

9-10-61
428917

DECLARATION OF BUILDING RESTRICTIONS
CONCERNING "CHATHAM KNOLLS SUBDIVISION"

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,
E. KIRK MORGAN and SHIRLEY MORGAN, husband and wife, and SOUTH
SPRINGFIELD COMPANY, a corporation organized and existing under
the laws of the State of Delaware, being the owners of all the
real estate contained in Chatham Knolls Subdivision, a part of the
Northeast Quarter of Section 12, Township 14 North, Range 6 West
of the Third Principal Meridian, situated in the County of Sangamon
and State of Illinois;

And for their successors and assigns in consideration of
the purchase or other acquisition of any lot or lots situated in the
said Subdivision and as inducement thereto, do hereby covenant and
agree with each and every purchaser or grantee of any lot or lots in
the 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 building site shall be used except for residential
purposes. No building shall be erected, altered, placed or per-
mitted to remain upon any lot in the subdivision other than one
single family dwelling (not to exceed 2½ stories in height) and a
private garage.

The lots are all unimproved at this time, and only a
new building shall be erected or placed upon a lot.

2. No building shall be permitted upon any building site
which does not have the following minimum number of square feet of
floor space:

- (a) One Thousand (1000) square feet on the first floor, or
- (b) Seven Hundred (700) square feet on each of two floors
of a two story house, or
- (c) Nine Hundred (900) square feet on the first floor
and Four Hundred (400) square feet on the second floor
for a 1½ story house or similar arrangement, or Fourteen
Hundred (1400) square feet aggregate floor space for the
two floors.

3. No building shall be located upon any building site
nearer to the front lot line or nearer to the side street line than

the minimum building set-back lines shown on the recorded plat. No building shall be located nearer than ten (10) feet to an interior building site line, thus having a minimum side yard of not less than ten (10) feet, except that on any lot less than 80 feet in width no building shall be located nearer than 5 feet to an interior building site line, thus having a minimum side yard of not less than 5 feet. No dwelling shall be located on any building site the front of which dwelling is nearer to the rear lot line than the minimum building set-back line shown on the recorded plat, except that the limitation may be removed as to the front set-back line in reference to steps, eaves and open porches upon the written approval of the Improvement Board, and except that the limitation may be removed as to the minimum side yard lines as to steps and eaves upon the written approval of the Improvement Board.

4. 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, nor shall any condition or activity be permitted which will endanger the health or disturb the quiet of any other residents or lot owners. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall 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. Each lot owner shall keep weeds cut and after erection of a dwelling shall establish and maintain a lawn and reasonable landscaping and keep the lawn mowed; and any garden area, except landscaping, shall be located to the rear of the dwelling.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used upon any building site at any time as a residence, either temporarily or permanently. No building shall be occupied for living purposes which is not functionally complete throughout and which is not complete in detail as to the exterior, nor shall any building materials or paint or building equipment be exposed to public view after occupancy as a dwelling.

6 (a). No advertising or signs of any kind shall be placed or suffered to remain upon the premises, except signs of not more than fifteen (15) square feet or of reasonable size, subject to the approval of the Improvement Board, used by a builder, architect, real estate broker or owner to advertise the property during the construction and sales period, and "for sale" or "for rent" signs.

6 (b). No lot owner or occupant shall permit any truck or commercial vehicle to be parked or stored on the lot, in the driveway or in the street in front of or alongside the lot. This shall not prevent the lot owner or occupant from storing a truck or commercial vehicle owned by such owner or occupant or used by him in his business in the garage on the premises.

7. No animals, livestock, poultry, fowl, or game of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

8. 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 in the rear or out of sight from the street.

9. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any lot for the facilitation or carrying on of any trade, business or industry.

10. Easements for installments and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

11. All construction must be diligently pursued to completion within a reasonable period.

12. Nothing contained in this declaration shall be construed to prevent the erection or maintenance by the Declarant, or its duly authorized agents, of structures or signs for the conduct of its business in connection with said property.

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13. There shall be an Improvement Board of three (3) individuals designated by the present owners. In the event of the death, resignation, unwillingness, or incapacity to act of any member or members of the Board, the remaining member or members shall have full authority to designate a successor or successors.

