

RESTRICTIONS AS TO BUILDING AND USE

I, Gail M. Wanless, as Executor of and Trustee under the last Will and Testament of Charles S. Wanless, deceased, and for my successors and assigns, in consideration of the purchase or other acquisition of any lot or lots situated in Sangamon County, Illinois, to-wit:

Charles S. Wanless' Country Club Acres, as platted by plat filed of record in Office of Recorder of Deeds for Sangamon County, Illinois on July 23, 1956 as entry number 266201 in Book 16 of Plats at Page 45,

except all coal and minerals underlying said land;

and as an inducement thereto, do hereby covenant and agree with each and every purchaser or grantee of any lot or lots in said above described real estate that the following restrictions as to building and use shall be construed as covenants running with the land, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than three cars.
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 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. 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 a 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 set-back line as shown on recorded plat of subdivision.
3. No building, including attached garages, shall be located nearer than 5 feet to an interior lot line provided, however, that the sum of the side yards and the distance between building on adjoining lots shall be not less than 15 feet. Where a side yard is used for driveway purposes, that side yard shall not be less than 10 feet in width.
4. Driveways shall be placed on the right-hand side of all lots in said Subdivision excepting corner lots, which shall be left to the discretion of the owners.
5. 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.
6. The grade line of said property shall correspond with that of the surrounding property and no trailer, basement, tent, shack, garage, barn or other outbuilding placed thereon, shall, at any time, be used as a residence temporarily or permanently.
7. No spirituous, vinous, or malt liquors shall be sold or kept for sale on said premises.

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# 392133

8. 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.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. 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 twenty-five 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 has been recorded, agreeing to change said covenants in whole or in part.

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

IN WITNESS WHEREOF, I, Gail M. Wanless, as Executor of and Trustee under the last Will and Testament of Charles S. Wanless, deceased, have placed my hand and affixed my seal this 4th day of September, 1956.

Gail M. Wanless  
GAIL M. WANLESS, as Executor of and Trustee  
under the last Will and Testament of Charles S.  
Wanless, deceased

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF SANGAMON        )

I, Elizabeth J. Warum, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Gail M. Wanless, as Executor of and Trustee under the last Will and Testament of Charles S. Wanless, deceased, who 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 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 4th day of September,  
A. D., 1956.

Elizabeth J. Warum  
Notary Public

My Commission expires October 30th, 1958.



392133

Mail to  
319 So. 5th  
St. and  
Springfield,  
Illinois

14  
45

State of Illinois, } I hereby certify  
Sangamon County } that this judgment  
was filed for record at 1037 N. W.  
and in SEP 4 1956 recorded  
book \_\_\_\_\_ of \_\_\_\_\_ 611

*Ronald H. Fisher*  
CLERK OF COURTS

*319 So. 5th St.*

*402*

AGREEMENT AND REVISED  
RESTRICTIONS AS TO BUILDING AND USE

This agreement made and entered into by and between Gail M. Wanless,  
as Executor of and Trustee under the Last Will and Testament of Charles S. Wanless,  
deceased, hereinafter referred to as Wanless, and Harry W. Bergmann and Roberta  
M. Bergmann, husband and wife, hereinafter referred to as Bergmann, witnesseth:

Whereas, Wanless, then the sole owner of all of the following-described  
real estate situated in Sangamon County, Illinois and described as:

Charles S. Wanless' Country Club Acres, as platted by plat filed  
of record in the Office of Recorder of Deeds for Sangamon County,  
Illinois on July 23, 1956 as entry number 266201 in Book 16 of  
Plats at Page 45.

Except all coal and minerals underlying said land.

in consideration of the purchase or other acquisition of any lot or lots situated  
in the above-described real estate and as an inducement thereto, did on the 4th  
day of September, 1956 covenanted and agreed in a certain writing with each and  
every purchaser or grantee of any lot or lots in the above-described real estate  
to certain restrictions as to building and use, to be construed as covenants  
running with the land; that said writing setting forth the restrictions was  
filed of record in the Office of Recorder of Deeds for Sangamon County on the  
4th day of September, 1956 as entry number 392133 in Book 754 of Mortgages at  
Page 110.

Whereas, subsequent to said agreement as to restrictions of building and  
use by Wanless, as aforesaid, Wanless by warranty deed dated the 4th day of  
September, 1956, conveyed and warranted the following-described lot situated in  
the above-described real estate, to-wit:

Lot Fifteen in Charles S. Wanless' Country Club Acres, as platted by  
plat filed of record in the Office of Recorder of Deeds for Sangamon  
County, Illinois on July 23, 1956 as entry number 266201 in Book 16  
of Plats at Page 45.

Except all coal and minerals underlying said land.

to Bergmann said warranty deed being filed of record in Office of Recorder of  
Deeds for Sangamon County on the 7th day of September, 1956 as entry number  
266007 in Book 509 of Deeds at Page 117.

Whereas Bergmann as mortgagors did, on the 7th day of September, 1956,  
mortgage and warrant the said:

Lot Fifteen in Charles S. Wanless' Country Club Acres, as platted by  
plat filed of record in the Office of Recorder of Deeds for Sangamon  
County, Illinois on July 23, 1956 as entry number 266201 in Book 16  
of Plats at Page 45.

Except all coal and minerals underlying said land.

85-9-01  
# 406876

to The Illinois National Bank of Springfield, Springfield, Illinois, as mortgage, said mortgage being filed of record in the Office of Recorder of Deeds for Sangamon County on the 7th day of September, 1956 as entry number 392253 in Book 754 of Mortgages at Page 354.

