

604097

State of Illinois, } I hereby certify
Sangamon County, } ss. that this instrument
was filed for record at 7:28 P.M.
and JUL 1 1977 recorded
in Book 1306 of M. Page 77.
James C. ...
Recorder of Deeds

PROTECTIVE COVENANTS RELATING
TO "CLAIRESHIRE SUBDIVISION,
PLAT TWO"
Dated

KNOW ALL MEN BY THESE PRESENTS:

That the First National Bank of Springfield, as trustee, under trust agreement dated March 23, 1973, known as Trust No. 3207, being the owner of the land described in Clause I of this declaration and being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the undersigned and its successors and assigns, hereby declares that the property described in Clause I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

CLAUSE I.

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations, and charges with respect to the various portions thereof set forth in the several clauses and subdivisions of this declaration is more particularly described as follows:

Lots Sixty-One to Ninety inclusive, in "Claireshire Subdivision, Plat Two", a subdivision of part of the Northwest Quarter, (1/4) and the Northeast Quarter (1/4) of Section 6, Township 13 North, Range 4 West, of the Third Principal Meridian, situated in the Village of Pawnee, County of Sangamon and State of Illinois.

CLAUSE II.

To insure the best use and most appropriate development and improvement of each building site therein; to protect the owners of building sites against improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations hereof on building sites; to secure and maintain proper set-backs from street and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of building sites therein, the real property described in Clause I hereof is hereby subject to the following conditions, restrictions, covenants, reservations and charges, to-wit:

(a) No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two stories in height, a private garage for not more than three cars and other out-buildings incidental to the residential use of the premises. No one and one half (1 1/2) story dwelling shall be permitted in said subdivision.

(b) No dwelling shall be permitted on any building site at a cost of less than \$30,000.00 exclusive of the cost of the lot, based upon const's levels prevailing on the date

these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be 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 dwelling size. The ground floor area of the main structure, exclusive of one story, open porches and garages, shall be not less than 1,350 square feet for a one story dwelling. Bi-level or two story structures shall have a minimum of 650 square feet of floor area per level. Tri-level dwellings shall have a minimum total of 1,500 square feet of floor area. These minimum floor area restrictions shall be exclusive of garages.

(c) No building, exclusive of eaves and steps, shall be located on any lot nearer than thirty-five (35) feet to the front line. No dwelling shall be located on any lot nearer than eight (8) feet to any interior lot line located to the left of the residence as you face the lot or nearer than ten (10) feet to any interior lot line located to the right of any residence as you face said lot, it being the intention herein that the sideyard requirements shall be not less than eight (8) feet to the left and ten (10) feet to the right of each residence. All garages must be located on the right side of each residence, being the right side as one faces the residence.

(d) All driveways must be constructed by either black-topping or concrete and must be completed within one year after occupancy.

(e) Any oil or gas tanks used for residences and located outside of the residence must be located in the rear of the lot and not in the sideyards.

(f) Unattached garages must be not less than five (5) feet off the interior lot lines and not less than fifteen (15) feet from the rear of the home.

(g) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(h) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence either temporarily or permanently.

(i) No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(j) No sign of any kind shall be displayed to the public view on any building site 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, or signs used by a builder to advertise the property during the construction and sales period.

(k) No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

(l) No building site 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.

(m) No fence, wall, hedge or shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above the paved surface of the nearest adjacent vehicle roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the respective straight street property lines extended to their intersection and a line between points on said straight street lines, which points are 25 feet from said intersection. No tree shall be permitted to remain within such triangular area unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines at said elevations.

CLAUSE III.

"Building site", as used in this instrument, means all or any part of any single tract of land, all of which is owned by the same person or persons.

CLAUSE IV.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1997, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument in writing, executed by the then record owners of a majority in area of the land within the boundaries of said lots shall have been recorded in the office of the Recorder of Deeds of said County agreeing to change or revoke said covenants in whole or in part.

CLAUSE V.

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.

CLAUSE VI.

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.

CLAUSE VII.

The undersigned certifies and covenants that it holds title to all said land is authorized to execute this instrument.

IN WITNESS WHEREOF, First National Bank of Springfield as Trustee has caused this instrument to be executed this 30th day of June, A. D., 1977.

ATTEST

FIRST NATIONAL BANK OF SPRINGFIELD,

BY: William E. Thompson
Trust Officer



Prepared By Tom. Sonneborn
Sp. D. II.

Mailed to: George Beany,
1227 So. 4th St
Spfld.

BOOK 1306 PAGE 77

607797

DOC R. RECORDED

1977 SEP -6 AM 8 10

Mary Ann Larson
REGISTERED OF DEEDS
SANGAMON COUNTY, ILL.

