be kept clean and mowed and not allowed to fall into an unsightly condition. A portion of the property to the rear of the house can be set aside for conservation purposes if so desired. Said portion will be allowed to grow in its natural state.
6. The total floor area of the residence, exclusive of basement, porches, and garage shall be not less than 1500 square feet.
7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept for any commercial purpose.

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8. No lot, or any part thereof, shall be used, either temporarily or permanently, to sell, store, or accumulate used cars, parts therefrom or junk of any kind or character whatever. Rubbish, trash, garbage, or other waste shall not be kept on any lot except temporarily and all such rubbish, trash, garbage, or other waste shall be kept in sanitary containers.
9. 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.
10. The home which may be erected on a lot shall be constructed of good quality new materials suitable for use in the construction of residences, and no old building or buildings shall be placed on or moved to the premises. No tin, tar paper, composition paper or similar materials may be used as a exterior covering of any building. No A-frame design, modular or mobile homes, or underground homes are allowed. The exterior wall surface shall be constructed of brick, brick veneer or stone, natural wood siding, masonite type siding, aluminum siding, vinyl siding or a combination thereof. All exterior portions of all structures shall be fully enclosed and finished including, by way of example and not by way of limitation, all soffit, undereave, overhang and porch areas.
11. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet, advertising the property for sale.
12. No retail business of any kind shall be permitted in the subdivision. This restriction is not meant to prohibit home occupation businesses of the kind permitted by the zoning ordinance of the appropriate municipal authority.
13. These covenants and restrictions are to run with the land and shall be binding on all parties, and all persons claiming under them, for 99 years from the date of these covenants, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of all of the owners to rescind or amend said covenants and restrictions or any part thereof.
14. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or

000521

attempting such violation and either prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants and restrictions by judgement or court order shall in no way affect any of the other covenants and restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hand and affixed our seals at Springfield, Illinois, this 25 day of October A.D., 1997.

John E. Christie

John E. Christie



John Christie
786 Gabriel Rd
Springfield IL. 62707

JoAnn Christie

JoAnn Christie

State of Illinois:

SS

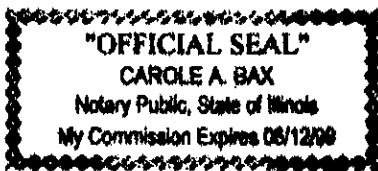
County of Sangamon:

I, the undersigned, a Notary Public in, and for said county and state aforesaid, do hereby certify, that John E. Christie and JoAnn Christie personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day 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 25th day of October A.D. 1997.

Carole A. Bax

Notary Public



SANGAMON COUNTY
ILLINOIS

97-47394

97 NOV 12 PM 12:23

Mary Ann Samuel
RECORDER



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LOTS IN CHRISTIE MINOR SUBDIVISION

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14. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or

000521

attempting such violation and either prevent him or them from so doing or to recover damages or other dues for such violation.

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IN WITNESS WHEREOF we have hereunto set our hand and affixed our seals at Springfield, Illinois, this 25 day of October A.D., 1997.

John E. Christie
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John Christie
786 Gabriel Rd
Springfield IL. 62707

JoAnn Christie
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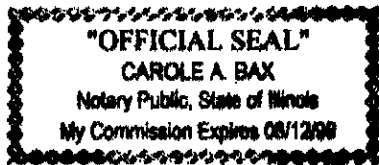
State of Illinois:

SS

County of Sangamon:

I, the undersigned, a Notary Public in, and for said county and state aforesaid, do hereby certify, that John E. Christie and JoAnn Christie personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day 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 25th day of October A.D. 1997.



Carole A. Bax

Notary Public

SANGAMON COUNTY
ILLINOIS

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Mary Ann Samms
RECORDER



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