

**BUILDING AND USE COVENANTS AND RESTRICTIONS OF
LAKEWIND ACRES**

ALVIN KRELL, JR. and DIANE W. KRELL, his wife, and CARL WILLIAM KRELL and SHERRY LU KRELL, his wife, the owners of Lakewind Acres, a subdivision of the East Half of the Northeast Quarter except one acre of the South end thereof of Section 28, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, in consideration of the purchase of any part thereof, covenant and agree with each purchaser or grantee of any part of said real estate and with his heirs, devisees, successors in title and assigns, as follows:

1. A lot shall be used exclusively for residential purposes. Only residential single family dwellings not more than one story in height and only one garage for use of occupants of the dwelling may be erected on any lot.

2. No residence shall have less than 1100 square feet of inside floor space not including attic or basement, or be of quality less than required by the Federal Housing Administration. Specifications and building plans of any residence shall be approved by Alvin Krell, Jr. and Carl W. Krell, or the survivor of them, or upon death of both, the owner of one of the two nearest lots. Such approval shall not be unreasonably withheld. The cost of such residence shall be no less than an amount equal to \$16,000 adjusted by the percentage increase or decrease in the cost of building index of the United States Government in the local area or if unavailable larger area from January 1, 1957 to the nearest date preceding the beginning of erection.

3. The front foundation line of any residence shall be 40 feet from the front line of the lot, except as to lots 15, 19, 20, 21 and 25 where the front foundation line shall be 86, 88, 90, 88 and 86 feet respectively from the front line of the lot. The front foundation line of any garage shall be no less than the front foundation line of the residence on a lot. Building foundations shall be no less than 14 feet from side lot lines except as to lots 15, 19, 20, 21 and 25 where building foundations shall be no less than 25 feet from side lot lines, and except as to all lots for garage foundations which shall be no less than 5 feet therefrom, and except for the corner side lot line where the building foundations of residence and garage shall be no less than 15 feet therefrom.

4. Utilities shall be installed and maintained on rear lot lines.

5. No trailer, no temporary structure, no basement or garage, and no prefabricated house shall be placed or used on any lot for a residence. Residences and garages shall be completed within one year from beginning of construction.

6. Septic tanks shall meet all requirements of state and local laws and shall have a capacity of at least 800 gallons with at least 225 feet of laterals. No outside toilets are permitted. There shall be no front yard fences. Any rear yard fence shall not exceed four feet in height.

7. No sign shall be displayed on any lot except a professional sign not over 144 square inches or a "For Rent" or "For Sale" sign not over 720 square inches.

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8. No oil drilling or other mining operation shall be permitted on any lot.

9. No animals, livestock or poultry of any kind shall be bred or kept on any lot, except that dogs or cats or other household pets may be kept though not for commercial purposes, and shall not be permitted to be on the lots of any person without such person's consent.

10. 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.

11. No person shall operate a television, radio, recording, high-fidelity or any other instrument at more than normal sound, nor shall any person engage at any time in any loud or offensive activity or do anything which shall cause or maintain a nuisance.

12. Rubbish, 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.

13. Gas or oil tanks used for heating a residence and located outside thereof shall be installed under the surface of the ground.

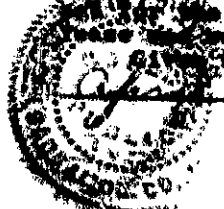
14. The foregoing covenants shall run with the land and be binding upon all persons now owning or hereafter acquiring any title or interest in any lot for a period of twenty-five years from the date these covenants are recorded, after which they shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to any change in such covenants.

IN WITNESS WHEREOF, the parties hereto for themselves, their personal representatives, heirs, devisees, assigns and successors in title do hereby execute, affirm and adopt the foregoing building and use covenants and restrictions of Lakewind Acres.

Alvin Krell, Jr.
Diane W. Krell
Carl William Krell
Sherry Lu Krell

STATE OF ILLINOIS)
COUNTY OF SANGAMON) SS.

I, Ruth T. Jensen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alvin Krell, Jr. and Diane W. Krell, his wife, and Carl William Krell and Sherry Lu Krell, his wife, who are personally 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 they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.



GIVEN under my hand and Notarial Seal this 10th day of _____, A. D. 1957.

Ruth T. Jensen
Notary Public

My commission expires Jan 31 1961.

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I hereby certify
that this instrument
was filed for record at 11:07 A.M.
and in APR 26 1957 on
book of Page

Ronald H. Sells
RECORDER OF DEEDS

mailed
Hoffman & Hoffmann
216 Prince Building
Springfield, Ill.

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