The right and obligations of the Improvement Board hereby created may be delegated and transferred to a not-for-profit corporation whose members shall consist solely of the owners of the property in Chatham Knolls Subdivision, Sangamon County, Illinois, at any time that the Improvement Board shall deem such action advisable. The rights and duties of the Improvement Board shall include, but not be limited to enforcement of the following:

13 (a). No building, fence, wall, pole or other structure or any additions or alterations thereto shall be erected, constructed, altered or maintained upon any portion of any building site, unless a complete set of plans, elevations and specifications and grade elevations therefor are submitted to and approved in writing by the Improvement Board. The Board's approval, or disapproval, as required in this covenant shall be in writing and shall not be unreasonably withheld and, in any event, shall be served upon the owner within thirty (30) days of submission of the plan.

13 (b). Driveways and entrances thereto from the street shall be at least ten (10) feet in width and shall be constructed in accordance with the specifications prescribed by the Improvement Board at the time of the approval of the plans. Without limitation as to other requirements, the Improvement Board may prescribe precautions and specifications for drainage of the driveway and for insuring proper drainage of the street, including the kind and type of culvert that may be proper in connection therewith. Any water tap which shall affect a street shall be installed in accordance with regulations prescribed by the Improvement Board.

14. 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.

NOW, THEREFORE, the said conditions and restrictions are declared in effect, and these covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof, after which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. 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. These covenants, except the restriction to residence purposes, may be modified or extended at any time by an instrument in writing signed by a majority of the owners of the lots in the Subdivision.

DATED this 8th day of September, A.D. 1961.



E. Kirk Morgan



Shirley Morgan

SOUTH SPRINGFIELD COMPANY, a corporation

By 

Its President


ATTEST:



Its Assistant Secretary

428 9/17
rec'd 9/10/1961

STATE OF ILLINOIS }
COUNTY OF SANGAMON } SS.

875 442

I, R. D. S. [Signature], a Notary Public in and for said County and State aforesaid, do hereby certify that E. Kirk Morgan and Shirley Morgan, husband and wife, 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.

Given under my hand and seal this 26 day of September, A.D. 1961.



R. D. S. [Signature]
Notary Public

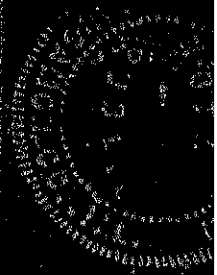
STATE OF ILLINOIS }
COUNTY OF SANGAMON } SS.

I, [Signature], a Notary Public in and for the County and State aforesaid, do hereby certify that A. R. Eveloff and Francis W. Wenzel to me personally known to be, respectively, the President and Assistant Secretary of South Springfield Company, a corporation, personally appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary they signed, sealed and delivered the foregoing instrument and caused the corporate seal of the corporation to be affixed thereto as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth pursuant to the authority of its Board of Directors.

Given under my hand and seal this 3rd day of September, A.D. 1961.



[Signature]
Notary Public



271-216
AMENDMENT TO DECLARATION OF BUILDING
RESTRICTIONS CONCERNING "CHATHAM
KNOLLS SUBDIVISION"

KNOW ALL MEN BY THESE PRESENTS that the undersigned,
E. KIRK MORGAN and SHIRLEY MORGAN, husband and wife, and SOUTH
SPRINGFIELD COMPANY, a corporation organized and existing under
the laws of the State of Delaware, being the owners of all of the
real estate contained in Chatham Knolls Subdivision, a part of the
Northeast Quarter of Section 12, Township 14 North, Range 6 West
of the Third Principal Meridian, situated in the County of Sangamon,
State of Illinois;

And for their successors and assigns in consideration of
the purchase or other acquisition of any lot or lots situated in
said Subdivision and as inducement thereto do hereby amend, change
and alter the Declaration of Building Restrictions affecting the
lots in said Subdivision dated September 8, 1961, filed for record
in the Office of the Recorder of Deeds of Sangamon County, Illinois
on September 19, 1961 as Document No. 428917 and recorded in Book
675 of Mortgages at Page 437 as follows:

Paragraph 1 of the said Declaration is hereby revised,
altered and amended to read as follows:

"1. No building site shall be used except for
residential purposes. No building shall be erected,
altered, placed or permitted to remain upon any lot
in the subdivision other than one single family
dwelling (not to exceed 2½ stories in height) and a
private garage, excepting as hereinafter provided in
Paragraph 14.

