

AGREEMENT MODIFYING COVENANTS

This 12th day of June, 1962; Oscar C. W. Carls and Dorothy E. Carls, husband and wife of R. R. #5, Springfield, Sangamon County, Illinois, First parties; Chester Evans and his wife Phyllis M. Evans of Sangamon County, Illinois, Second parties; Elmer Cramer and his wife Gladys Cramer, of Greenview, Menard County, Illinois, third parties; and Bennie L. Chastain and Sharon L. Chastain, husband and wife of the City of Springfield, Sangamon County, Illinois, fourth parties, who are the owners of record of all 32 lots in "Green Acres" subdivision, which is a part of the Northeast Quarter of the Southeast Quarter of Section 29, Township 17 North, Range 5 West of the 3rd P.M. in Sangamon County, Illinois, the plat of said Subdivision appearing of record in the Sangamon County Recorder's Office on November 7, 1960 as document #286271, contract and agree:

WHEREAS, First parties are the owners of record of Lots 1 and 2 of said Subdivision; Second parties are the owners of record of Lot 3 thereof; Third parties are the owners of record of Lots 4 through 32, both inclusive, of said Subdivision; and Fourth parties are the contract purchasers from third parties of Lots 6, 24, 28, 31, and 32 thereof;

Now therefore, said parties, for their mutual benefit, agree to a modification of the restrictive covenants for Lots of said Subdivision, as shown in a certain deed from Elmer Cramer, et ux, to Bennie L. Chastain and Sharon L. Chastain as shown in the Recorder's Office for Sangamon County, Illinois in Book 563 of Deeds at pages 687, 688, 689, and 690 as document #291107, and as incorporated by reference in subsequent deeds to the respective Lots 1, 2, and 3; said modification to be effective from this day forward for all the lots in said Subdivision, to-wit:

A. Covenant number 11 entitled "Conveyance" and covenant number 12 entitled "Mortgage" are stricken therefrom and said covenants #11 and #12 shall henceforth be void and of no effect.

B. Covenants #11 and #12 shall henceforth be and read: The restrictive covenants herein contained shall be in force and effective for a period of 25 years from and after December 6, 1961; and thereafter unless modified in writing by the owners of record of a majority of the Lots in this subdivision, for three continuous and successive periods of 10 years each.

IN WITNESS WHEREOF the Parties hereto have set their hands and seals the day and year first above written.

Oscar C. W. Carls (SEAL)

Dorothy E. Carls (SEAL)

Chester Evans (SEAL)

Phyllis M. Evans (SEAL)

Elmer Cramer (SEAL)

Gladys Cramer (SEAL)

Bennie L. Chastain (SEAL)

Sharon L. Chastain (SEAL)

STATE OF ILLINOIS)

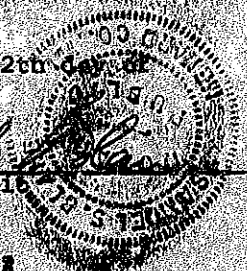
SS.

COUNTY OF MENARD)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Oscar C. W. Carls and Dorothy E. Carls, husband and wife; Chester Evans and his wife, Phyllis M. Evans; Elmer Cramer and his wife Gladys Cramer; and Bennie L. Chastain and Sharon L. Chastain, husband and wife; 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 Notarial seal, this 12th day of June, A.D. 1962.

Samuel L. [Signature]
Notary Public



I hereby certify that the foregoing instrument was duly recorded in the office of the Recorder of Deeds for Menard County, Illinois, on this 12th day of June, 1962.

JUN 11 1962

[Signature]
Recorder of Deeds

435188

17 Pubs
96

JOINT TENANCY WARRANTY DEED

The Grantor ELMER CRAMER and his wife GLADYS CRAMER, of the Village of Greenview in the County of Menard and State of Illinois, for and in consideration of other good and valuable consideration and TEN (\$10.00) DOLLARS in hand paid, CONVEY and WARRANT to BENNIE L. CHASTAIN and SHARON L. CHASTAIN, husband and wife, of the City of Springfield, County of Sangamon and State of Illinois, not as tenants in common but as JOINT TENANTS, with the right of survivorship as at common law, the following described Real Estate, to-wit:

A part of the Northeast Quarter (NE $\frac{1}{4}$), Southeast Quarter (SE $\frac{1}{4}$) of Section 29, Township 17 North, Range 5 West of the 3rd P.M. in Sangamon County, Illinois, described as Lot 2 of the Subdivision Plat of Green Acres as shown by the Plat thereof in the Sangamon County Recorder's Office recorded November 7, 1960 as document #286271;

