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SANGAMON COUNTY  
ILLINOIS

95-30999

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*Mary Ann Sammel*  
RECORDER

**COVENANTS AND  
RESTRICTIONS  
PERTAINING TO BUILDING  
AND USE OF LOTS IN  
FOREST VIEW, PLAT II,  
SUBDIVISION**

*KNOW ALL MEN BY  
THESE PRESENTS*, that THOM  
BRAN, INC., an Illinois  
corporation, being the owner of  
Forest View, Plat II, a subdivision of part of the Northeast Quarter of the Southeast  
Quarter and part of the Southeast Quarter of the Northeast Quarter of Section 31,  
Township 17 North, Range 7 West of the Third Principal Meridian, Sangamon County,  
Illinois, as platted by the Plat recorded in the Office of the Recorder of Deeds of  
Sangamon County, Illinois, on September 13, 1995, in Volume \_\_\_\_\_ of Plats at Page  
\_\_\_\_\_, as Entry No. 95-30998, and in consideration of the purchase or other acquisition  
from it of any part or portion of said real estate, and as an inducement thereto, hereby does  
covenant and agree with each and every purchaser or grantee of any part of said real  
estate, and with his or their heirs, grantees and assigns, that the following restrictions  
pertaining to building and use shall be covenants running with the land. Except as  
otherwise noted, the restrictions stated hereafter shall be applicable to all lots in Plat II:

1. As to lots 41 to 49 inclusive:
  - a. No lot shall be used except for single family or multiple family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or lots or part or parts thereof exceeding two and one-half stores in height.
  - b. To the extent that any of said lots shall be used for single family

residential purposes:

The total floor area of the main structure, exclusive of basement, one-story open porch and garage shall be not less than 1500 square feet for one-story dwelling nor less than 1900 square feet for a two-story dwelling, nor less than 1700 square feet for a bi-level or tri-level dwelling. The garage shall be attached to the residence building and shall be used primarily for the storage of motor vehicle or vehicles. Same shall be constructed to accommodate a minimum of two automobiles.

2. No building exclusive of eaves and steps shall be located on any lot nearer to the front lot line or side line on corner lots than the minimum set-back line shown on the recorded plat of said subdivision, nor nearer than five (5) feet to any interior side lot line.

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building placed on any lot during construction shall, at any time, be used as a residence, temporarily or permanently. Except for temporary buildings during construction, no structure of any kind shall be erected upon subject premises except residential building and garage.

4. All vacant lots shall be kept free of weeds and shall not be permitted to fall into an unsightly condition. They shall be mowed regularly by the owner or may be mowed by the subdivider and billed to the owner.

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

6. 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.

7. No lot, or any part thereof, shall be used, either temporarily or permanently,

to sell, store, or accumulate used cars, parts therefrom or junk of any kind or character whatever. Rubbish, trash, garbage or other waste shall not be kept on any lot except temporarily and all such rubbish, trash, garbage, or other waste shall be kept 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.

8. As to Lots 40 to 49 inclusive, no sign of any kind shall be maintained or displayed on any lot except one sign of not more than one square foot in area, identifying the occupants of the dwelling, one sign of not more than five square feet in area advertising the property for sale or rent, and signs used by contractors during the construction of any improvements thereon.

9. Any easement over that portion of any lot between the boundary thereof and the easement line shown on the recorded plat of said subdivision is hereby reserved for drainage and the use of public utility companies and others to install, lay, construct, renew, operate and maintain pipes, conduits, cables, poles and wires, either overhead or underground, for the purposes of providing any property in said subdivision with gas, electric, telephone, water, sewer or other utility service. Overhead cables, poles and wires for public utilities shall be permitted only on such portion of any lot designated for public utilities, but all electric, telephone or other utility or service lines for individual improvements in said subdivision shall be installed and maintained underground. Drainage in such portion so designated as an easement shall not be blocked or impaired and any owner of any lot or part thereof in said subdivision shall have the privilege of removing any obstruction blocking or impeding such drainage.

