

RESTRICTIVE COVENANTS

WHEREAS, Leonard W. Sapp and Lola Lovene Sapp own all of the lots in Lynndale, a Subdivision situated in the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Twenty-five (25), Township Seventeen (17) North, Range Five (5) West of the Third Principal Meridian, Sangamon County, Illinois; and

WHEREAS, it is desirable to secure the best use and improvement of the lots therein, and to protect the owners of such lots against such use of other lots therein as would depreciate the value of such property, and to prevent the erection of poorly designed or constructed buildings, and to make the best use of and preserve the natural beauty of said property and to locate the buildings thereon with regard to topographic features, and generally to provide for a quality type of development of said subdivision; and

WHEREAS, to secure such objectives said owners desire to subject the lots in said subdivision to such restrictions and covenants as will secure a proper development of said subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Leonard W. Sapp and Lola Lovene Sapp, husband and wife, owners of said property, hereby declare that all lots in said Lynndale Subdivision shall be sold, transferred and conveyed subject to the following covenants and restrictions:

1. No building shall be erected, altered, placed or permitted to remain on any lot except Lots 42, 43, 44, 45, 46, 47 and 49, other than one detached single family dwelling not to exceed 1 1/2 stories in height and a private garage for not more than two cars. The residences on the said lots may be used for home occupations, not involving the conduct of a retail business. Lots 42, 43, 44, 45, 46, 47 and 49 may be used for commercial purposes.
2. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 960 square feet for a one-story dwelling, nor less than 1,368 square feet for a dwelling of 1 1/2 stories.

3. No building shall be erected, placed or altered on any lot 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 design 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 nearer to any street line than the minimum building setback line unless similarly approved. The Architectural Control Committee is composed of Charles E. Dunseth, Jr., Leonard W. Sapp and John Pope. 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 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.

4. No building shall be located on any lot nearer to the street than the setback lines shown on the recorded plat, except that as to corner lots, buildings may be erected thereon closer to the street than as shown on the plat with the approval of the Architectural Control Committee. All buildings must face the interior streets of this Subdivision. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 26 feet or more from the building setback line. No dwelling shall be located on any interior lot line nearer than

10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. No building shall be erected or placed on any lot or portion of a lot, which lot or portion thereof has an area of less than 7,000 square feet.

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

7. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done therein which may be or become an annoyance or a nuisance to the neighborhood.

8. 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. No house shall be occupied as a residence until the exterior thereof is completed.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in said subdivision, except that dogs and cats may be kept as pets only. No dogs shall be kept on any lot until such lot is improved with an inhabitable house.

10. All weeds shall be kept cut on sold vacant lots and no such vacant lot shall be permitted to fall into an unsightly condition. No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in a sanitary container. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. All fuel storage tanks shall be buried underground in a location to be approved by the aforesaid Architectural Control Committee except that oil tanks may be located in basements. No garbage shall be burned at any time.

11. No culverts shall be permitted at the driveways leading into interior streets, but such driveways must be so constructed as to have a concrete apron 18 feet wide starting at the shoulder of the road and continuing at least 18 inches beyond the flow line, with a minimum length from the shoulder of 3 feet,

forming a concrete gutter entrance at least 18 feet by 3 feet, and must have a ditch adequate to drain the natural flow line through such ditch. Driveways must be at least 14 feet wide. 11A. The size, design and location of all mail boxes and posts shall be first approved by said Architectural Control Committee. All mail boxes shall have a metal name and address plate on the top of the box.

12. No outside toilet facilities shall be permitted. All dwellings must have a complete set of plumbing and sewage facilities. No interior house drainage may be discharged on to the surface of any lot or street. No septic tank shall be permitted to be installed or remain installed on any lot that has a capacity of less than 500 gallons. Each individual sewage disposal system shall be constructed in accordance with standard requirements made by the State of Illinois Public Health Department. The location of septic tanks must first be approved by the aforesaid Architectural Control Committee. In the event that any agency or municipality shall in the future have the legal authority to regulate said sewage system in accordance with public health regulations or otherwise, the property owner must comply with the rules and regulations of such agency or municipality.

13. The aforesaid covenants shall run with the land and shall bind all persons and those claiming under them for 25 years from the date of record of these covenants after which time said covenants shall be automatically extended for successive 10 year periods unless an instrument in writing executed by the record owners of a majority of lots in the subdivision, shall have been recorded in the office of the Recorder of Deeds of Sangamon County, Illinois, agreeing to change or rescind said covenant in whole or in part.

14. Invalidation of any one or part of these covenants by judgment or other order shall not in any manner affect any of the other covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 29 day of May, 1959.

[Signature] (SEAL)

[Signature] (SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

271 11130

I, Charles H. Northrup, a notary public in and for the state and county aforesaid, do hereby certify that Leonard W. Sapp and Lola Lovene Sapp, husband and 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 said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of May,



Charles H. Northrup
Notary Public

V 412312

I hereby certify
State of Illinois, } that this instrument
Sangamon County } was filed for record at _____ M.
was filed for record at _____ on _____
and _____
in _____
book _____ of _____
JUN 24 1959
at _____
_____ of _____

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W. A. C. H. Northrup