The lots are all unimproved at this time, and
only a new building shall be erected or placed upon a
lot."

Paragraph 14 of said Declaration is hereby revised, altered
and amended to read as follows:

"14. In the event an owner of one lot or two
adjoining lots should desire to construct a dwelling
upon said lot or combined lots containing two single
family residential units, then such owner shall submit
a written application to the Improvement Board accompanied
by plans and specifications for the proposed erection
and location of such dwelling and shall submit any and
all such further drawings, specifications or information
as may be required by the said Improvement Board. Thereafter
the Improvement Board shall advise such owner of its
approval or disapproval of such proposed dwelling, said
decision to be furnished within a period of not to exceed
thirty days from the date when such required information
shall have been submitted by owner and the decision of

the Improvement Board shall be final. The Improvement Board may establish any and all such further conditions as it may determine with respect to the location and erection of such dwelling, including the requirement that such dwelling shall be erected only upon a building site which consists of two adjoining lots and in the event of any such approval the owner and builder of such dwelling shall comply in full with any and all such conditions. Upon compliance with the requirements herein set forth the Improvement Board shall issue a certificate of compliance which may be recorded and accepted as full compliance with this covenant. In the event any such application shall be disapproved, the owner may erect upon each lot one single family dwelling as hereinabove provided in Paragraph 1 and other related covenants herein contained."

The foregoing paragraphs shall with the other protective covenants set forth in said Declaration be construed as covenants running with the land for the benefit of each and every one of the owners of a lot or lots in said Subdivision.

This Amendment is not to be construed as affecting any other provision of the said Declaration excepting Paragraphs 1 and 14 thereof and in all other respects the undersigned do hereby ratify and confirm the provisions contained in the Declaration previously filed.

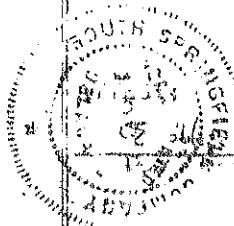
IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals and South Springfield Company, a corporation, has caused this instrument to be executed by its duly authorized officers and its corporate seal hereto affixed pursuant to authority duly given by resolution this 24 day of October, A.D. 1961.

E. Kirk Morgan (SEAL)
E. Kirk Morgan

Shirley Morgan (SEAL)
Shirley Morgan

SOUTH SPRINGFIELD COMPANY, a corporation

Arthur L. Hoff
Arthur L. Hoff



STATE OF ILLINOIS }
COUNTY OF SANGAMON } SS.

878-1252

I, David A. Quinn, a Notary Public in and for said County and State aforesaid, do hereby certify that E. Kirk Morgan and Shirley Morgan, husband and wife, 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.

Given under my hand and seal this 14th day of October, A.D. 1961.

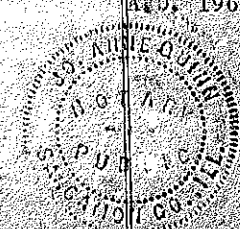


David A. Quinn
Notary Public

STATE OF ILLINOIS }
COUNTY OF SANGAMON } SS.

I, Jo. Anne Quinn, a Notary Public in and for the County and State aforesaid, do hereby certify that A. R. Eveleoff and E. Harold Truitt to me personally known to be, respectively, the Secretary and President of South Springfield Company, a corporation, personally appeared before me this day in person and severally acknowledged that as such Secretary and President they signed, sealed and delivered the foregoing instrument and caused the corporate seal of the corporation to be affixed thereto as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth pursuant to the authority of its Board of Directors.

Given under my hand and seal this 24th day of October, A.D. 1961.



Jo. Anne Quinn
Notary Public

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Notary Public
SANGAMON COUNTY, ILLINOIS
OFFICE 12136

BROWN HAY & STEPHENS
SPRINGFIELD, ILLINOIS