Whereas, Wanless and Bergmann are the sole owners of:

Charles S. Wanless' Country Club Acres, as platted by plat filed of record in the Office of Recorder of Deeds for Sangamon County, Illinois on July 23, 1956 as entry number 266201 in Book 16 of Plats at Page 45.

Except all coal and minerals underlying said land.

as aforesaid, and no person other than the parties hereinabove named have any interest in or title to said real estate or any part thereof, either in possession, reversion, remainder or otherwise.

Now, therefore, in consideration of the mutual promises, one to the other:

1. It is covenanted and agreed by the parties hereto one with the other that the restrictions as to building and use for:

Charles S. Wanless' Country Club Acres, as platted by plat filed of record in the Office of Recorder of Deeds for Sangamon County, Illinois on July 23, 1956 as entry number 266201 in Book 16 of Plats at Page 45.

Except all coal and minerals underlying said land.

dated the 4th day of September, 1956 and filed of record in the Office of Recorder of Deeds for Sangamon County on the 4th day of September, 1956 as entry number 392133 in Book 754 of Mortgages, at Page 110, be and the same hereby are released, discharged, terminated, cancelled, and shall no longer be construed as covenants running with the land and are void and of no force or effect.

2. It is further covenanted and agreed by the parties hereto, in consideration of the purchase or other acquisition of any lot or lots situated in the following-described real estate located in Sangamon County, Illinois, to-wit:

Charles S. Wanless' Country Club Acres, as platted by plat filed of record in the Office of Recorder of Deeds for Sangamon County, Illinois on July 23, 1956 as entry number 266201 in Book 16 of Plats at Page 45.

Except all coal and minerals underlying said land.

and as an inducement thereto, do hereby covenant and agree each with the other and with each and every purchaser or grantee in any lot or lots in said above-described real estate that the following restrictions as to building and use shall be construed as covenants running with the lands:

- (a) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than three cars.
- (b) 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 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. 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 a 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 set-back line as shown on recorded plat of subdivision.
- (c) No building, including attached garages, porch, or carport shall be located nearer than 10 feet to an interior lot line provided, however, that the sum of the side yards and the distance between building on adjoining lots shall be not less than 20 feet. Where a side yard is used for driveway purposes, that side yard shall not be less than 10 feet in width.
- (d) All plans for location of private swimming pools in Charles W. Wanless' Country Club Acres shall be submitted to the office of Charles S. Wanless Trust or Gail M. Wanless for approval prior to any construction.
- (e) Driveways shall be placed on the right-hand side of all lots in said Subdivision excepting corner lots, which shall be left to the discretion of the owners.
- (f) Each lot in Charles S. Wanless' Country Club Acres shall be entitled to one and only one water tap and it not larger than 3/4".
- (g) 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.
- (h) The grade line of said property shall correspond with that of the surrounding property and no trailer, basement, tent, shack, garage, barn or other outbuilding placed thereon, shall, at any time, be used as a residence temporarily or permanently.
- (i) No spirituous, vinous, or malt liquors shall be sold or kept for sale on said premises.
- (j) 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.
- (k) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

- (l) 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 twenty-five 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 has been recorded, agreeing to change said covenants in whole or in part.
- (m) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

In witness whereof, we, Gail M. Wanless, as Executor of and Trustee under the Last Will and Testament of Charles S. Wanless, deceased, and Harry W. Bergmann and Roberta M. Bergmann, husband and wife, have placed our hands and affixed our seals this 3rd day of October, 1958.

Gail M. Wanless (SEAL)  
 GAIL M. WANLESS, as Executor of and Trustee under the Last Will and Testament of Charles S. Wanless, deceased

Harry W. Bergmann (SEAL)  
 HARRY W. BERGMANN

Roberta M. Bergmann (SEAL)  
 ROBERTA M. BERGMANN

STATE OF ILLINOIS }  
 COUNTY OF SANGAMON } SS.

I, Elizabeth J. Warum, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Gail M. Wanless, as Executor of and Trustee under the Last Will and Testament of Charles S. Wanless, deceased, and Harry W. Bergmann and Roberta M. Bergmann, husband and wife, 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 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 3 day of October, 1956.

Elizabeth J. Warum  
 Notary Public



CONSENT OF MORTGAGEE

The Illinois National Bank of Springfield, Springfield, Illinois, mortgagee, as hereinabove set forth, does hereby consent, as such mortgagee, to the termination and cancellation of the restrictions as to building and use to Charles S. Wanless Country Club Acres, dated September 4, 1956 as same are applicable to Lot Fifteen (15) in said subdivision and does likewise consent.

as such mortgagee, that the revised restrictions as to building and use to Charles S. Wanless' Country Club Acres as hereinabove set forth shall be applicable and effective as to Lot Fifteen (15) of said Charles S. Wanless' Country Club Acres, Sangamon County, Illinois.

Dated this 3<sup>rd</sup> day of October, 1958.



(Corporate seal)

THE ILLINOIS NATIONAL BANK OF SPRINGFIELD,  
SPRINGFIELD, ILLINOIS

Richard H. Peters VP  
Title

Attest:

Harry L. Arque  
Title  
Real. Cash.

✓  
406876

I hereby certify  
that this instrument  
Sangamon County  
was filed for record at 10:52 A.M.  
and in 1052 recorded  
in 1052 on 10-6-1958  
book of Page  
of

Ronald J. ...  
Notary Public

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