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SANGAMON COUNTY
ILLINOIS

97-42542

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Mary Ann Samuel
RECORDER

RESTRICTIVE COVENANTS

Now comes WILLIAM SCOTT WHALEN and DANA M. WHALEN, being the owners of all of the real estate in Lots 1 through 9 of Eagle Ridge Addition to Thayer, Illinois, described as follows:

Part of the Northeast Quarter (N.E. 1/4) Section 33, Township 13 North, Range 6 West of the Third Principal Meridian situated in the Village of Thayer, Illinois, more particularly described as follows:

Commencing at the Northwest corner of Lot one (1) in Block one (1) of the Chicago, Wilmington and Vermillion Coal Company's First Addition to the Village of Thayer; thence on an assumed bearing of North 89 degrees 58 minutes 38 seconds west along the South line of the existing Sycamore Street 250.00 feet to an iron pipe (found) at the Northwest corner of the premises conveyed to Anthony Murray by deed recorded in Book 206 of Deeds at page 544 of the records of the recorder's office of Sangamon County, Illinois, said point being the Point of Beginning; thence South 00 degrees 09 minutes 29 seconds West 165.00 feet along the west line of said premises conveyed to Anthony Murray to an iron pipe (found) at the Southwest corner of said premises; thence North 89 degrees 58 minutes 38 seconds West along a line parallel to the South right of way line of Sycamore Street 810.00 feet; thence North 00 degrees 09 minutes 29 seconds East 165.00 feet to a point on the South right of way line of Sycamore Street; thence South 89 degrees 58 minutes 38 seconds East along the South right of way line of Sycamore Street 810.00 feet, more or less, to the Point of Beginning, containing 3.07 acres, more or less, subject to any existing easements, encumbrances and road right of way of record.

and hereby declare that such real estate has been divided into lots as shown by the plat of Eagle Ridge Addition to Thayer, IL., recorded in Sangamon County and made a part hereof, and that all lots shown on such plat shall be conveyed and are hereby subject to the following restrictive covenants which shall run with the land.

1. All lots shall be used and occupied only for single family residential purposes and/or for agricultural purposes regularly and commonly conducted in Sangamon County, Illinois, except no livestock or poultry shall be kept on any part of the real estate, provided, however, a lot owner may keep on such real estate, not more than 2 dogs, or 2 domestic cats, or 1 domestic dog and 1 domestic cat, but such animals may

not be kept for breeding or commercial purposes or in such a manner as to cause a nuisance to other owners within the subdivision.

2. No lot shall be used for any noxious or offensive activity, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owner of any lot within such subdivision.

3. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

4. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 10 square foot, one (1) sign of not more than 10 square feet advertising the property for sale or rent by property owner.

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

6. No residential building shall be permitted on any lot, that has a construction cost of less than \$40,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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. Living areas of the main dwelling structures, exclusive of one story open porches and garages, shall conform to the following limitations:

(a) One (1) story-family dwellings shall have a minimum of 1,300 square feet of living area.

(b) Single-family dwellings only having an above grade level area and a sub-grade level area shall have an above grade level area of not less than 1,200 square feet of living area and a minimum of two (2) rooms on the above grade level.

(c) No residences or structures shall be placed or allowed to remain on any lot that have more than one (1) level above grade.

7. No building, including attached porches, breezeways and garages shall be located nearer than thirty-five (35) feet from the front lot line, nor ten (10) feet to an interior tract line. Driveways shall have a minimum width of twelve (12) feet.

8. No dwelling shall be erected unless it shall have a site of at least one (1) lot. Nothing shall prevent any purchaser from erecting a dwelling on a site of more than one (1) lot.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All utilities shall be underground.

10. Grade lines for each building site shall be in conformity with the adjacent building site and shall not interfere with the drainage from adjoining building sites. No fence or wall shall be erected, placed or altered on any building site nearer to any street or roadway line than 10 feet.

11. All compressors and cooling towers 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 or adjacent property owners.

12. 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 throughout and which is not 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.

13. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on said lot at any time as a residence, either temporarily or permanently and no mobile home shall be placed or allowed to remain on any lot or tract whether or not it is placed on a permanent foundation.

14. No lot or any part thereof shall be used as a track or path for motorized vehicles, equipment, quadratracks or dirt bikes, except for the purpose of normal ingress and egress to and from such lot to the roadway.

15. No commercial vehicle, trailer, mobile home, camper or boat shall be kept or parked on any building site except in a garage, or on the road adjoining said subdivision, for a period of longer than eight (8) hours, except personal automobiles or pickup trucks.

16. No motor vehicles which are not in operable condition and currently licensed by the State of Illinois shall be kept or maintained on any lot except one such motor vehicle may be maintained, provided it is kept within a garage or closed in structure.

17. These covenants shall remain in full force and effect for a period of 20 years from the date hereof, and shall automatically be renewed annually thereafter unless the owners of a majority of the lots in Eagle Ridge Addition to Thayer, Illinois prior to the expiration of such 20 years or prior to the expiration of any extension year agree in writing to their ceasing to be in effect at the end of such 20 years or at the end of any such extension year.

18. 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.

19. The provisions of these restrictive covenants may be enforced by the Grantors, their heirs, successors and assigns in ownership to any of the real estate currently adjoining the property conveyed herein, or within the plat of Hunter Subdivision Plat.

20. In the event that legal action is taken to enforce any of these covenants, the costs and legal expenses of such enforcement proceeding shall be paid by the tract owner in violation and in the event they are not paid shall become a lien with the same attributes of a mechanic's lien on the tract owned by a person in violation.

Dated this 3 day of OCT, A.D., 1997.



WILLIAM SCOTT WHALEN



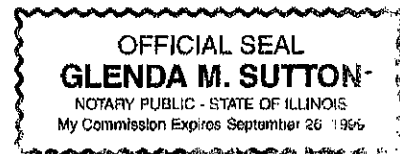
DANA M. WHALEN

STATE OF ILLINOIS)
) SS.
COUNTY OF MACOUPIN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that WILLIAM SCOTT WHALEN and DANA M. WHALEN, 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.

Given under my hand and notarial seal this 3rd day of October, 1997.

Glenda M. Sutton
Notary Public



SCOTT Whalen
Box 233
THAYER IL 62689

