

(7)

**PROTECTIVE COVENANTS
MONTVALE, 4TH ADDITION
(SINGLE FAMILY LOTS #29 THROUGH 43)**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, the owners of the land described as Lots 29 through 43 of Montvale, Fourth Addition, have determined to subject said land to the restrictions hereinafter set forth, each of which shall inure to the benefit of and pass with said property, and each every parcel thereof, so that the property legally described in Article I hereof is held, and shall be transferred, sold and conveyed subject to the restrictions, covenants and reservations hereinafter set forth:

ARTICLE I

The real property which is subject to the restrictions, covenants and reservations set forth herein is described as follows:

Lots 29 through 43 of Montvale, Fourth Addition, Sangamon County, Illinois, representing a portion of the plat which has been recorded as document number 94-05777 on February 4, 1994.

ARTICLE II

As a part of the consideration for the conveyance of said lots in the above described addition and as covenants and restrictions running with said real estate and binding upon the present owners of record of said lots in such addition and the heirs, devisees, assigns and legal representatives of the Grantees of said lots in such addition or parts thereof, and for the benefit of any person or persons who may now or may hereafter hold the title to any other lot in Montvale, Fourth Addition, the said Grantees, by accepting the conveyance of any such lot, or parts thereof, covenant and agree for themselves, their heirs, devisees, assigns and legal representatives to follow such restrictive covenants.

1. The purpose of these restrictions is to insure the use of said building sites in Montvale, Fourth Addition, sometimes referred to herein as "such lot", will be used for attractive, single-family residential purposes only.

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SANGAMON COUNTY
ILLINOIS

94-15415

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Mary Ann Sammel
RECORDER

2. Only one detached single-family dwelling and private garage appertaining thereto shall be erected upon each of said lots located within Montvale, Fourth Addition. No use shall be made of such lot except such as is incidental to the occupation thereof for residential purposes by one private family residing in a detached, single-family dwelling.

3. No building shall be erected, altered, placed or permitted to remain on each such lot exceeding 2 1/2 stories in height.

4. Notwithstanding these protective covenants, owners reserve the right to dedicate and/or convey all or part of any such lot for public streets, public utilities or private access purposes.

5. The minimum floor area of any dwelling constructed on each such lot, exclusive of basement, open porches and garages, shall be as follows:

- (a) one-story dwelling: at least 1,450 square feet total;
- (b) story-and-a-half dwelling: at least 1,100 square feet on the ground floor; and
- (c) two-story dwelling: at least 1,700 square feet total, with at least 1,000 square feet on the ground floor.

6. No building, exclusive of eaves and steps, but including open porches, shall be located on any such lot nearer to the front lot line or rear lot line or side line than the minimum building line, as shown on the recorded plat of said Addition. No dwelling shall be located on any building site nearer than 5 feet to any interior lot line.

No detached garage shall be located on any building site nearer than 35 feet from the front of said building set-back line as shown on said plat, nor nearer than 3 feet from any interior building site line.

It is contemplated that a building site, "lot", may consist of parts of more than one lot as platted.

No building site shall be less than 8,000 square feet in size.

Interior lot lines, as used herein, mean the lot lines having no street frontage shown on the recorded plat of said subdivision except when a single building site in said subdivision consists of more than one lot, or parts of more than one lot, contiguous to all or part of another lot or part thereof with the ownership of all of such site in common, then the exterior lines of such building 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 12 feet in width.

7. No spirituous, vinous or malt liquor shall be sold or kept for sale on any such 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 such lot for the facilitation and carrying on of any trade, business or industry.

8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on such lot, except household pets, provided they are not kept, bred or maintained for any commercial purposes, or maintained as a nuisance.

9. No nocuous or offensive activity shall be carried on or upon such lot, nor shall anything be done thereupon which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof; or annoy any occupant of the neighboring property. Such lot, nor any part thereof, shall be used either temporarily or permanently 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 such 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 and so as not to be visible to the public, except when temporarily placed there on trash collection days.

10. No sign of any kind shall be maintained or displayed on such 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.

11. 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 lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee, or its authorized agent, and a copy of said plan and specifications, as finally approved and logged permanently with the Architectural Control Committee.

12. All areas of such lot not occupied by a building, porch, patio, or a driveway and sidewalks, and including that part of the public right of way lying between such lot and the paved part of the street and public sidewalk shall be sodded by Grantee, and landscaped and maintained as a lawn.

13. No fences shall be located closer than the building set back line to any street unless specifically approved by the Architectural Control Committee. No such approval is contemplated, except as to corner lots.

14. Neither Grantee nor any person or persons claiming under Grantee shall at any time raise the grade of any lot or lots herein conveyed above the grade established, or to be established, by Grantor.

15. No commercial vehicle, boat, motor home, trailer, or camper shall be stored on such lot, or on the public streets in such subdivision. Any such items shall be store only inside a garage. Private automobiles will not be permanently kept on the public streets in the subdivision.

