

RESTRICTIVE COVENANTS

Re: John J. Donovan's Tara Hill, First Addition
Part of the Southeast Quarter of the Northwest Quarter of
Section 6, T15N, R5W, 3rd P.M. in Sangamon County, Illinois

The following Restrictive Covenants shall apply to the above addition.

As a part of the consideration for the conveyance of 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 the lots in such addition and the heirs, devisees, assigns and legal representatives of the Grantees of each lot 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 John J. Donovan's Tara Hill First 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 the above-described property, sometimes referred to herein as "such lot," for attractive, single-family residential purposes only.

2. Only one detached single-family dwelling and private garage appertaining thereto shall be erected on such lot. No use shall be made of such 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 such lot exceeding two and one-half stories in height.

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

- (a) one-story dwelling, at least 2,500 square feet total;
- (b) story and a half dwelling, at least 1,800 square feet on the ground floor;
- (c) two story dwelling, at least 2,700 square feet total, with at least 1,500 square feet on the ground floor.

4. No building exclusive of eaves and steps shall be located on such 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.

It is contemplated that some building sites may consist of parts of more than one lot. In particular Lots 15, 16 and 17 may be conveyed as four separate building sites each of which shall be considered a lot for the purposes of these covenants. The easement of record between Lots 15 and 16 may be vacated by the developer without the consent of any lot owner. The developer may create "Lot 32" as part of Lot 17 without the consent of any of the lot owners.

No building site shall be less than 10,000 square feet in size.

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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, 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 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.

5. No spirituous, vinous or malt liquor shall be sold or kept for sale on 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.

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

7. No noxious 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 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.

8. 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.

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 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.

10. All areas of such lot not occupied by a building, a driveway not more than 24' in width and sidewalks, and that part of the public right of way lying

between the paved part of the street and the sidewalk shall be sodded or seeded by Grantee, and landscaped and maintained as a lawn.

11. No fences shall be located closer than the building set back line to any street.

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

13. No commercial vehicle, boat, motor home, trailer, or camper shall be stored on such lot, except inside a garage.

14. 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.

15. No outside television or radio aerial or antenna or satellite dish or other aerial or antenna, for reception or transmission, shall be maintained on the exterior of any lot, living unit, or the common area without the prior written consent of the Architectural Control Committee.

16. 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 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 John J. Donovan. The Committee may designate a representative to act for it. In the event of the 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 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.

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.

17. An easement over a portion of such 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.

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.

18. 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.

It is expressly understood and agreed, that the several restrictive covenants contained herein shall attach to and run with the land, and it shall be lawful not only for grantor, his heirs and assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted, deriving title from or through grantor, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.

Dated this 15th day of October, 1986.

THE FIRST STATE BANK OF SPRINGFIELD, as
Trustee under a Trust Agreement dated
May 14, 1986 known as Trust No. 039

 (SEAL)
Trust Officer

Attest: Susan Shaw
Asst. Cashier

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Ronald E. Wenger, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Robert W. Shaver, as Trust Officer, and SUSAN SHAW, as Cashier of THE FIRST STATE BANK OF SPRINGFIELD, as Trustee under the provisions of a Trust Agreement dated May 14, 1986 known as Trust No. 039, personally known to me to be the Trust Officer and Cashier of said Bank, respectively, 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 seal of said Bank to be affixed thereto, pursuant to authority, given by the Board of Directors of said Bank as their free and voluntary act, and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of October, 1986.

Ronald E. Wenger

Notary Public



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Return to:

Barber, Agatto, Hoffer
Hines & Edwards

P.O. Box 79
Springfield, Ill. 62705



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