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RESTRICTIONS ON THE USE  
OF LOTS IN CLOVER ACRES# 372839  
53-1954

KNOW ALL MEN BY THESE PRESENTS that we, John B. Crosby and Helen Bernice Crosby, husband and wife, being the owners of the real estate hereinafter described, in consideration of the purchase or other acquisition from us of any part or portion of said real estate hereinafter described and as an inducement thereto, hereby do covenant and agree with each and every purchaser or grantee of any part of said real estate and with his and their heirs and assigns, as covenants running with the land, as follows:

AREA OF APPLICATION

1. The residential area covenants below in their entirety shall apply to Lots One (1) to One Hundred One (101), inclusive, in Clover Acres, as platted by the Plat recorded in the Recorder's Office of Sangamon County, Illinois, in Book 15 of Plats at page 129 and being a subdivision of part of the South Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Twenty (20), Township Sixteen (16) North, Range Five (5) West of the Third Principal Meridian in Sangamon County, Illinois, except all coal, minerals and mining rights as heretofore conveyed of record.

RESIDENTIAL AREA COVENANTS

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private garage for not more than two cars.

3. No dwelling shall be permitted on any lot at a cost of less than Four Thousand Five Hundred and no/100 (\$4,500.00) Dollars based upon cost levels prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to assure that all dwellings shall be of 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 permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than six hundred (600) square feet.

4. No building or any part thereof, shall be located on any lot nearer to any side street line than twenty-five (25) feet, nor nearer to any front lot line than twenty-five (25) feet, except that no building, or any part thereof, shall be located nearer than thirty (30) feet from the North line of North Grand Avenue, all as shown by the minimum building setback lines on the recorded Plat. No building, or any part thereof, shall be located within five (5) feet from an interior lot line, except that, no side yard shall be required for a garage or other permitted accessory building located thirty (30) feet or more from the minimum building setback line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a width of less than forty (40) feet at the main building setback line nor shall any dwelling be erected or placed on any lot having an area of less than four thousand (4000) square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat.

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 structure of a temporary character, trailer,

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basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) 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.

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

11. No lot 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.

#### GENERAL PROVISIONS

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. 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.

14. Invalidity of any one of these covenants by

