

RESTRICTIONS AS TO BUILDING AND USE

I, Gail M. Wanless, as trustee under the last Will and Testament of Charles S. Wanless, deceased, and as extended by Decree filed September 17, 1960 in Case No. 89415 in the Circuit Court of Sangamon County, Illinois, being the sole legal and equitable owner of:

Charles S. Wanless, Cherry Hills South, First Flat

Except all coal and minerals with right to mine and remove same, as heretofore conveyed of record.

Situated in the City of Springfield, County of Sangamon and State of Illinois.

and for my successors and assigns, in consideration of the best 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 Charles S. Wanless, Cherry Hills South, First Flat:

1. No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lots or lots or parts thereof exceeding two and one-half stories in height.

2. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of 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.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

No building shall be located on any lot nearer to the front lot line or side line than the minimum setback line as shown on recorded plat of subdivision.

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, shown on the recorded plat of said addition, and nearer than 5 feet to any interior lot line.

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

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

4. 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 foot strip, providing a minimum 7 foot strip for side yard is also retained on the right side of the lot.

13. Continued.

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 Gail M. Wanless, Joseph H. Carroll and Philip J. Spangler. A majority of 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 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 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 them, 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.

14. These covenants shall be binding upon all parties and all persons claiming through or under them for a period of twenty-five years from the date these covenants are filed for record, after which time such covenants shall be automatically extended for successive period of ten years, unless an instrument signed by a majority of the then adult owners of record of said plat in said Addition has been filed for record, agreeing to change such covenants in whole or in part.

15. Invalidation of these covenants by judgment or court order shall, in no wise, affect the other provisions which shall remain in full force and effect.

Dated this 2 day of November, 1965.

Gail M. Wanless (SEAL)
GAIL M. WANLESS, as Trustee under the Last Will and Testament of Charles S. Wanless, Deceased, and as extended by Decree filed September 15, 1960 in Case No. 89415 in the Circuit Court of Sangamon County, Illinois.

STATE OF ILLINOIS

COUNTY OF SANGAMON

I, BEATRICE FOSTER, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that GAIL M. WANLESS, as Trustee under the Last Will and Testament of Charles S. Wanless, deceased, and as extended by decree entered September 15, 1960 in Case No. 89415 in the Circuit Court of Sangamon County, Illinois 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 he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 2 day of November A.D., 1965.

Beatrice Foster
Notary Public

467589

State of Illinois, I hereby certify that this instrument was filed for record at 1410 M. and in NOV 3 1965 recorded on Book 49 Page 300

BOOK 980 PAGE 49

Harold W. J. ...
RECORDER OF DEEDS
Central Nat. Bldg.