Subject to the 1961 Real Estate Taxes payable in 1962;

Subject to the following restrictive covenants hereby mutually entered into by Grantors and Grantees for the purpose of the best use and improvements of the lots in said Subdivision and to protect the owners of such lots against use of other lots therein that would depreciate the value of property, and generally to provide for quality type of development for said Subdivision; said restrictions and covenants, and their application, being to-wit:

Grantors covenant with Grantees that all subsequent sales by them of lots in said Green Acres Plat #1 shall contain similar restrictive covenants for the use, benefit and enjoyment of the herein conveyed lot and other lots in said Subdivision.

The covenants hereafter shall be binding upon the Grantee, his heirs, legal representatives, devisees and assigns; shall run with the land; and shall be and are for the benefit and use of the Grantors herein, their heirs, legal representatives, devisees and assigns including all other owners, present and future, of any lot in said Green Acres Subdivision Plat #1.

Said covenants Are:

1. GENERAL USE. Said lot shall be used for private residential purposes only and not for any agricultural, commercial, manufacturing, industrial or any other use or purpose whatever, except only on written consent by the owners of a majority of the lots in said Green Acres;
2. SIZE AND IMPROVEMENTS. Said lot shall not be sub-divided into single tracts or parcels containing less than 15,000 sq. ft. each in area and not more than one detached single family dwelling not to

Green Acres

513 Page 607

exceed two stories in height nor more than one private garage for not more than two cars shall be erected on any one of such lots within Green Acres Subdivision, except only on written consent by the owners of a majority of the lots therein;

3. MINIMUM STANDARD. No such detached single family dwelling shall cost less than \$10,000.00 based upon cost levels prevailing on the date of the recording of the Plat for said Subdivision, it being the intent and purpose of this covenant to assure that all such dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on said date at the minimum cost stated above;

4. CONSTRUCTION SET-BACK LINE. The appropriate front set-back line of either thirty or forty feet as shown by the broken line on the recorded plat of Green Acres, shall be observed; and no building or other above-ground level structure shall be erected closer to the street line than said set-back line; and no such building and no septic tank or septic field, or part thereof, shall be erected within ten feet of a property line.

5. MUTUAL EASEMENTS RESERVED.

A. Travel. All corner lots (with the street on two sides, namely, Green Acres lots 1, 7, 11, 12, 13, 14, 22 and 32) are and shall be subject to an easement in favor of the public for travel, with or without vehicles, over the corner thereof to the extent of a triangle with two sides of 15 ft. each from the road intersection vertex;

B. Utility Poles and Lines. Green Acres lots shall be subject to easements for poles and utility lines as shown on the recorded plat;

C. Storm Sewers. Storm water sewers may be laid from any lot or street parallel with and in or within 5 ft. of any other property line upon the contractor or builder thereof first giving the lot owner whose lot is to be crossed, assurance satisfactory to said lot owner, that the work will be expediently completed, the surface soil replaced in as near the original condition as practical, and thereafter properly reseeded.

6. NUISANCES PROHIBITED. No noxious or offensive activity shall be carried on upon said lot herein conveyed, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood;

7. TEMPORARY STRUCTURES PROHIBITED. No structure of a temporary character shall be erected or placed on said lot herein conveyed except only that while any bona fide construction work is in progress on said lot herein conveyed, a temporary shed for the storage of tools and materials may be erected or placed on said lot only as an incident to said construction; no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on said lot herein conveyed as a residence either temporarily or permanently;

8. **SIGNS.** No sign of any kind shall be displayed to the public view on or from said real estate herein conveyed except only that the Grantees or their assigns may display their respective names on conventional name plates or ornamental signs;

9. **LIVESTOCK.** No animal, livestock, or poultry of any kind shall be raised, bred, or kept on said lot except only that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose, and except also that the poultry for personal use or consumption may be kept on any one or more lots if kept in a neat and sanitary manner and in a small confined area, the location of which is approved in writing by the owner or owners of the lots adjacent to each lot on which such poultry is kept; EXCEPT, that lot owners' non-commercial horses and ponies may be kept, stabled and fed upon a tract or area in said Subdivision, or adjoining real estate, which may be designated for common use for said purpose;

10. **SANITATION-SEWER.** Said lot shall not be used or maintained as a dumping ground for rubbish and trash, garbage or other waste shall not be kept except in sanitary containers; all incinerators or equipment for the storage or disposal of such materials shall be kept at all times in a clean and sanitary condition; no open ditches or sewers for disposal waste shall be permitted on said lot; no outside toilet facilities shall be permitted; all dwellings must have a complete set of plumbing and sewage facilities; and all sewage and like waste shall be disposed of in at least a 500 gallon closed septic tank of approved modern sanitary design and construction, the equivalent, or a modern sanitary sewerage system.

