

BUILDING AND USE  
COVENANTS AND RESTRICTIONS  
COUNTRY TOWNE SUBDIVISION

State of Illinois, } I hereby certify  
Sangamon County } ss. that this instrument  
was filed for record at 225 P. M.  
and in JUL 28 1977 recorded 8/11  
in 1309 of 17 Page 364  
Book 1309 of 17 Page 364

*Harry C. ...*  
Recorder of Deeds

KNOW ALL MEN BY THESE PRESENTS, that SPRINGFIELD MARINE BANK, as Trustee of Trust No. 53-0791-3, being the owner of Country Towne Subdivision, First Addition, a Subdivision of a Part of the East Half of the Northeast Quarter of Section 35, Township 16 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, and in Consideration of the best development of said Subdivision, and for the mutual benefit of all prospective purchasers, hereby covenants and agrees with each and every purchaser or grantee of any part of said real estate and with his or their heirs, assigns and grantees that the following restrictions and covenants pertaining to building and use shall be covenants running with the land:

1. Only one detached single family dwelling and private garage appertaining thereto shall be erected on each lot or site. No use shall be made of each lot or site except such as is incidental to the occupation thereof for residence purposes by one private family residing in a detached, single-family dwelling. No building shall be erected, altered, placed or permitted to remain on any lot or lots or part or parts thereof exceeding two stories in height, provided so-called tri-level homes are permitted.
2. No dwelling shall be permitted on any lot or site at a cost of less than \$30,000.00 (exclusive of the cost of such lot or site) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of quality 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 total floor area of the main structure, exclusive of basement, one-story open porches and garages, shall not be less than 1,300 square feet for a one-story dwelling, nor less than 1,500 square feet for a two-story dwelling, nor less than 1,600 square feet for a bi-level dwelling, and not less than 1,800 square feet for a tri-level dwelling.

3. No building exclusive of eaves and steps shall be located on any lot nearer than 50 feet from the front lot line, nor nearer than 10 feet from any interior lot line, provided that a detached garage constructed to the rear of the lot may be no nearer than 5 feet from any interior lot line.

Interior lot lines as used herein means the lot lines having no street frontage shown on the recorded plat of said Addition, except when a single site in said Addition consists of more than one lot contiguous to all or part of another lot with the ownership of all of such site in common, then the exterior lines of such site that have no street frontage shall be considered to be the interior lot lines for all of such site.

Where a side yard is used for driveway purposes, that side yard adjacent to the dwelling shall not be less than 15 feet in width.

4. Each driveway must be finished with an all-weather hard surface such as concrete or bituminous asphalt, except where written permission to do otherwise has been given by the undersigned.
5. No residential building shall be permitted to remain on any lot or site consisting of more than one lot or part or parts thereof, having an area of less than 10,000 square feet, or width of less than 70 feet at the front building line, shown upon the recorded plat of said Addition. The grade line of any lot or site shall be maintained to correspond with that of surrounding property.
6. No trailer or mobile home (with or without wheels and whether or not permanently fastened to a foundation or the ground) and no basement, tent, shack, garage, barn, or other outbuilding placed on any lot, shall, at any time, be used as a residence, temporarily or permanently.  
  
All vacant lots shall be kept free of weeds and shall not be permitted to fall into an unsightly condition.
7. No spirituous, vinous or malt liquor shall be sold, or kept for sale, on any lot or site.
8. 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. Specifically excluded are exotic or offensive pets.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of the neighboring property.
10. 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 containers and other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The burning of any such rubbish, trash, garbage or other waste is prohibited.

11. Outside toilets are prohibited. No waste, refuse or litter shall be permitted to enter any water impounded in the Subdivision, or future addition thereof. All plumbing facilities installed shall be required to be connected to central water and sewer systems when available.
12. 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 5 square feet in area advertising the property for sale, and signs used by contractors during the construction of any improvements thereon.
13. An easement over that portion of any lot designated as "Easement" shown on the recorded plat of said Subdivision is hereby reserved for drainage ditches 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 section with gas, electric, telephone, water, sewer or other utility services. All electric and telephone service lines therefrom for any improvements in said Subdivision shall be installed and maintained underground. An easement over all interior lot lines are hereby also reserved for drainage ditches. Drainage in such portion so designated 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.
14. No building shall be erected, placed or altered until the construction plans and specifications and a plan showing the location of the structure have been approved by the Country Towne Subdivision Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street line than the minimum building setback line unless similarly approved.
15. The Country Towne Subdivision Architectural Control Committee shall consist of Harvey R. Young and Duane D. Young, or one or more persons so designated by said Committee. In the event that said Committee fails to approve or disapprove a design and location within thirty (30) days after building plans, specifications and plat plan have been submitted to them,