16. 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 in detail as to the exterior. 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.

17. No outside television or radio aerial or antenna or satellite dish or other aerial or antenna, for reception or transmission, and no visible outside apparatus designed for solar heat or to heat water by solar energy shall be maintained on the exterior of any such lot, dwelling, or other building without the prior written consent of the Architectural Control Committee. No such consent will be given to locate any such item in the front yard of any such lot.

18. The design of all mail boxes must be approved by the Architectural Control Committee; it is contemplated that all mail boxes not attached to a dwelling will be of substantially identical design.

19. No building, wall, retaining wall, driveway, walk or other structure shall be commenced, installed, or maintained nor shall any addition to 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 lot to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee, or its authorized agent, and a copy of said plan and specifications, as finally approved and logged permanently with the Architectural Control Committee.

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

The Architectural Control Committee shall be initially composed of Carl O. Hoffee, Larry J. Quinn, Leonard W. Sapp and Philip J. Spengler. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor; and after all of the lots in Montvale, Fourth Addition, are sold by the developer, the record owners of a majority of all lots in said subdivision may appoint a new committee to carry out all the duties and responsibilities outlined herein. A majority of the committee may designate a representative to act on behalf of the committee. The committee shall be entitled to stop construction in case of violation of any of these restrictions, and the committee may designate and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.

The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective for twenty-five (25) years from date of recordation. After said twenty-five (25) year period, they shall be automatically extended for successive periods of ten (10) years each unless after said twenty-five (25) year period it is agreed by the vote of a majority

in interest of the then Owners of Lots 29 through 43 of Montvale, Fourth Addition, to change, amend or revoke the restrictions in whole or in part. Each purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided herein, and shall inure to the benefit of any such person or grantee in like manner as though the provisions of this Declaration were recited and stipulated in length in each and every deed of conveyance.

Dated this 11th day of April, 1994.

THE FIRST NATIONAL BANK OF
SPRINGFIELD, as Trustee of
Trust No. 6922, dated
December 16, 1992.

This instrument is executed by FIRST NATIONAL BANK OF SPRINGFIELD, not personally but solely as trustee, as aforesaid. All the covenants and conditions to be performed hereunder by FIRST NATIONAL BANK OF SPRINGFIELD are undertaken by it solely as trustee, as aforesaid and not individually and no personal liability shall be asserted or be enforceable against FIRST NATIONAL BANK OF SPRINGFIELD by reason of any of the covenants, statements, representations or warranties contained in the INSTRUMENT.

L. Larry Thomson
L. LARRY THOMSON
Trust Officer

\Montvale Covenants, 4th Addt'n., Single Fam.\LWS.lc\040194.3

STATE OF ILLINOIS)
) SS:
COUNTY OF SANGAMON)

The foregoing instrument was acknowledged before me this 11th day of April, 1994, by L. Larry Thomson of THE FIRST NATIONAL BANK OF SPRINGFIELD, an Illinois banking corporation, on behalf of the corporation.

Cathy A. Nunn
Notary Public

My Commission Expires:



RETURN TO:
COMMERCIAL REALTY PARTNERS, LTD.
6 1999 Wabash Ave., Suite 206
Springfield, IL 62704
ATTN: Phil Dossett

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94-05777
 MAEL ANN LAMM
 REDEVELOPER
 S. SARGENT & Lundy
 94 FEB 4 AM 10:15

PART OF THE NORTHEAST QUARTER OF SECTION 7,
 TOWNSHIP 13 NORTH, RANGE 3 WEST OF THE THIRD
 PRINCIPAL MERIDIAN, SANGHATI COUNTY, ILLINOIS

AREA - 4.3 ACRES

LEGEND

- VARIOUS CITY AND/or ZONING REGULATIONS
- BOUNDARY LINE
- 100' PER SEC
- 500' PER SEC
- 1000' PER SEC
- 1500' PER SEC
- 2000' PER SEC
- 2500' PER SEC
- 3000' PER SEC
- 3500' PER SEC
- 4000' PER SEC
- 4500' PER SEC
- 5000' PER SEC
- 5500' PER SEC
- 6000' PER SEC
- 6500' PER SEC
- 7000' PER SEC
- 7500' PER SEC
- 8000' PER SEC
- 8500' PER SEC
- 9000' PER SEC
- 9500' PER SEC
- 10000' PER SEC