11. **CONVEYANCE.** Before selling said lot or any parcel into which the same may be subdivided, the owner or owners shall give written notice to the owner or owners of each adjacent lot or tract within said Green acres Subdivision, stating the name or names of the proposed purchaser or purchasers and their address or addresses, and the description of the lot or parcel which such owner or owners propose to sell, and if said owner or owners of each adjacent tract or parcel shall give their written consent to such sale, such sale may be consummated and conveyance made; if the owner or owners of said adjacent lots or parcels shall not, within ten days after having received such written notice, give their consent to the proposed transfer, the seller shall immediately indicate in writing to the owner or owners of such adjacent lots or parcels the price at which he proposes to sell the tract in question, which price a bonafide purchaser shall have legally obligated himself to pay subject to the terms hereof, and within ten days after the receipt of notice of such proposed price, the owners of said adjacent lots or parcels may have their option to substitute their nominee as purchaser at the said specified price, provided said nominee shall have legally bound himself to

23

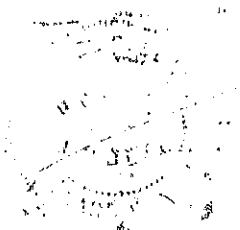
consummate such purchase at said specified price; or the owners of said adjacent lots or parcels may within said ten-day period notify the seller in writing of their intention to substitute their nominee as purchaser at a fair price to be fixed by a disinterested appraiser appointed by them and two disinterested appraisers, one to be selected by the seller and one to be selected by the two appraisers so appointed, and if the two appraisers so selected are unable to select a third disinterested appraiser, such third appraiser shall be selected by the then presiding Judge of the County Court of said Sangamon County or his successor in office, upon the application of either party or parties in interest on not less than five days' previous notice in writing to the other party or parties in interest; the decision of the majority of the appraisers so selected shall be conclusive and binding on the parties in interest as to the price for such transfer, but if the seller deems the price unfair he may abandon the proposed sale and retain title to the property. Should the owners of adjoining lots or parcels fail to present a nominee qualified as hereinabove provided within ten days after notice of the proposed sale, or should they within ten days after notice of the price fixed by appraisal, fail to present a purchaser who shall have legally bound himself to consummate the purchase at the price fixed by such appraisal, or should such nominee in either instance fail to pay such price within ten days after the tender of a merchantable abstract and a warranty deed, subject to the restrictive covenants herein contained, the seller may make such transfer to the person or persons of his original choice, provided any such persons or person be of good reputation and character;

12. MORTGAGE. Notwithstanding the provisions of paragraph 11 hereof, and in order to promote the bonafide care and the improvement of said lot, any owner or owners of a lot or authorized parcel in said Green Acres, may mortgage the same to any State of Illinois or Federal banking institution including Savings and Loan Associations, or to any other mortgagee for the bonafide purpose of care and/or improvement of said lot, and the mortgagee and assigns may cause such mortgage to be filed for record in the Recorder's Office of Sangamon County, Illinois, and enforce said mortgage and acquire title to the land described herein and to any improvements thereon in any lawful way, and rent the property pending foreclosure and acquisition and conveyance of title; and the mortgagee or assigns may sell said land and the improvements thereon to any person or persons of good reputation and character, first notifying in writing all other owners mentioned in paragraph 11 of the name of the proposed purchaser or assignee and the price offered in good faith, and allowing said owners the option for ten days after giving of such notice to substitute their nominee as purchaser at said proposed price;

13. SEVERABILITY. Invalidation of anyone or part of these covenants by judgment or other order which shall not in any manner effect any of the other covenants which shall remain in full force and effect.

said herein conveyed real estate being situated in the County of Sangamon in the State of Illinois, to be released and satisfaction of the rights under article IV, section 17 of the Constitution of the State of Illinois.

Witness my hand and seal of office this 12th day of June 1967 at Springfield, Illinois.



