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JOINT EASEMENT, COVENANTS and RESTRICTIONS
CURTIS SUBDIVISION, SANGAMON COUNTY, ILLINOIS

TIMOTHY A. CURTIS and DEBRA J. CURTIS, as sole owners of the following described property:

Lots 1, 2, 3 and 4 of "Curtis Subdivision," a Subdivision of part of the East Half of the Northwest Quarter of Section 10, Township 15 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, as shown on the Plat of Subdivision recorded DEC 27 1993 as Document No. 93-59678.

hereby declare and submit said Lots 1, 2, 3 and 4 to the following easements, covenants and restrictions:

A. JOINT EASEMENT FOR INGRESS AND EGRESS

Lots 1, 2, 3 and 4 are granted a mutual and common easement for ingress and egress over the following property:

The East 291 feet of the South 20 feet of Lot 3, as measured from the center of Township Road 6.5; and

The East 291 feet of Lot 1, being a strip of land 20 feet wide, as measured from the center of Township Road 6.5, said 20 by 291 foot strip lying immediately south of the easement area of Lot 3.

All four lots shall be entitled to use the existing gravel driveway, approximately 8 feet wide, located on the above easement.

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All four lot owners shall share equally in the maintenance of the driveway, as existing or as improved.

On the affirmative vote of the owner(s) of three lots, the driveway may be widened or upgraded to asphalt or some other permanent surface. All four lot owners shall contribute equally to the cost of improvements and continued maintenance.

B. COVENANTS AND RESTRICTIONS APPLYING TO LOTS 1, 2, 3 and 4

1. Access limitation. All 4 lots are limited to access Township Road 6.5 East only in and at the joint easement area described above. Any other direct access to 6.5 East is specifically prohibited.

2. No residence, except as hereinafter stated, shall have less than One Thousand Eight Hundred (1800) square feet of inside floor space, not including attic or basement if a one-story house, nor less than 2000 square feet if a two-story house, or be of quality less than required by the Federal Housing Administration.

3. Any sign located on the property shall be no larger than nine square feet. The top of any sign shall be no more than four feet above the ground. Signs may be back-lit, but may not be electrified.

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4. Each lot shall be periodically mowed to control weeds and keep general plant growth to no more than two feet in height. Rubbish, trash, garbage or other waste shall be kept 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.

5. Not more than one residence shall be erected or constructed upon any lot nor shall any lot be subdivided into smaller lots to avoid the intent of this paragraph, but portions of lots may be conveyed to adjoining lot owners as long as the portions to be conveyed are contiguous to the owned lot of the prospective owner.

C. COVENANTS and RESTRICTIONS APPLYING TO LOTS 2, 3 and 4

1. Building set back lines: The set-back lines for the foundations of any buildings shall be as follows:

a. Lot 2 - the North 20 feet and the East 60 feet (measured from the center of Township Road 6.5 East); and

b. Lot 3 - the West 20 feet, the East 20 feet and the South 40 feet (i.e., 20 feet north of the North line of the joint easement area; and

c. Lot 4 - the South 20 feet, the West 20 feet and the East 60 feet (measured from the center of Township Road 6.5 East).

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2. All tracts shall be used exclusively for the purpose of single-family residences, except that a house occupation may be conducted on the premises. Accessory building incidental to the above uses may be constructed on the premises.

3. No trailer, no temporary structure, no basement or garage shall be placed or used on any lot for a residence. Residences, garages and out-buildings shall be completed within one year from beginning of construction.

4. A "home occupation" is an occupation or profession customarily carried on in a dwelling unit or in an accessory building by a person or persons residing in that dwelling unit, and which is clearly incidental or secondary to the residential use of the dwelling unit and does not involve the conduct of a retail business. In addition, there shall be no exterior storage of materials, no signage or exterior displays except as permitted above, and no other indication of the home occupation, or variation of the residential character of the principal building.

5. No animals, livestock or poultry of any kind shall be bred or kept on any lot, except that dogs, cats or other household pets may be kept, though not for commercial purposes such as breeding, training or boarding. Such

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animals shall not be permitted to be on the lot of any person without such person's consent.

6. No part of any lot shall be used or occupied injuriously to affect the use, occupation, or value of the adjoining or adjacent premises for residential purposes.

7. The exterior covering of all outbuildings shall be identical to or complementary to the covering of the residence.

D. These restrictions shall be for the mutual benefit of each succeeding owner of each tract and shall be enforceable at law and equity by the owner of any single tract for money damages and/or to restrain further violations.

E. The foregoing covenants shall run with the land and be binding on all persons now owning or hereafter acquiring any title or interest in any lot for a period of Twenty (20) years from the date these covenants are recorded, after which they shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by the majority of the then owners of lots has been recorded agreeing to any change easing the restrictions of such covenants.

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F. If one or more of these covenants and restrictions is held unenforceable, the rest shall remain applicable to the tracts.

Executed on Dec, 27, 1993 by TIMOTHY A. CURTIS and DEBRA J. CURTIS, owners

Timothy A. Curtis
Debra J. Curtis

STATE OF Illinois
COUNTY OF Sangamon

Acknowledged and signed before me, Gail Lynn Frank, by Timothy & Debra Curtis, personally known to me to be the same person whose name is subscribed above, as being executed as a free and voluntary act for the use and purposes set forth, including the release and waiver of the right to homestead.

