

PROTECTIVE COVENANTS

FOR

COUNTRY TRAILS

2<sup>nd</sup>

WHEREAS, Springfield Marine Bank, Trustee under Agreement dated June 9, 1977, known as Trust No. 53-0882-0, as Owner of Country Trails, a Subdivision of part of the S1/2 of the SE1/4 of the NW1/4 and part of the SW1/4 of the NW1/4 of Section 34, Township 15 North, Range 4 West of the Third Principal Meridian, Rochester Township, County of Sangamon, State of Illinois, hereby declares the following restrictions, covenants and reservations hereinafter set forth shall be imposed upon the title to the land and run with title to said property, and all lots therein shall be sold subject to said restrictions and covenants, and they shall bind all purchasers and others hereafter acquiring title to or interest in any of the property of said Country Trails.

WHEREAS, Owner desires to provide for the preservation of values in the Subdivision and to retain the best use and improvement of the lots therein, to insure appropriate development of each lot, to protect each owner against improper use of surrounding land as will depreciate the value of his property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations on each lot; to secure and maintain proper set-backs from streets and, in general, to provide for a high-type improvement on said property and thereby enhance the values of investments made by Purchasers of the lots therein, the said real estate is hereby subjected to the following conditions, restrictions and charges, to-wit:

603158

State of Illinois, } I hereby certify  
 Sangamon County } that this instrument  
 was filed for record at \_\_\_\_\_  
 and in \_\_\_\_\_  
 Book 1303 of \_\_\_\_\_  
 JUN 17 1977  
*[Signature]*  
 Recorder of Deeds

1. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by B. D. Hunter or his designee, as to quality or workmanship and materials, harmony of external design with existing structure and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, place or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved.

2. A lot may be used only for the erection of a single family dwelling. No mobile home or mobile parking lot shall be placed or erected on any lot.

3. No single family residence shall have a ground floor area, exclusive of open porches and garage, less than 1200 square feet, if one story, or less than 900 square feet if more than one story, nor shall any residence be more than two and one-half stories.

4. No improvement shall be erected nearer to the front lot line than 30 feet. No improvements shall be erected nearer than 20 feet to a side lot line nor more than 35 feet in height.

5. One home occupation may be pursued on a lot which is defined as any gainful occupation or profession engaged in by the occupant of a dwelling at or from such dwelling. Permissible home occupation further may permit the employment of one additional person in the performance of such service. There shall be no exterior storage of equipment or materials used in the home occupation. Permissible home occupations include, but are not limited to, the following: art studio; dressmaking; professional office of a clergyman, lawyer, physician, dentist, architect, engineer or accountant, when located in a dwelling unit occupied by the same; and teaching with musical, dancing and other instruction limited to one pupil at a time.

6. Parking restrictions - All motor driven vehicles, boats, trailers, etc. shall be parked on owner's property whenever possible and shall not be allowed to park on public roadway of Subdivisions for more than a twenty-four hour period.

7. No noxious or offensive activity shall be carried on upon any lot within said Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No sign shall be displayed on any lot except a professional sign not over 256 square inches, or a "For Rent" or "For Sale" sign not over 720 square inches.

9. The owner of a lot shall keep all weeds cut before seeds shall form thereon at his expense, in default of which, any owner of any other lot in the Subdivision may have such weeds cut and charge the expense thereof to the owner of the lot with such weeds. The above does not apply to lots of more than 1 acre.

10. No rubbish, trash, garbage or junk shall be allowed to openly accumulate on any lot. All incinerator or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. No livestock shall be permitted on any lot. No animals shall be permitted on any lot for breeding or commercial purposes. The above does not apply to lots of more than one acre.

12. All septic tank or tanks located and used on any lot shall meet all local and state requirements and be maintained in a state of good operation and sanitary repair. Furthermore, no less than 1000 gallon tanks are to be installed with no less than twenty (20) ton of washed rock and not less than three hundred (300) feet of lateral lines per installation. Each installation subject to inspection by the controller of the Subdivision.

13. Construction of any home shall be completed within one year of excavation for foundation. No "basement homes" or "blackened-in" homes shall be allowed.

14. Land use and building type - 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 not to exceed two and one-half stories in height and a private garage for not more than three cars.

Driveways must be not less than 10 feet in width for a single driveway and not less than 16 feet in width for a double driveway and must be surfaced with concrete or a compacted bituminous aggregate mixture.

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

NOW THEREFORE, the said covenants and restrictions are declared in effect, and these covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date hereof, after which time, said covenants shall be automatically extended for successive period of ten (10) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

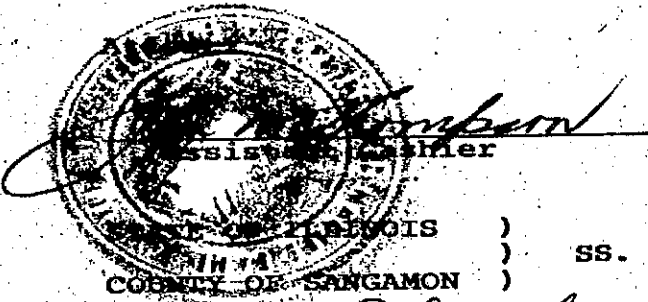
This Declaration of Covenants is executed pursuant to and in the exercise of the power and authority granted to and vested in the Trustee by and in accordance with the terms and provisions of the Trust Agreement and the Deed in Trust referred to therein.

In Witness Whereof, Springfield Marine Bank, Trustee as aforesaid, has caused its corporate name and seal to be hereunto affixed, and this instrument to be executed by its \_\_\_\_\_

Vice President and Trust Officer and its seal attested by its Assistant Cashier for and in its behalf, pursuant to authority duly granted by its Board of Directors, this 14th day of June, 1977.

Springfield Marine Bank, as Trustee under the provisions of a Trust Agreement dated June 9, 1977, and known as Trust No. 53-0882-0

By L. M. [Signature]  
Assistant Vice President and Trust Officer



ILLINOIS )  
CO. OF SANGAMON ) SS.

I, J. Ann Sey, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph Samage Vice President and Trust Officer, and John W. Thompson Assistant Cashier, of Springfield Marine Bank, an Illinois banking corporation, personally known to me to be the Assistant Vice President and Trust Officer and Assistant Cashier, respectively, of said banking corporation, and who are also known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Assistant Vice President and Trust Officer and Assistant Cashier they signed, sealed and delivered said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as their free and voluntary act and as the free and voluntary act and deed of said corporation as Trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of June, 1977.

Prepared by Charles H. Northrup  
820 Illinois Building  
Springfield, Illinois 62701

J. Ann Sey  
Notary Public

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