RESTRICTIONS AS TO BUILDING AND USE

Now comes FRANK HAYWARD and IRENE HAYWARD, husband and wife, and GAIL M. WANLESS and MARY LOUISE WANLESS, husband and wife, being the sole legal and equitable owners of

KNOLLWOOD

a subdivision of part of the South Half of the Southeast Quarter of Section 18, Township 17 North, Range 4 West of the Third Principal Meridian in Sangamon County, Illinois and for ourselves, successors and assigns and in consideration of the last development of the aforesaid subdivision and for the mutual benefit of all prospective purchasers do hereby establish the following restrictions as to building and use which shall apply to all of said Knollwood, to-wit:

1. No lot shall be used except for residential purposes.

2. No building shall be erected, allowed, placed or permitted to remain on any lot 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 two cars.

3. No residential building shall be permitted on any lot at a cost of less than $12,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the 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 at the minimum cost stated herein for the minimum permitted dwelling size. Living areas of the main dwelling structures, exclusive of one story open porches and garages, shall conform to the following limitations:

(a) One story single-family dwellings shall have a minimum of 850 square feet of living area.

(b) Single-family dwellings having an above grade level area and a sub-grade level area shall have an above grade level area of not less than 760 square feet of living area and a minimum of four rooms on the above grade level.

(c) Two story single-family dwellings shall have a minimum of 700 square feet of living area on each of the first and second stories.

4. No building shall be erected, placed or altered until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street line than the minimum building setback line unless similarly approved.

The Architectural Control Committee is composed of Frank Hayward, Gail M. Wanless and John Reynolds. A majority of 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 members shall have full authority to designate a successor. Neither the members of the Committee nor its 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.

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In the event that the members of said Committee or their representative or successors fail to approve or disapprove such design and location within 30 days after building plans, specifications and plat plan have been submitted to the, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and this covenant will be deemed to be fully met. All submissions shall be sent to Frank Hayward, Sherman, Illinois.

5. No building shall in any event be located closer to the front lot line and to the side street right of way lines except as indicated by the plat of Knollwood.

6. No residential building, including attached porches, breezeways and garages shall be located nearer than 5 feet to an interior lot line. Driveways, when constructed adjacent to a lot line, shall have a minimum width of 9 feet. The total lot width displacement of building in total shall not exceed 80% of lot width as measured across building at building set back line.

However, garages or other permitted accessory building located 50 feet or more from the minimum building setback line shall be permitted to locate within 5 feet of the interior lot line measured to the exterior foundation face of aforementioned garage or other permitted accessory buildings. Carports shall be classified as garages.

7. Driveways shall be in sequence as herein noted.

(a) Lots platted on the South side of street right-of-way having an East to West directional axis, more or less, shall retain a minimum 9' - 0" strip for driveway purposes measured into the aforementioned lot from the West property line of said lot.

(b) Lots platted on the North side of street right-of-way having an East to West directional axis, more or less, shall retain a minimum 9' - 0" strip for driveway purposes measured into the aforementioned lot from the East property line of said lot.

(c) Lots platted on the West side of street right-of-way having a North to South directional axis, more or less, shall retain a minimum 9' - 0" strip for driveway purposes measured into the aforementioned lot from the North property line of said lot.

(d) Lots platted on the East side of street right-of-way having a North to South directional axis, more or less, shall retain a minimum 9' - 0" strip for driveway purposes measured into the aforementioned lot from the South property line of said lot.

(e) Corner lots shall retain a minimum 9' - 0" strip for driveway purposes measured into the aforementioned lot from either of the inside property lines.

(f) Although each driveway on all lots except corner lots is to be located on the right hand side when facing the lot from the street, a driveway may be located on the left side of a lot on a minimum 9' - 0" strip providing a minimum 7' - 0" strip for side yard is also retained on the right side of the lot.

(g) All driveway approaches from street to sidewalk shall be concrete.

8. Each owner shall operate and maintain on occupancy a gas post light or lantern located at a point described as 12.5 feet from the curb and six feet from the left side of the lot.

Since driveways are to be located on the right side of the lot, all gas services and meters are to be located on the left side of the house.

9. Where no public sewer system is available, individual disposal systems shall be provided on each lot.

The Architectural Control Committee, at its own cost and expense, shall provide the initial purchaser of each lot with the results of at least two percolation tests at the approximate location of the septic system absorption field. Installations shall be based on the test results and be in accordance with the laws of the State of Illinois, Sanitary Water Board.

10. No dwelling shall be erected unless it shall have a site of at least one lot. Nothing shall prevent any purchaser from erecting a dwelling on a site of more than one lot. In the case of the purchase of more than one lot for a dwelling site, the interior lot line restrictions noted in these covenants shall not apply, but shall be individually determined by the Architectural Control Committee, so as to keep harmony with the existing structures as to location.

11. All plans for the location of private swimming pools shall be submitted to the Architectural Control Committee. The Architectural Control Committee's decision as to location shall be controlling notwithstanding any restrictions to the contrary.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All electric utilities and service shall be located in the rear and no lot shall be serviced from the front, either above or below ground.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for these improvements for which a public authority or utility company is responsible.

13. All weeds shall be kept out on sold vacant lots and no such vacant lots shall be permitted to fall into an unsightly condition.

14. 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.

15. 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.

16. 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 five square feet advertising the property for sale or rent by property owner. The Architectural Control Committee shall approve builder's and subdivider's signs.

17. The grade line of said property shall correspond with that of the surrounding property.

18. No spirituous, vinous, or malt liquors shall be sold or kept for sale on said premises.

19. 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 purposes. No dogs shall be kept on any lot until such lot is improved with an inhabitable dwelling.

20. No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage, or other waste shall be kept except 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.

21. 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.

22. 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 periods of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

23. 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.

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

Dated this 12 day of DECEMBER, 1963

Frank Hayward (SEAL)
FRANK HAYWARD

Irene Hayward (SEAL)
IRENE HAYWARD

Gail M. Wanless (SEAL)
GAIL M. WANLESS

Mary Louise Wanless (SEAL)
MARY LOUISE WANLESS

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, BEATRICE FOSTER, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Frank Hayward and Irene Hayward, husband and wife, and Gail M. Wanless and Mary Louise Wanless, husband and wife, each of whom is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and each acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12 day of DECEMBER A.D. 1963.

Beatrice Foster
Notary Public

Recorded this 13th day of Dec. A.D. 1963 at 10:30 A.M. in Book 933 of Deeds on page 273
Sangamon County, Illinois
Was filed for record by Capitol Abstract & Title Co.
Fee $ 1.00
Recorder

4 0984 020

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