

9. 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.
10. No odious 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.
11. 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 storage or disposal of such material shall be kept in a clean and sanitary condition.
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 or rent; signs used by contractors during the construction of any improvements thereon; and signs approved by the Architectural Control Committee to be used by builders and developers.
13. An easement over, under, across and along that portion of any lot designated as "Easement" 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 purpose of providing any property in said Section with gas, electric, telephone, water, sewer, or other utility services. 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 and telephone service line therefrom for any improvements in said subdivision shall be installed and maintained underground. Drainage in such portion so designated as "Easement" shall not be blocked or impaired.
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 Architectural Control Committee as to quality of workmanship and materials, harmony of external designed 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 unless approved by the Architectural Control Committee.

The Architectural Control Committee is composed of David M. Wilson, Marc Wilson, Roger Douglass, Virginia Reeren and Lawrence C. Auby, Jr. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither of the members of the Committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval shall be in writing.

In the event that the members of said Committee or their representative or successors fail to approve or disapprove such design and location within 30 days after building plans, specifications and plot 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.

- 15. All lots purchased from Developer must submit plans, receive approval and begin building a home within two years from the date of purchase and complete the house within three years from purchase date.
- 16. These covenants shall be binding upon all parties and all persons claiming through or under them for a period of 25 years from the date these covenants are filed for record, after which time such covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then adult owners of record of said plat in said subdivision has been filed for record agreeing to change or revoke said covenants in whole or in part. Notwithstanding the above, the covenant set forth above as No. 16, shall not be changed or revoked other than by compliance with the reversion clause as set forth in Paragraph No. 15.

Invalidation of these covenants by judgment or court order shall, in no wise effect the other provisions which shall remain in full force and effect.

Dated this 15th day of MAY, 1989.

Illinois National Bank of
Springfield Trustee or Trust
No. 13-03388 by virtue of a
Trust Agreement Dated
December 1, 1969.

SUBJECT TO EXCULPATORY CLAUSE ATTACHED

By: Glenn C. Smith
Trust Officer

Attest:

Cherise M. Dean
Trust Officer

Prepared by David M. Wilson
Return to 503 - S. Grand W
Springfield Il.
62704