RESTRICTIVE COVENANTS

OF

COUNTRY CLUB MANOR, FIRST PLAT

SPRINGFIELD MARINE BANK, as Trustee under a Trust Agreement dated May 18, 1976, known as Trust No. 53-0776-4, being the record holder of title to:

Lots One (1) to Forty-Two (42), both inclusive, of Country Club Manor, First Plat,

situated in the City of Springfield, County of Sangamon, State of Illinois, and for its successors and assigns, and in consideration of the best development of the aforesaid subdivision and for the mutual benefit of all prospective owners of the lots in Country Club Manor, First Plat, and pursuant to the power and authority contained in such Trust Agreement, does hereby establish the following restrictions as to building and use, which apply to all of the above 42 lots in said Country Club Manor, First Plat:

1. Only one detached single-family dwelling and private garage appertaining thereto shall be erected on each lot. No use shall be made of each lot except such as is incidental to the occupation thereof for residence purposes by one private family residing in a detached, single-family dwelling. No building shall be erected, altered, placed or permitted to remain on any lot or lots or part or parts thereof exceeding two and one-half stories in height. Any vacant lot owned by such Trustee may be used by such Trustee, or its agents, in the construction and operation of the development.

2. The minimum floor area of each dwelling constructed in such subdivision, exclusive of basement, open porches and garages, shall be as follows:

   (a) one-story dwelling, at least 1500 square feet total;
   (b) story and a half dwelling, at least 1,000 square feet on the ground floor;
   (c) two story dwelling, at least 2,000 square feet total, with at least 1,000 square feet on the ground floor.

   Other types of dwellings may be constructed in such subdivision only with the written consent of the Architectural Control Committee. All computations of floor areas shall be exclusive of garages, porches, or terraces. Each garage must be attached to the dwelling or, if detached, must be architecturally related to the dwelling; and no garage shall provide space for less than two automobiles. No carport may be erected and maintained on any lot in the subdivision, unless it is approved in writing by the Architectural Control Committee prior to the commencement of construction.

1291 112

3. No building exclusive of eaves and steps shall be located on any lot nearer to the front lot line or side line than the minimum building line, as shown on the recorded plat of said Addition, and nearer than 10 feet to any interior lot line.

Interior lot lines as used herein means the lot lines having no street frontage shown on the recorded plat of said subdivision except when a single site in said subdivision consists of more than one lot contiguous to all or part of another lot with the ownership of all of such site in common, then the exterior lines of such site that have no street frontage shall be considered to be the interior lot lines for all of such site.

Where a side yard is used for driveway purposes, that side yard adjacent to the dwelling shall not be less than 10 feet in width.

All vacant lots shall be kept free of weeds and shall not be permitted to fall into an unsightly condition.

4. No spirituous, vinous or malt liquor shall be sold or kept for sale on any lot. No lot shall be used for any commercial purpose.

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

5. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

6. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereupon which may become an annoyance or nusiance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of the neighboring property. No lot, or any part thereof, shall be used either temporarily or permenantly to sell, store, or accumulate used car 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. All incinerators or other equipment for the storage of waste material shall be kept in a clean and sanitary condition.

7. No sign of any kind shall be maintained or displayed on any lot, except one sign of not more than one square foot in area identifying the occupants of the dwelling, one sign of not more than five square feet in area advertising the property for sale or rent, and signs used by contractors doing the construction of any improvements thereon.

8. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations at between three and six feet above roadways shall be placed or permitted to remain on any corner lot within the tri-angular area formed by the street property lines in a line commencing by the point 25 feet from the intersection of the street line or in the case of rounded property corners, from the intersection to the street property lines extended. No trees shall be permitted to remain within such distances of such

intersections unless the foliage line is maintained at sufficient height to prevent obstructions at such sight lines.