10. Each residence or other building shall provide for individual sewage disposal which shall be sized, designed and constructed to not less than the minimum requirements or recommendations promulgated by law or regulations of the State of Illinois, Department of Public Health. For example, all septic tanks and disposal fields shall be sized, designed

and constructed in accordance with Circular No. 4.002 entitled "Septic Tanks, Sewage Systems of Single Family Homes in Rural and Suburban Areas," published by the State of Illinois, Department of Public Health, or any successor circulars or publications upon the same subject published by the State of Illinois.

11. As to Lots 41 to 49 inclusive, the owner shall be required to purchase and plant landscaping materials to consist of not less than two trees in the front yard plus shrubs and bushes all having a purchase value of not less than Five Hundred Dollars (\$500). Said amount shall be exclusive of the cost of grass sod or seed. The front yard shall be graded and seeded no later than three months after completion of construction of the residence.

12. No building shall be erected, altered, placed or permitted to remain on any lot until the construction plans and specifications and a plan showing the location of the structure, as well as a plan showing the location size and construction plans for septic and disposal fields, as well as a landscaping plan have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation, and as to sewage disposal systems, compliance with Paragraph 10 hereof. The Architectural Control Committee shall consist of three persons who shall be the President, Vice-President and Secretary of THOM BRAN, INC.

13. Construction shall be commenced within one (1) year after purchase. Construction shall be completed within one (1) year of initial excavation. An extension of time may be granted only by the subdivider. In the event either of said covenants are violated except for causes beyond the control of the purchaser or his assigns, THOM BRAN, INC., an Illinois corporation, and/or any other purchaser or grantee of any part of the real estate covered by these covenants and restrictions, and its or their heirs, grantees and assigns, shall have the right to enforce these covenants by suit at law or in

equity.

14. Tanks, pipes and other apparatus for fuel storage on any lot shall be located to the rear of the dwelling and concealed from view from any direction by fence or ornamental plantings.

15. All driveways will be a minimum of ten feet (10') in width and shall be constructed by one of the following methods:

- a. Portland Cement Concrete four inches (4") thick; or
- b. Bituminous Concrete five inches (5") thick; or
- c. Five inch (5") thick crushed stone base course sealed with at least one application of liquid asphalt and one application of half inch (½") seal coat aggregate.

16. All mail boxes and assorted posts shall be similar in appearance and shall be approved by the Architectural Control Committee prior to purchase and installation.

17. Except to the extent that a more restrictive or stringent covenant or restriction shall be contained within these Covenants and Restrictions in which case same shall be applicable and shall control, full compliance shall be made with all zoning and subdivision requirements of the Village of Pleasant Plains and all other applicable laws, ordinances and regulations.

These covenants shall be binding upon all parties and all persons claiming by, through or under them for a period of twenty-five (25) years from the date these covenants are filed for record, after which time such covenants shall be automatically extended for successive period of ten (10) years, unless an instrument signed by a majority of the then owners of record of Forest View, Plat II, has been filed for record, agreeing to change such covenants in whole or in part.

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

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals at Springfield, Illinois, this 13<sup>th</sup> day of September, A.D., 1995.

THOM BRAN, INC., an Illinois Corporation

BY: Gordon R Thomas  
Its President

ATTEST:

BY: Evelyn M Thomas  
Its Secretary

(Corporate Seal)

STATE OF ILLINOIS            )  
                                          ) SS.  
COUNTY OF SANGAMON        )

I, the undersigned a Notary Public, in and for said County and State aforesaid, do hereby certify that GORDON R. THOMAS, President of THOM BRAN, INC., personally known to me to be the same person and acknowledge that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth and that said instrument was attested by EVELYN M. THOMAS, Secretary of THOM BRAN, INC.

Given under my hand and official seal this 13<sup>th</sup> day of September, A.D., 1995.

Patsy K. Mester  
Notary Public

PREPARED BY AND  
RETURN TO:

Robert C. Walbaum  
Barrister Building  
1231 South Eighth Street  
Springfield, IL 62703  
(217) 789-0911