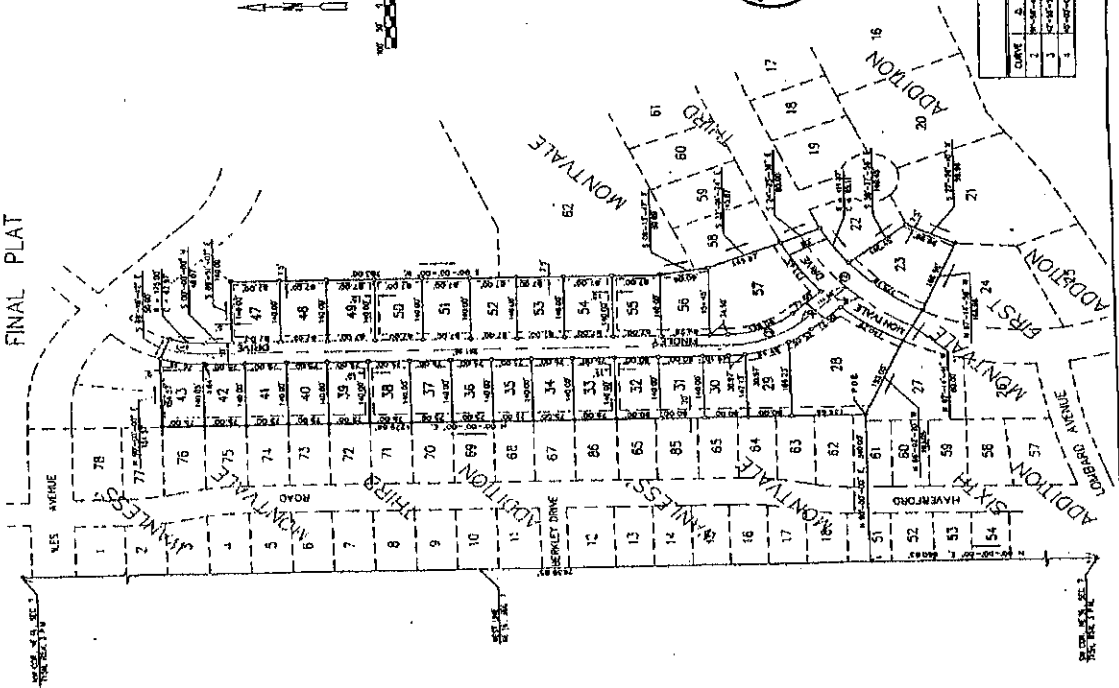
UNLESS OTHERWISE NOTED, ALL DISTANCES
 ARE IN FEET AND DECIMALS THEREOF. THIS PLAN
 IS A PRELIMINARY PLAN AND IS NOT TO BE USED
 FOR THE PURPOSES OF RECORDING THE RESULTS OF SAID
 SURVEY.

DATE: April 26, 1973

PREPARED BY:
 MARTIN ENGINEERING CO.
 CONSULTING ENGINEERS & LAND SURVEYORS
 1320 SOUTH SECOND
 SPRINGFIELD, ILLINOIS

CURVE DATA	
CURVE NO.	1
BEARING	S 89° 15' 00" W
CHORD BEARING	S 89° 15' 00" W
CHORD DISTANCE	100.00
CHORD BEARING	S 89° 15' 00" W
CHORD DISTANCE	100.00
CHORD BEARING	S 89° 15' 00" W
CHORD DISTANCE	100.00

MONTVALE - FOURTH ADDITION FINAL PLAT



CERTIFICATES ATTACHED

THE FINAL PLAT OF THIS SUBDIVISION IS RECOMMENDED TO THE
 CITY COMMISSION APPROVAL BY THE SPRINGFIELD - SANGHATI COUNTY
 REGIONAL PLANNING COMMISSION SUBJECT TO THE CERTIFICATION OF
 THE CITY COMMISSION AND THE REGIONAL PLANNING COMMISSION
 FOR THE SECTION 18.14 OF THE 1968 SPRINGFIELD CODE AS AMENDED.

DATE: APR 26 1973
 SPRINGFIELD SANGHATI COUNTY
 REGIONAL PLANNING COMMISSION
 BY: [Signature]
 CHIEF ENGINEER
 DATE: APR 26 1973
[Signature]
 ATTORNEY AT LAW

NOTES: ALL EASEMENTS ALONG STREET ALIAS ARE 15 FEET
 ALL EASEMENTS ON CURVES ARE CHORD DISTANCES
 ALL EASEMENTS ALONG INTERIOR LOT LINES ARE CONTROLLED
 ON THE LOT LINES
 MINIMUM SETBACK FOR R-2 ZONING IS 15 FEET
 MINIMUM SETBACK FOR R-3 ZONING IS 20 FEET
 MINIMUM SETBACK FOR R-4 ZONING IS 25 FEET
 NO PART OF THIS FINAL PLAT IS TO BE USED FOR THE PURPOSES OF
 RECORDING THE RESULTS OF SAID SURVEY UNLESS IT IS APPROVED BY THE REGIONAL
 PLANNING COMMISSION AND THE CITY COMMISSION.

OWNER:
 MONTVALE JOINT VENTURE
 FIRST NATIONAL BANK OF SPRINGFIELD
 TRUST DEPARTMENT
 DEVELOPER:
 COMMERCIAL REALTY PARTNERS LTD.
 200 WEST WASHINGTON STREET
 SPRINGFIELD, ILLINOIS 62760
 PHONE: 317-751-0077

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