9. No building, wall, retaining wall, drive, walk or other structure shall be commenced, installed, or maintained, nor shall any addition to, or any change or alteration to any structure be made except interior alterations until plans and specifications, acceptable to the Architectural Control Committee, showing the nature, kind, shape, height, and material, color, scheme, location and approximate cost of such structure improvements, and the grading plan of the lots to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee, or it's authorized agent, and a copy of said plan and specifications, as finally approved, and logged permenantly with the Architectural Control Committee.

10. The Architectural Control Committee shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable in it's opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure or improvements to be built or constructed, to the site upon which it is proposed to erect the same; and the harmony as planned in view of the outlook of the adjacent or neighboring properties.

The purpose of the paragraph is to develop the subdivision into a beautiful harmonious private, residential section. If disagreement as to any of the points set forth in this paragraph should arise, the decision of the Architectural Control Committee shall control.

The Architectural Control Committee shall be initially composed of Gail M. Wanless and Philip J. Spengler. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither of the members of the Committee nor it's designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval shall be in writing.

In the event that the members of the Committee or their representative or successors fail to approve or disapprove such design and location in 30 days after building plans, specifications, plot plans, and grading plans have been submitted to them, or, in any event if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully met.

11. An easement over a portion of any lot designated as easement shown in the recorded plat of said subdivision is hereby reserved for drainage and the use of public utility companies and others to install, construct, renew, operate and maintain pipes, conduits, cables, poles and wires, either overhead, or underground for the purpose of providing any property in said subdivision with gas, electric, telephone, water, sewer or other utility services.

BOOK 1291 PAGE 164

Overhead cables, poles and wires for public utilities shall be permitted only on such portion of any lot designated for public utilities, but all electric, telephone service and other lines therefrom for any improvements in said subdivision shall be installed and maintained underground. Drainage and such portions so designated as easements shall not be blocked or impaired and any owner of any lot or part thereof in said subdivision shall have the privilege of removing any obstruction blocking or impairing such drainage.

12. These covenants shall be binding upon all parties and all persons claiming through or under them for a period of 25 years from the date these covenants are filed for record, after which time such covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the majority of the then adult owners of record of the lots in said subdivision have been filed for record agreeing to change such covenants in whole or in part.

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

IN WITNESS WHEREOF the undersigned SPRINGFIELD MARINE BANK, a corporation and Trustee as aforesaid, has caused this instrument to be executed in its name and on its behalf by Lee G. Gamage, its Senior Vice President and Trust Officer, attested by its Assistant Cashier, and its corporate seal to be hereunto affixed at Springfield, Illinois this 28th day of February, 1977.

(SEAL)

SPRINGFIELD MARINE BANK, as Trustee under the provisions of a Trust Agreement dated May 18, 1976, and known as Trust Number 53-0776-4

By _____
Senior Vice President & Trust Officer

ATTEST: _____
Assistant Cashier

STATE OF ILLINOIS :
: SS.
COUNTY OF SANGAMON :

I, Karen E. Ingram, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Lee G. Gamage and John M. Thompson, Senior Vice President and Trust Officer and Assistant Cashier, respectively of SPRINGFIELD MARINE BANK, Trustee under the provisions of a Trust Agreement dated May 18, 1976, known as Trust Number 53-0776-4, personally known to me to be the Senior Vice President and Trust Officer and Assistant Cashier respectively, of said Bank, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers

they signed, sealed and delivered the foregoing instrument and caused the corporate seal of said Bank to be affixed thereto as their free and voluntary act and as the free and voluntary act and deed of said Trustee for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors.

Given under my hand and notarial seal this 28th day of February, 1977.

Karen L. Ingram
Notary Public

This instrument prepared by:

Mail → Barber & Barber
P. O. Box 79
Springfield, Illinois 62705

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State of Illinois, } I hereby certify
Sangamon County } ss. that this instrument
was filed for record at 3:40 P.M.
and recorded
in MAR 14 1977 on
Book ____ of ____ Page ____

Recorder of Deeds

7.00

BOOK 1291 PAGE 166