Gail Lynn Frank Dated: 12/27, 1993 (SEAL)
Notary Public



RETURN To:
Debra Curtis
1335 N. Oak
Rochester, IL
62563

SANGAMON COUNTY
ILLINOIS

93-59679

93 DEC 27 PM 4:04

Mary Ann Samuel
RECORDER

17-
106

000851

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rj

SANGAMON COUNTY
ILLINOIS

98-28239

98 JUN -1 AM 8:40

Mary Lou Sammel

**JOINT EASEMENT, COVENANTS AND RESTRICTIONS
CURTIS SUBDIVISION, SANGAMON COUNTY, ILLINOIS**

This document replaces, making null and void any Joint Easement, Covenants and Restrictions for Curtis Subdivision, Sangamon County, Illinois that was recorded before it.

TIMOTHY A. CURTIS and DEBRA J. CURTIS, as sole owners of the following described property:

Tract 1, 2 and 3 of "Curtis Subdivision," a Subdivision of part of the East Half of the Northwest Quarter of Section 10, Township 15 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, as shown on the Plat of Subdivision recorded JUN - 1 1998 as Document No. 98-28238.

hereby declare and submit said tracts 1, 2, and 3 to the following easements, covenants and restriction:

A. JOINT EASEMENT FOR INGRESS AND EGRESS

Tracts 1, 2, and 3 are granted a mutual and common easement for ingress and egress on the 20 feet between Tracts 1 and 3 as shown on the Plat of Survey dated May, 1998.

All three tracts shall be entitled to use the existing gravel driveway located on the above easement.

All three tracts owners shall share equally in the maintenance of the first 125 feet of driveway starting at the pins in the road, as existing or as improved.

On the affirmative vote of the owner(s) of two tracts, the driveway may be upgraded to asphalt or some other permanent surface. All three tract owners shall contribute equally to the cost of

improvements and continued maintenance of the first 125 feet starting at the pins in the road.

B. COVENANTS AND RESTRICTIONS APPLYING TO TRACTS 1,2 AND 3

1. No residence, except as hereinafter stated, shall have less than One Thousand Eight Hundred (1800) square feet of inside floor space, not including attic or basement if a one-story house, nor less than Two Thousand (2000) square feet if a two-story house.
2. Rubbish, trash, garbage or other waste shall be kept 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.
3. Not more than one residence shall be erected or constructed upon any tract nor shall any tract be subdivided into smaller tracts to avoid the intent of this paragraph, but portions of tracts may be conveyed to adjoining tract owners as long as the portions to be conveyed are contiguous to the owned tract of the prospective owner.

C. COVENANTS AND RESTRICTIONS APPLYING TO TRACTS 1 AND 2

1. All tracts shall be used exclusively for the purpose of single-family residences, except that a house occupation may be conducted on the premises. Accessory building incidental to the above uses may be constructed on the premises.

Return to:
Debra Curtis
1335 N. Oak
Rochester, FL 62563

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2. No trailer, no temporary structure or garage shall be used on any lot for a residence.

Residences, garage and out-buildings shall be completed within one year from beginning of construction.

3. A "home occupation" is an occupation or profession customarily carried on in a dwelling unit or in an accessory building by a person or persons residing in that dwelling unit, and which is clearly incidental or secondary to the residential use of the dwelling unit and does not involve the conduct of a retail business. In addition, there shall be no exterior storage of materials, or variation of the residential character of the principal building.

4. No animals, livestock or poultry of any kind shall be bred or kept on any tract, except that dogs, cats or other household pets may be kept, though not for commercial purposes such as breeding, training or boarding. Horses shall be permitted and all County restrictions must be followed.

5. The exterior covering of all outbuildings shall be identical to or complementary to the covering of the residence.

6. Fences shall be chain link or wood.

D. These restrictions shall be for the mutual benefit of each succeeding owner of each tract and

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shall be enforceable at law and equity by the owner of any single tract for money damages and/or to restrain further violations.

E. The foregoing covenants shall run with the land and be binding on all persons now owing or hereafter acquiring any title or interest in any tract for a period of Twenty (20) years from the date these covenants are recorded, after which they shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by the majority of the then owners of tracts has been recorded agreeing to any change easing the restrictions of such covenants.

F. If one or more of these covenants are restrictions is held unenforceable, the rest shall remain applicable to the tracts.

Executed on June 1, 1998 by TIMOTHY A. CURTIS and DEBRA J. CURTIS, owners

Debra J. Curtis
Timothy A. Curtis

State of Illinois
County of Sangamon

Acknowledged and signed before me, R. PETE PARNELL, by TIMOTHY A. CURTIS & DEBRA J. CURTIS, personally known to me to be the same person whose name is subscribed above, as being executed as a free and voluntary act for the use and purposes set forth, including the release and waiver of the right to homestead.

JUNE 1 Dated: _____, 1998 (SEAL)

R. Pete Parnell



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— NOTICE —

Doc. # 98-28238

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DESCRIPTION PLAT OF SURVEY-TRACT SURVEY

FOR CURTIS SUB. P4E 1/2 NW 1/4 SEC 10, T15N R4W

3^{PM}

DATE: 6 — 1 — 98

CABINET G — 123B



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