AMENDED
PROTECTIVE COVENANTS RELATING
TO "CLAIRESHIRE SUBDIVISION,
PLAT TWO"
Dated August 28, 1977

KNOW ALL MEN BY THESE PRESENTS:

That the First National Bank of Springfield, as trustee, under trust agreement dated March 23, 1973, known as Trust No. 3207, being the owner of the land described in Clause I of this declaration and being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the undersigned and its successors and assigns, hereby declares that the property described in Clause I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

CLAUSE I.

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations, and charges with respect to the various portions thereof set forth in the several clauses and subdivisions of this declaration is more particularly described as follows:

Lots Sixty-One to Ninety inclusive, in "Claireshire Subdivision, Plat Two", Part of Lots 5 and 7 of the estate of Garred Young filed in the Circuits Clerks Office of Sangamon County, Illinois in Plat Book 1, Page 150, being part of the N.W. 1/4 and S.W. 1/4 of Sec. 6, T13N, R4W of the 3rd P.M. described as follows:
Beginning at a found pipe marking the center of said Sec. 6, also being the Southeast corner of Lot 5; thence S00°-00'E 1394.02 feet; thence N89°-48'-10"W 352.06 feet; thence N00°-00'W 1423.46 feet; thence S90°-00'E 352.06 feet; thence S00°-00'E 30.66 feet to the point of beginning containing 11.509 acres, more or less, situated in the Village of Pawnee, County of Sangamon and State of Illinois.

CLAUSE II.

To insure the best use and most appropriate development and improvement of each building site therein; to protect the owners of building sites against improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearance; to encourage and secure the erection of attractive homes with appropriate locations hereof on building sites; to secure and maintain proper set-backs from street and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of building sites therein, the real property described in Clause I hereof is hereby subject to the following conditions, restrictions, covenants, reservations and charges, to-wit:

(a) No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two stories in height, a private garage for not more than three cars and other out-buildings incidental to the residential use of the premises. No one and one half (1 1/2) story dwelling shall be permitted in said subdivision.

(b) No dwelling shall be permitted on any building site at a cost of less than \$30,000.00 exclusive of the cost of the lot, based upon costs levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be 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 dwelling size. The ground floor area of the main structure, exclusive of one story, open porches and garages, shall be not less than 1,350 square feet for a one story dwelling. Bi-level or two story structures shall have a minimum of 640 square feet of floor area per level. Tri-level dwellings shall have a minimum total of 1,500 square feet of floor area. These minimum floor area restrictions shall be exclusive of garages.

(c) No building, exclusive of eaves and steps, shall be located on any lot nearer than thirty-five (35) feet to the front line. No dwelling shall be located on any lot nearer than eight (8) feet to any interior lot line located to the left of the residence as you face the lot or nearer than ten (10) feet to any interior lot line located to the right of any residence as you face said lot, it being the intention herein that the sideyard requirements shall be not less than eight (8) feet to the left and ten (10) feet to the right of each residence. All garages must be located on the right side of each residence, being the right side as one faces the residence.

(d) All driveways must be constructed by either black-topping or concrete and must be completed within one year after occupancy.

(e) Any oil or gas tanks used for residences and located outside of the residence must be located in the rear of the lot and not in the sideyards.

(f) Unattached garages must be not less than five (5) feet off the interior lot lines and not less than fifteen (15) feet from the rear of the home.

(g) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(h) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence either temporarily or permanently.

(i) No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(j) No sign of any kind shall be displayed to the public view on any building site 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, or signed sued by a builder to advertise the property during the construction of sales period.

(k) No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

(l) No building site 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.

(m) No fence, wall, hedge or shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above the paved surface of the nearest adjacent vehicle roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the respective straight street property lines extended to their intersection and a line between points on said straight street lines, which points are 25 feet from said intersection. No tree shall be permitted to remain within such triangular area unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines at said elevations.

CLAUSE III.

"Building site", as used in this instrument, means all or any part of any single tract of land, all of which is owned by the same person or persons.

CLAUSE IV.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1997, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument in writing, executed by the then record owners of a majority in area of the land within the boundaries of said lots shall have been recorded in the office of the Recorder of Deeds of said County agreeing to change or revoke said covenants in whole or in part.

CLAUSE V.

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.

CLAUSE VI.

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.

CLAUSE VII.

The undersigned certifies and covenants that it holds title to all said land and is authorized to execute this instrument.

IN WITNESS WHEREOF, First National Bank of Springfield as
Trustee has caused this instrument to be executed this 31st
day of August, 1977.

FIRST NATIONAL BANK OF SPRINGFIELD
as Trustee Under Trust Agreement Dated
March 23, 1973, known as Trust No. 3207
By: Marshall J. Summers
Vice President & Trust Officer

Prepared by Atty Thos. Sonneborn
return to: George Reavy Jr.
1227 So. 6th
Spfld
