

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

KNOW ALL MEN BY THESE PRESENTS, that THOM BRAN, INC., an Illinois corporation, being the owner of Forest View, Plat I, a subdivision of part of the Northeast Quarter of Southeast Quarter and part of the East Half of 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 June, 21, 1977, in Volume 22 of Plats at Page 98, as Entry No. 388448, 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:

1. As to Lots 3 to 40 inclusive:

No lot shall be used except for single 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 stories in height.

As to Lots 1 and 2 inclusive:

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 stories in height.

2. As to Lots 3 to 40 inclusive (and Lots 1 and 2 if 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 1200 square feet for one-story dwelling, nor less than 1600 square feet for a two-

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State of Illinois, } I hereby certify
Sangamon County } ss. that this instrument
was filed for record at 305 M.
and in Book 1309 of 111 Page 513
JUN 21 1977
Recorded on 960

Gray Lane
Recorder of Deeds

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story dwelling, nor less than 1400 square feet for a bi-level or tri-level dwelling. The garage shall be a single attached or detached building used primarily for the storage of motor vehicle or vehicles and shall not exceed 800 square feet in size.

3. 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 10 feet to any interior side lot line.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. An 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.

11. Each residence 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 accor-

dance 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.

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, have been approved by the Subdivision Specifications 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 the paragraph immediately preceding. Subdivision Specifications 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 two years after purchase or within two years after water is available to the area whichever is later. Construction shall be completed within one 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, title to the underlying real estate and any improvements thereon shall automatically revert to Thom Bran, Inc., whereafter neither the purchaser nor his assigns shall have any further right, title or interest in and to said real estate.

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 10 feet in width and

shall be constructed by one of the following methods:

- a. Portland Cement Concrete 4" thick; or
- b. Bituminous Concrete 5" thick; or
- c. 5 inch thick crushed stone base course sealed with at least one application of liquid asphalt and one application of 1/2 inch seal coat aggregate.

16. 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 years from the date these covenants are filed for record, after which time such covenants shall be automatically extended for successive period of ten years, unless an instrument signed by a majority of the then owners of record of Forest View, Plat I, 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.

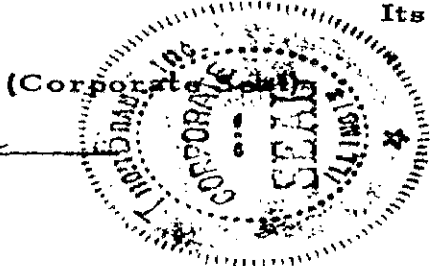
IN WITNESS WHEREOF we have hereunto set our hands and affixed our seals at Springfield, Illinois, this 21st day of June, A.D. 1977.

THOM BRAN, INC., an Illinois Corporation

ATTEST

By Gordon R. Thomas
Its President

By Louise M. Thomas
Secretary




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 whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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 21st day of June, A.D. 1977,

Helga J. Ernst

Notary Public



Prepared By and
Mail To:
Walbaum Hayes + Fleischli
Po Box 1365
Springfield IL 62705

AMENDMENT TO COVENANTS AND RESTRICTIONS
PERTAINING TO BUILDING AND USE OF LOTS IN FOREST
VIEW, PLAT I, SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that THOM BRAN, INC., an Illinois corporation, being the owner of Forest View, Plat I, a subdivision of part of the Northeast Quarter of the Southeast Quarter and part of the East Half 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 June 21, 1977, in Volume 22 of Plats at Page 98, as Entry No. 388448, 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, does hereby 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 covenants and restrictions pertaining to building and use of Forest View, Plat I, as recorded in the Office of the Sangamon County Recorder of Deeds on June 21, 1977 in Book 1304 of Mortgages at Pages 508 to 513, inclusive, as Document No. 603423, are amended by deleting all of paragraph 13 thereof which states as follows:

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RECORDED

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Mary Ann Larson

RECORDER OF DEEDS
SANGAMON COUNTY, ILL.

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"13. Construction shall be commenced within two years after purchase or within two years after water is available to the area whichever is later. Construction shall be completed within one 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, title to the underlying real estate and any improvements thereon shall automatically revert to Thom Bran, Inc., whereafter neither the purchaser nor his assigns shall have any further right, title or interest in and to said real estate."

and by substituting therefor as an integral part of said covenants and restrictions pertaining to building and use of Forest View, Plat I, the following:

"13. Construction shall be commenced within two years after purchase or within two years after water is available to the area whichever is later. Construction shall be

