

RESTRICTIVE COVENANTS
FOR
JAMESTOWN ESTATES SUBDIVISION,
FIRST PLAT

THE FIRST NATIONAL BANK OF SPRINGFIELD, Trustee of Trust Number 3286 by virtue of a Trust Agreement dated September 6, 1973, of the City of Springfield, County of Sangamon and State of Illinois, being the owner of all of the Lots, being Lots 1 through 31, inclusive, of Jamestown Estates Subdivision, situated in the Village of Riverton, County of Sangamon and State of Illinois, and for its successors and assigns, in consideration of the best development of the aforesaid subdivision and for the mutual benefit of all prospective purchasers, does hereby establish the following restrictions as to building and use which shall apply to all Lots of Jamestown Estates Subdivision, except as hereinafter enumerated:

1. With regard only to Lots 2 through 30, inclusive, no such lot shall be used for other than single family residence purposes. There shall not exist at any time more than one residence. No trailer, tent, shack, barn, temporary building, out buildings or guest houses shall be erected on any of the lots in the subdivision without approval in writing from the Architectural Control Committee.
2. There may be erected upon each of Lots 1 and 31 a duplex not to exceed two stories in height and a private garage for not more than Four (4) cars.
3. No building shall be permitted on any building site which does not have at least the following number of square feet of finished floor space; (The computation of square feet of floor space shall be based on the exterior measurements of the main

↓ 1293 56
56

structures and shall exclude porches, breezeways, garages and utility rooms, except if the utility room is part of the main structure):

- A. A one story dwelling: 1,100 square feet of floor space;
- B. A two story dwelling: 750 square feet of floor space on the first floor and both stories containing living quarters must be above the grade of the lot, the total of which shall be no less than 1,100 square feet;
- C. A one and one-half story dwelling or similar arrangement; 900 square feet of floor space on the first floor, and both stories containing the living quarters must be above the grade of the lot;
- D. A tri-level or hillside dwelling: 400 square feet of floor space on each of the two levels above the grade level and not less than 950 square feet aggregate on the two levels;
- E. A bi-level: 750 square feet of floor space on level above the grade, the total of which shall be no less than 1,100 square feet.

4. No building shall be erected, placed or altered on any building site until the construction plans and specifications and a plot plan showing the location of the structure and of the driveway have been approved in writing by the Architectural Control Committee, or by a representative designated by the 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 and building lines.

Said Architectural Control Committee shall be composed of Martin Baptist, Jr., Jerald R. Clause, Clifton R. Baxter and Robert J. Klosky. The mailing address of the said Architectural Control Committee shall be 1039 Wabash Avenue, Springfield, Illinois. In the event of the death or resignation of one member of said Committee, the remaining members shall have full authority

to approve or disapprove such design and location, or to designate a representative with like authority or to appoint a member or members to fill the vacancy.

In the case of construction of a new dwelling, in the event said Committee or its designated representative fails to approve or disapprove such design and location within Thirty (30) days after said plans, specifications, and plot plans have been submitted to it, or in any event if no suit is commenced to enjoin the construction of a new dwelling within Thirty (30) days after the commencement of construction in the case of a new dwelling, whichever period is longer, such approval will not be required and this covenant will be deemed to have been complied with.

In the case of remodeling or alterations concerning an existing dwelling, in the event said Committee or its designated representative fails to approve or disapprove such design and location within Thirty (30) days after said plans, specifications and plot plans have been submitted to it or in any event if no suit is commenced to enjoin the alteration or remodeling of an existing building within Thirty (30) days after the completion of such alteration or remodeling whichever period is longer, such approval will not be required and this covenant will be deemed to have been complied with.

5. No residential unit, including attached porches, breezeways and garages, shall be erected on any lot nearer to the front line of said lot than the minimum setback line as shown on the recorded plat of the subdivision, or closer than Five (5') feet to either side lot line, or closer than Twenty (20') feet to the rear lot line (provided, however, that in the case of corner lots the setback from the side street line shall not be less than the minimum setback line as shown on the recorded plat

of the subdivision). Each residential dwelling shall face a subdivision street. The total lot width displacement of buildings shall not exceed Eighty-five (85%) per cent of the lot width as measured across dwelling at front or rear foundations. Carports shall be classified as garages. Driveways shall have a minimum width of Nine (9') feet.

6. All television antennas and towers shall be placed to the rear of the dwelling structures and all compressors and cooling towers used in conjunction with central air-conditioning shall be installed in such a manner as to contribute to the exterior beauty and planning of the dwelling and not to become an annoyance and nuisance to the neighborhood.

7. All construction must be diligently pursued to completion within a reasonable 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, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. All utilities including telephone, electric and television cables other than for temporary service during construction shall be underground. Transformers and distribution pedestals for mainlines and houseleaders shall be located only as approved by the Architectural Control Committee.

9. No lot owner or occupant shall permit any truck, commercial vehicle, boat or trailer including without limitation cargo trailer, camper, house trailers, mobile homes or carryalls

to be parked or stored on the lot, in the driveway, or in the street in front of or along side of the lot. This shall not prevent the lot owner or the occupant from storing a truck, commercial vehicle, boat or trailer owned by such owner or occupant or used by him in his business in the garage on the premises.

10. 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.

11. The owner of any vacant lot shall cut the weeds and maintain the same in a proper condition.

12. 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.

13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than Six (6) square feet advertising the property for sale or rent by the lot owner. The Architectural Control Committee shall first approve builder's and subdivider's signs.

14. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

15. 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 bred, kept or maintained for any commercial purposes. No dogs shall be kept on any lot until such lot is improved with an inhabitable dwelling.

16. No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

17. Propane, or other tanks, if any, or other receptacles for fuel, if any, shall be shielded from view by a densely planted hedge, fence or shrubbery which shall first be approved in writing by the Architectural Control Committee or a representative designated by the Committee.

18. 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 and representing the affirmative vote of the then owners of Sixty-five (65%) per cent of the lots has been recorded, each lot having one vote, agreeing to change said covenants in whole or in part.

19. 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.

20. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

DATED this 15th day of MARCH, 1977.

THE FIRST NATIONAL BANK OF SPRINGFIELD,
Trustee of Trust Number 3286

By Willard E. [Signature]
Trust Officer

ATTEST:

[Signature]
Cashier
Asst. Trust Officer

mail to:
Jamestown Development Co.
1039 W. Abank Ave.
Springfield, Ill. 62704

~~598547~~
MAR 30 1977
Book of Page
Record of Deeds

598547

State of Illinois,)
Sangamon County) ss that this instrument
was filed for record at 8:21 AM
and recorded
in MAR 31 1977 on
Book 1213 of 271 Page 56
[Signature]
Recorder of Deeds