

RESTRICTIVE COVENANTS RELATING TO
JEFFERSON PARK SIXTH PLAT

KNOW ALL MEN BY THESE PRESENTS:

That Jefferson Park Development Corporation being the owner of the aforesaid subdivision and being desirous of subjecting said property to the restrictions, covenants and reservations hereinafter set forth, each of which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and by the undersigned, its successors and assigns, hereby declares that said property in Jefferson Park Sixth Plat, as above described, is held and shall be transferred, sold and conveyed subject to the following restrictions, covenants and reservations the same as though each were fully set forth in every deed of conveyance of said property as follows:

1. No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached family dwelling or a two-family duplex dwelling, not to exceed two and one-half stories in height, and private garage for not more than three cars, and other outbuildings incidental to the residential use of the premises.

2. No dwelling shall be permitted on any building site at a cost of less than \$14,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of 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 ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 950 square feet for a one-story dwelling.

3. No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat of this subdivision.

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

5. No noxious or offensive activity, including but not limited to the sale of intoxicating liquor or malt beverages, shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used on any building site as a residence, either temporarily or permanently.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except that dogs, cats or other domesticated household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

8. No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. "Building site" as used in this instrument means all or any part of any single tract of land, all of which is owned by the same person or persons other than as lots or parts of lots are held together by the Jefferson Park Development Corporation or by Kenneth G. Cole as subdivision developer.

10. These covenants shall run with the land and be binding on the parties hereto, all persons claiming under them and their respective heirs and assigns for a period of ten years from the date of the recording of this instrument, at which time said covenants automatically shall be extended for successive ten-year periods unless at such time or at the end of any ten-year period by vote of a majority of the then owners of the building sites in said "Jefferson Park Sixth Plat" it is agreed to change said covenants in whole or in part; and such change or changes shall become effective upon the recording in the Recorder's Office of Sangamon County, Illinois, of an instrument in writing, setting forth such change or changes and signed by a majority of the then building owners of said subdivision.

11. Enforcement hereof shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants either to restrain such violation or to recover damages.

12. Invalidation of any of these covenants by court decree or judgment shall in no wise affect any other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, Jefferson Park Development Corporation has caused its corporate name to be subscribed hereto, duly attested with its corporate seal affixed by its proper officers, pursuant to authority of its Board of Directors this 12th day of September, A.D. 1967.

JEFFERSON PARK DEVELOPMENT CORPORATION

By *Kenneth G. Cole*
President

ATTEST
Gail M. Wanless
Secretary

State of Illinois)
) SS
Sangamon County)

Blorothy C. Smith, a Notary Public, in and for the said County, in the State aforesaid, DO HEREBY CERTIFY, that Kenneth G. Cole, President, and Gail M. Wanless, Secretary, of Jefferson Park Development Corporation, a Delaware Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as said President and Secretary, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and volun-

lary act of the said corporation for the uses and purposes therein set forth pursuant to authority given by the board of directors of said corporation and caused the corporate seal of said corporation to be thereto attached.

Given under my hand and notarial seal this 12th day of September, A. D. 1967.



Dorothy Coe Smith
Notary Public

485433

State of Illinois, I hereby certify
Sangamon County that this instrument
was filed for record at 1:42 P.M.
and to SEP 26 1967
Book 1021 of 76 Page 586
[Signature]
RECORDER OF DEEDS

BOOK 1021 PAGE 586