12-6-67

SAWYER, STEPHEN
PRESIDENT

[Handwritten signature]
Notary Public
for the State of Illinois

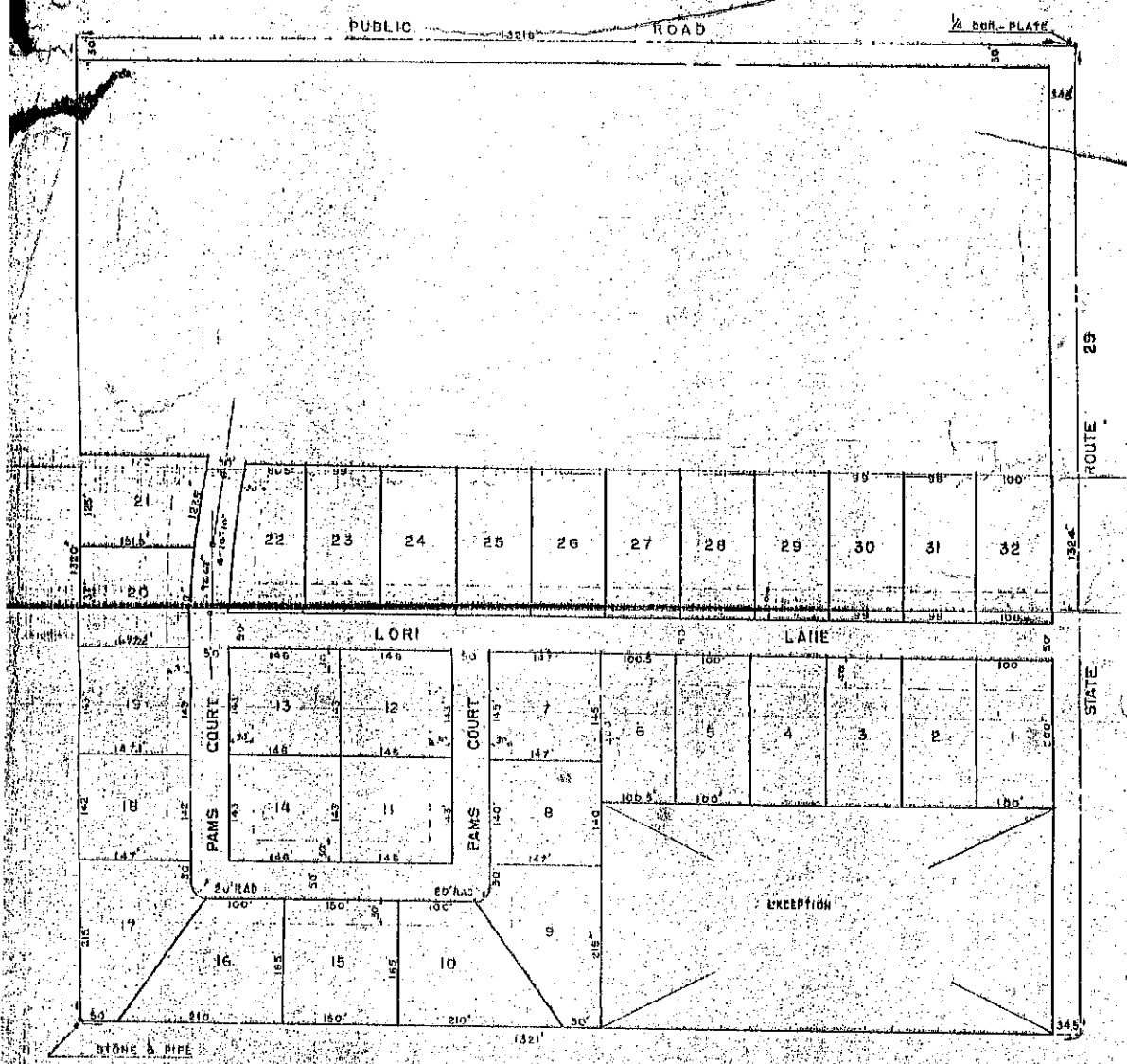
CLARENCE G. ...
Notary Public
for the State of Illinois

201107



PART OF NE 1/4 SE 1/4 SEC 29 T-17-N R-5-W 3 PM
SANGAMON COUNTY

Case # A-297



280271

A. F. ...
SANGAMON COUNTY ILLINOIS
State of Illinois, I hereby certify
Sangamon County, Illinois that
this plat was returned to me
and recorded on
MAY 7 1960
R. ...
Surveyor

SUBDIVISION PLAT
GREEN ACRES
SANGAMON COUNTY ILLINOIS

SCALE 1" = 100' NOVEMBER 7, 1960
CERTIFIED TO BE CORRECT AND ACCURATE
REGISTERED LAND SURVEYOR 1550

Case A 297