- 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 completion thereof, such approval will not be required and this covenant will be deemed to be fully met.
16. Construction of a dwelling shall commence within eighteen months following the conveyance of a lot or site. The owner shall have the exclusive right to waive this covenant, and the consent to such waiver by any other lot owner is not essential.
  17. All construction must be diligently pursued to completion within a six month period. No building shall be occupied for living purposes which is not functionally complete in detail as to the exterior, nor shall any building materials, paint or building equipment be exposed to the public view if occupied as a dwelling. No structure of a temporary character, trailer, basement, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
  18. No machinery, appliance, or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any lot for the facilitation and carrying on of any trade, business or industry.
  19. No structure shall be erected without an individual waste disposal system and no septic tank shall be installed without first conducting a proper soil percolation test and without provision for the minimum number of laterals required for a three-bedroom house (or more if more than a three-bedroom structure is to be served by such septic tank), all in accordance with the regulations of the Illinois State Sanitary Water Board.
  20. No activity shall be conducted on any lot that would in any way pollute or harm the waters of any lake now in existence or that may be constructed in the Subdivision.
  21. Invalidation of any of these covenants by judgment or court order shall in no wise affect the other provisions which shall remain in full force and effect.
  22. The undersigned, prior to the conveyance of any lot, and thereafter with the written consent of all the record owners of lots in said Addition, shall have the right to alter, amend or revoke these restrictive covenants by a written instrument recorded in Sangamon County, Illinois.
  23. No driveway entrance culvert shall be placed upon a lot without written approval of the appropriate Highway Commissioner. The Commissioner or person or persons designated by him shall have the sole authority to approve the diameter and material of said culvert for each lot. The minimum standards shall be 12-inch reinforced concrete culvert pipe.

DATED: \_\_\_\_\_

SPRINGFIELD MARINE BANK,  
As Trustee, Trust No. 53-0791-3,

By Lee Mawzy  
Senior Vice President and Trust Officer

ATTEST: J. W. Brewer  
Assistant Cashier

(SEAL)

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF SANGAMON )

Harold S. Ingard, a Notary Public in and for the State and County aforesaid, hereby certifies that Lee Mawzy and J. W. Brewer personally known to the undersigned, and known to be Senior Vice President & Trust Officer and Asst. Cashier of the SPRINGFIELD MARINE BANK, appeared before the undersigned and executed the foregoing instrument in their respective capacities and pursuant to authority vested in them by the Board of Directors of said Bank, and directions to said Bank as Trustee of Trust No. 53-0791-3, this 4th day of January, 1977.

Harold S. Ingard  
Notary Public

(Notarial Seal)

My Seal expires: 11-18-79

Prepared by: DUANE D. YOUNG  
Attorney at Law  
1027 South Second Street  
Springfield, Illinois

Mail to: Martin Vasconcellos  
826 W. Laurel St  
Spfld. Ill 62704



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ADDITIONS AND AMENDMENTS TO BUILDING AND USE COVENANTS AND RESTRICTIONS

COUNTRY TOWNE SUBDIVISION

Mary Ann Lamm  
REGISTERED CLERK

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KNOW ALL MEN BY THESE PRESENTS, that SPRINGFIELD MARINE BANK, as Trustee of Trust No. 53-0791-3, being the owner of COUNTRY TOWNE SUBDIVISION, First Addition, a Sub-division of a Part of the East Half of the Northeast Quarter of Section 35, Township 16 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, and in Consideration of the best development of said Sub-division, and for the mutual benefit of all prospective purchasers, hereby covenants and agrees with each and every purchaser or grantee of any part of said real estate and with his or their heirs, assigns and grantees, that the following Restrictions and Covenants, being Additions and Amendments to Building and Use Covenants and Restrictions heretofore filed of record on July 28, 1977 (appearing at Book 1309 of Mortgages at Page 360), pertaining to building and use, shall be covenants running with the land:

1. The minimum required floor area, as defined at said Book 1309, Page 360, for dwellings constructed on Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 32, 33, 34, 35, 36, 37, 38 and 39, shall in no event be less than 1,500 square feet.
2. Any swimming pool erected, constructed or placed on any lot shall be behind the dwelling and shall not extend beyond a line extended from each side of each such dwelling to the rear of such lot; each such pool shall be screened or fenced in each side and across the rear. This requirement is intended for the benefit of adjacent property owners and may be waived by such property owner or owners affected thereby, provided that compliance with any law, ordinance, rule or statute requiring fencing or screening shall not be waived and shall at all times be complied with. In the event any lot does not reasonably accommodate compliance with this Paragraph, the Architectural Control Committee may, within ten years of the date of the recording of these Covenants and Restrictions, waive such requirement; said Committee may require specific screening or landscaping in exchange for such waiver.

