

**BUILDING AND USE COVENANTS AND RESTRICTIONS
OF
TIMBERLANE SUBDIVISION PLAT NUMBER 1**

E. KIRK MORGAN and SHIRLEY MORGAN, his wife, and CONNIE CATRON, owners of Timberlane Subdivision Plat Number 1, a subdivision of part of the East Half of the Southwest Quarter of Section Seven (7), Township Fifteen (15) North, Range Four (4) West of the Third Principal Meridian, Sangamon County, Illinois, in consideration of the purchase of any lot therein, covenant and agree with each purchaser or grantee of any lot and with his heirs, devisees, successors in title and assigns, as follows:

1. A lot shall be used exclusively for residential purposes. Only residential single family dwellings and only one garage for use of occupants of the dwelling may be erected on any lot.

2. No residence shall have a ground floor area exclusive of open porches and garage less than 1200 square feet upon lots 1 through 11 and 21 through 23 if one story, 1050 square feet upon any other lot if one story, or 950 square feet upon any lot if more than one story. The residence erected upon lots 4, 5, 6 or 22 shall be no less in height than one and one-half stories or a split-level residence. Specifications and building plans of any residence shall be approved by a majority of an architectural committee composed of E. Kirk Morgan, Shirley Morgan and Connie Catron, or the successor in title to her home located in this half quarter section. In case any committee member at any time shall be unable or desire not to continue to serve on such committee, the two remaining members shall appoint a third member of the committee who shall be an owner of a lot in the subdivision. The architectural committee shall among other relevant factors consider the quality of workmanship and materials, the harmony of external design with existing structures, the topography, finished grade elevations and building lines in reaching a determination, though approval shall not be unreasonably withheld. The cost of any residence upon lots 1 through 11 and 21 through 23 shall be no less than an amount equal to \$25,000 and upon any other lot no less than an amount equal to \$18,500 adjusted by the percentage increase or decrease in the cost of building index of the United States Government in the local area or if unavailable larger area from January 1, 1961 to the nearest date preceding the commencement of building.

3. The front foundation line of any residence and any garage shall be no less than 45 feet or 35 feet from the front line of the lot as shown by the recorded plat. Building foundations of residence and garage shall be no less than 10 feet from inside lot lines. The side foundation line of a residence and garage on a corner lot shall be no less than 25 feet from the lot line adjacent to the street.

4. Utilities shall be installed and maintained as provided in the plat of the subdivision.

5. No trailer, no temporary structure and no basement or garage shall be placed or used on any lot for a residence. Residences and garages shall be completed within twelve months from beginning of construction.

6. No fence shall be erected within any part of the area between the front foundation line of any lot and the street. Any fence erected elsewhere shall not exceed four feet in height and be of a design and material approved by a majority of the Architectural Committee.

7. No sign shall be displayed on any lot except a professional sign not over 144 square inches or a "For Rent" or "For Sale" sign not over 720 square inches.

8. No oil drilling or other mining operation shall be permitted on any lot.

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9. No animals, livestock or poultry of any kind shall be bred or kept on any lot, except that dogs or cats or other household pets may be kept though not for commercial purposes, and shall not be permitted to be on the lots of any person without such person's consent.

10. The owner of a lot shall keep all weeds out before seeds shall form thereon at his expense, in default of which, any owner of any other lot in the Subdivision may have such weeds cut and charge the expense thereof to the owner of the lot with such weeds.

11. No person shall operate a television, radio, recording, high-fidelity or any other instrument at more than normal sound, nor shall any person engage at any time in any loud or offensive activity or do anything which shall cause or maintain a nuisance.

12. Rubbish, trash, garbage or other waste shall be kept in sanitary containers, which shall not be placed on the front of the lot more than the evening before day of removal and shall be taken from the front of the lot on the day of removal of contents. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

13. The foregoing covenants shall run with the land and be binding upon all persons now owning or hereafter acquiring any title or interest in any lot for a period of twenty-five years from the date these covenants are recorded, after which they shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to any change in such covenants.

IN WITNESS WHEREOF, the parties hereto for themselves, their personal representatives, heirs, devisees, assigns and successors in title do hereby execute, affirm and adopt the foregoing building and use covenants and restrictions of Timberlane Subdivision Plat Number 1.

E. Kirk Morgan
Shirley Morgan
Connie Catron

STATE OF ILLINOIS)
County of Sangamon) ss.

I, Ruth Trainor, a Notary Public in and for said County, in the State aforesaid, do hereby certify that E. KIRK MORGAN and SHIRLEY MORGAN, his wife, and CONNIE CATRON, who are 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, including the release and waiver of the rights of homestead.

Witness my hand and Notarial Seal this 6th day of April 1961.



Ruth Trainor
Notary Public

✓ 42533A

State of Nevada,) hereby certifies
Suzanne G. Gentry) that the instrument
was filed for record at 3:26 P.M.
on APR 20 1967 recorded
in Book of 1967

James Smith
RECORDER OF DEEDS

Mailed to
Hogenson & Hoffmann
816 Illinois Building
Springfield, Ill.

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