

PROTECTIVE COVENANTS COVERING ALL LOTS IN B. J. KERN'S ADDITION

Document Number 196506

PROTECTIVE COVENANTS COVERING ALL LOTS, PIECES AND PARCELS OF LANDS IN B. J. KERN'S ADDITION TO THE CITY OF SPRINGFIELD, ILLINOIS; SAID ADDITION BEING FURTHER IDENTIFIED BY THE PLAT THEREOF DATED DECEMBER 27, 1939 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF SANGAMON COUNTY, ILLINOIS ON OCTOBER 24, 1939, IN RECORD VOLUME 10 OF PLATS, AT PAGE 45.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, being all of the owners of all lots, pieces and parcels of lands in the above named B. J. Kern's Addition to the City of Springfield, Illinois, hereby mutually covenant and agree that all the real estate covered by said Addition shall be subject to the following covenants with like force and effect as if the same were originally made a part of said Addition and that the same shall run with the land and shall be binding on all of said parties and all persons claiming under them until January 1, 1966, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the owners of the lots, it is agreed to change said covenants, in whole or in part; said covenants being as follows:

ABC463

A. All lots or tracts in said Addition shall be known and described as residential lots, that no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than two cars;

B. No building shall be erected, placed or altered on any building plot in said Subdivision until the building plans, specifications, and plot plan, showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the Subdivision, and as to location of the building with respect to topography and finished ground elevation, by a Committee composed of three property owners in said Addition, or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative, with like authority. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to him, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee and of its designated representative shall cease on or after the building of residences on all of the lots in said Addition. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this Subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

C. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than thirty-five (35) feet to the front lot line, nor nearer than ten (10) feet to any side street line. No building, except a detached garage or other outbuilding, located sixty (60) feet or more from the front lot line shall be located nearer than three (3) feet to any side lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than four thousand and no. 100 (4000) square feet or a width of

less than forty (40) feet at the front building-setback line;

E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; No lot shall be sold to persons of other than the white race.

F. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence;

G. No dwelling costing less than Thirty-five Hundred and no/100 Dollars (\$3500.00) shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than five hundred seventy (570) square feet in the case of a one-story structure nor less than five hundred (500) feet in the case of a one and one-half, two or two and one-half story structure;

H-1. Easements affecting Lots Nos. six (6), seven (7) and eight (8) in Block Two (2) and six (6), Seven (7), eight (8) and nine (9) in Block Four (4) of said Addition are reserved as shown on the recorded plat, for utility installation and maintenance;

H-2. An easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 15 day of January A. D. 1942.

Thos. C. Dunham (SEAL)

Viola Dunham (SEAL)
Husband and Wife

John J. Campbell (SEAL)

Irma I. Campbell (SEAL)
Husband and Wife

Walter Denton (SEAL)

Leona Denton (SEAL)
Husband and Wife

Robert Von Behren (SEAL)

Mary Lou Von Behren (SEAL)
Husband and Wife

Ray Bonham (SEAL)

(SEAL)
Husband and Wife

Martha Bonham (SEAL)

(SEAL)
Husband and Wife

John M. Callahan (SEAL)

Louise N. Callahan (SEAL)
Husband and Wife

Robert E. Bilyeu (SEAL)

Violet M. Bilyeu (SEAL)
Husband and Wife

T. E. Ryder (SEAL)

Allied Ryder (SEAL)
Husband and Wife

William H. DeCrolx (SEAL)

Erwin E. DeCrolx (SEAL)
Husband and Wife

Charles F. Dunham (SEAL)

Thelma Dunham (SEAL)
Husband and Wife

Wm. G. Buzgart (SEAL)

Lucretia Buzgart (SEAL)
Husband and Wife

ABC463

- F. E. Williamson.....(SEAL)
- Julia Williamson.....(SEAL)
Husband and Wife
- Henry E. Brand.....(SEAL)
- Clara A. Brand.....(SEAL)
Husband and Wife
- B. J. Kern.....(SEAL)
- Kathryn Kern.....(SEAL)
Husband and Wife
- Russell C. Bottrell.....(SEAL)
- Leona Pearl Bottrell.....(SEAL)
Husband and Wife
- Millard B. Garvin.....(SEAL)
- Freda J. Garvin.....(SEAL)
Husband and Wife
-(SEAL)
-(SEAL)
Husband and Wife

STATE OF ILLINOIS
COUNTY OF SANGAMON

SS



I, M. J. Hickey, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas C. Dunham, Viola C. Dunham; John J. Campbell, Irma I. Campbell; Walter Denton, Leona Denton; Robert VonBehren, Mary Lou VonBehren; Ray Bonham, Martha Bonham; John M. Callahan, Louise N. Callahan; Robert B. Bilyeu, Violet M. Bilyeu; T. E. Ryder, Alice Ryder; William H. DeCroix, Erlin E. DeCroix; Charles W. Dunham, Thelma Dunham; Wm. G. Burgart, Lorette Burgart; F. E. Williamson, Julia Williamson; Henry E. Brand, Clara A. Brand; B. J. Kern, Kathryn Kern; Russell C. Bottrell, Leona Pearl Bottrell, Millard B. Garvin, Frieda J. Garvin, personally known to me to be the same persons whose names are signed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal at Springfield, Illinois this 16 day of January A. D. 1942.

M. J. Hickey
Notary Public.

Filed and Recorded at 10:05 o'clock A. M., January 16, 1942.

PAUL L. WEIDENBACHER, RECORDER OF DEEDS, SANGAMON COUNTY, ILLINOIS.

WARRANTY DEED

Document Number 196507

JUSTIN TAFT, et al TO EDWARD G. KRIMMEL, et al

THIS INDENTURE WITNESSETH, That the Grantors, Justin Taft and Jennie Craig Taft, his wife, of the County of Sangamon, and State of Illinois for and in consideration of the sum of One Dollar and other good and valuable considerations in hand paid, Convey and Warrant to Edward G. Krimmel and Eleanor M. Krimmel, husband and wife, not as tenants in common but as joint tenants with the right of survivorship as at common law, of the County of Sangamon and State of Illinois the following described Real Estate, to-wit:

The East 5 3/4 acres of that part of the West Half of the Northeast Quarter of Section sixteen (16) Township fifteen (15) North Range Four (4) West of the Third Principal Meridian bounded as follows to-wit: Beginning in the Springfield and Rochester Road 13 chains and 75 3/4 links West and 30 links North of the Southeast corner of the West Half of the Northeast Quarter of said Section, and running thence North parallel with the East line of said Quarter