

3-3-61
#424647

AMENDMENT OF RESTRICTIONS

I, 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, being the sole legal and equitable owner of

Lots 1 to 52, both inclusive, of Charles S. Wanless' Knox Knolls Subdivision, except all coal and minerals with right to mine and remove same, as heretofore conveyed of record, situated in Sangamon County, Illinois

and for my successors and assigns, in consideration or the best development of the aforesaid subdivision and for the mutual benefit of all prospective purchasers do hereby:

I.

Release, cancel and terminate all of the "Restrictions as to Building and Use" as they appear in an Instrument dated June 25, 1960, recorded June 28, 1960 as Document No. 419462 in Volume 844 of Mortgages, page 610.

II.

Lot "A" of Charles S. Wanless' Knox Knolls Subdivision, having been previously omitted and excluded, since said lot was sold to and for the use and purposes of the Illinois Bell Telephone Company, is again excluded and omitted from any of the following restrictions.

III.

As to Lots 5 through 39, both inclusive and Lots 45 through 52, both inclusive, of Charles S. Wanless' Knox Knolls Subdivision, situated in Sangamon County, Illinois, the following restrictions

shall apply:

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 three levels of living quarters in height and a private garage for not more than two cars.

2. No residential building shall be permitted on any lot at a cost of less than \$12,000.00, 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. Living areas of the main dwelling structures, exclusive of one story open porches and garages, shall conform to the following limitations:

- (a) One story single-family dwellings with two bedrooms shall have a minimum of 850 square feet of living area; with three bedrooms, a minimum of 1000 square feet of living area.
- (b) Single-family dwellings having an above grade level area and a sub-grade level area shall have an above grade level area of not less than 760 square feet of living area and a minimum of four rooms on the above grade level.
- (c) Two story single-family dwellings shall have a minimum of 700 square feet of living area on each of the first and second stories.

3. No building shall be erected, placed or altered until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street line than the minimum building set-back line unless similarly approved. The Architectural Control Committee is composed of Gail M. Wunless, Charles J. O'Hara and Joseph H. Carroll. A majority of the 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 the members of the Committee nor its designated repre-

sentative, 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 plot 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. All submissions shall be sent to 426 South Fifth Street, Springfield, Illinois.

4. No building shall in any event be located closer than 25 feet to the front lot line and 25 feet to the side street right of way lines as indicated by the plat of Charles S. Wanless' Knox Knolls Subdivision.

5. No residential building, including attached porches, breezeways and garages shall be located nearer than 3 feet to an interior lot line. Driveways, when constructed adjacent to a lot line, shall have a minimum width of 9 feet. The total lot width displacement of buildings in total shall not exceed 80% of lot width as measured across building at front or rear foundations. However, garages or other permitted accessory buildings located 50 feet or more from the minimum building setback line shall be permitted to locate within 3 feet of the interior lot line measured to the exterior foundation face of aforementioned garage or other permitted accessory buildings. Carports shall be classified as garages.

6. Driveways shall be in sequence as herein noted.

- (a) Lots platted on the South side of Street right-of-way having an East to West directional axis, more or less, shall retain a minimum 9' - 0" strip for driveway purposes measured into the aforementioned lot from the West property line of said lot.
- (b) Lots platted on the North side of Street right-of-way having an East to West directional axis, more or less, shall retain a minimum 9' - 0" strip for driveway purposes measured into the aforementioned lot from the East property line of said lot.
- (c) Lots platted on the West side of Street right-of-way having a North to South directional axis, more or less, shall retain a minimum 9' - 0" strip for driveway purposes measured into the aforementioned lot from the North property line of said lot.

- (d) Lots platted on the East side of Street right-of-way having a North to South directional axis, more or less, shall retain a minimum 9' - 0" strip for driveway purposes measured into the aforementioned lot from the South property line of said lot.
- (e) Corner lots shall retain a minimum 9' - 0" strip for driveway purposes measured into the aforementioned lot from either of the inside property lines.

7. No dwelling shall be erected unless it shall have a site of at least one lot. Nothing shall prevent any purchaser from erecting a dwelling on a site of more than one lot. In the case of the purchase of more than one lot for a dwelling site, the interior lot line restrictions noted in these covenants shall not apply, but shall be individually determined by the Architectural Control Committee, so as to comply with the Zoning Ordinance of the City of Springfield and to keep harmony with the existing structures as to location.

8. All plans for the location of private swimming pools shall be submitted to the Architectural Control Committee. The Architectural Control Committee's decision as to location shall be controlling notwithstanding any restrictions to the contrary.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

10. All weeds shall be kept cut on sold vacant lots and no such vacant lots shall be permitted to fall into an unsightly condition.

11. 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.

12. 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.

13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent by property owner. The Architectural Control Committee shall approve builder's and subdivider's signs.

14. The grade line of said property shall correspond with that of the surrounding property.

15. No spirituous, vinous, or malt liquors shall be sold or kept for sale on said premises.

16. 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. No dogs shall be kept on any lot until such lot is improved with an inhabitable dwelling.

17. No lot shall be used or maintained as a dumping ground for rubbish, and all 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 materials shall be kept in a clean and sanitary condition.

18. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

19. 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 25 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.

20. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

IV.

As to Lots 1 through 4, both inclusive, and Lots 40 through 44, both inclusive, of Charles S. Wanless' Knox Knolls Subdivision, situated in Sangamon County, Illinois, the restrictions noted above in Section III shall apply, except that Section III, 1, shall read as follows:

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 three levels of living quarters in height and a private garage for not more than two cars; or multiple-family dwellings not to exceed two levels of living quarters in height with off street parking facilities for at least one car per family unit.

and except that Section III, 2 shall read as follows:

No single-family dwelling shall be permitted on any lot at a cost of less than \$12,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intencion 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 cost basis of multiple-family dwellings shall be determined by the Architectural Control Committee, and shall be based on the size and number of units, so as to assure quality of workmanship and materials substantially the same or better than that which is used in the single-family dwellings. Living areas of the main dwelling structures, exclusive of one story open porches and garages shall conform to the following limitations:

- (a) One story single-family dwellings with two bedrooms shall have a minimum of 850 square feet of living area; with three bedrooms, a minimum of 1000 square feet of living area.
- (b) Single-family dwellings having an above grade level area and a sub-grade level area shall have an above grade level area of not less than 750 square feet of living area and a minimum of four rooms on the above grade level.

- (c) Two story single-family dwellings shall have a minimum of 700 square feet of living area on each of the first and second stories.
- (d) The living area per unit in multiple-family dwellings shall be determined by the Architectural Control Committee.

and except that Section III, 7 shall read as follows:

No dwelling shall be erected unless it shall have a site of at least one lot. Nothing shall prevent any purchaser from erecting a dwelling on a site of more than one lot. More than one multiple-family dwelling may be erected on any lot upon approval of the Architectural Control Committee. In the case of the purchase of more than one lot for the site of a dwelling or dwellings, the interior lot line restrictions noted in these covenants shall not apply, but shall be individually determined by the Architectural Control Committee, so as to comply with the Zoning Ordinance of the City of Springfield and to keep harmony with the existing structures as to location.

Dated this 3d day of March, 1961.

Gail M. Wanless

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)
) 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 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, 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 3d day of March, A. D. 1961.

Elizabeth J. Warum
Notary Public

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State of Illinois, } I hereby certify
Crawford County } that this instrument
was filed for record at _____ M.
on _____ recorded
MAR - 3 1951 on
Book _____ of _____ Page _____

Ronald F. Sibley
RECORDER OF DEEDS

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