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DECLARATION OF BUILDING RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, MORGAN LUMBER CO., an Illinois corporation, being the owner of all of the real estate contained in Birch Grove Subdivision, a part of the Northwest Quarter of Section Seven (7), Township Fourteen (14) North, Range Five (5) West of the Third Principal Meridian, situated in the County of Sangamon and State of Illinois:

And for its successors and assigns in consideration of the purchase or other acquisition of any lot or lots situated in the said Subdivision and as inducement thereto, do hereby covenant and agree with each and every purchaser or grantee of any lot or lots in the said above described real estate that the following restrictions as to building and use shall be construed as covenants running with the land, to wit:

1. No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain upon any lot other than one detached single family dwelling.

2. No lot shall be re-subdivided into any other building lot or lots.

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 submitted and 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 than the minimum building set-back line unless similarly approved.

4. No dwelling shall be permitted on any of the lots numbered 1 through 29, inclusive, excepting lot 24, at a cost of less than \$12,500.00 and no dwelling shall be permitted on lots numbered 24, 30 through 48 inclusive, at a cost of less than \$18,500.00, said

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costs to be based upon cost levels prevailing on the date of recording of these covenants, 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. The ground floor area of the main structure exclusive of one-story, open porches and garages, shall be not less than 864 sq. ft. for a one-story dwelling, nor less than 720 sq. ft. for a dwelling of more than one story on any of the lots numbered 1 through 29 inclusive, excepting lot 24, and the ground floor area of the main structure exclusive of one-story, open porches and garages, shall not be less than 1075 sq. ft. for a one-story dwelling, nor less than 832 sq. ft. for a dwelling of more than one story on any of the lots numbered 24, 30 through 48 inclusive.

5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown upon the recorded plat. In any event no building shall be located on any lot nearer than 30 ft. to the front lot line or nearer than 10 ft. to any side street line. No building shall be located nearer than 10 ft. to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 40 ft. or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 40 ft. to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this provision shall not be construed to permit any portion of a building, on any lot to encroach upon another lot.

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 thereon which may be or may become an annoyance or 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.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square ft. One sign of not more than 5 square ft. advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in 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.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that one dog, cat or other household pet may be kept, provided that it shall not be kept, bred or maintained for any commercial purpose thereon.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No spirituous, vinous or malt liquors shall be sold or kept for sale on any lot.

14. The Architectural Control Committee is comprised of E. Kirk Morgan, Shirley Morgan and Ronald Erickson, all of Rochester, Illinois. 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. At any time,

the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of the powers and duties.

15. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. 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 years from the date these covenants are recorded, after which time said covenants 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 change said covenants in whole or in part.

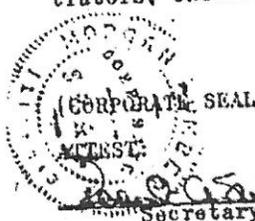
17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

These covenants and restrictions shall not pertain to nor be binding upon the grantees of lot 36 in the said Subdivision.

The foregoing covenants and restrictions are imposed for the benefit of all owners in the said Subdivision, their heirs, administrators, executors and assigns.

MORGAN LUMBER CO., an Illinois corporation  
By *E. H. Morgan*  
Its President

  
*W. C. Arnold*  
Secretary

STATE OF ILLINOIS  
COUNTY OF SANGAMON

SS.

I, Delmer D. White, a Notary Public in and for said County and State aforesaid, do hereby certify that E. Kirk Morgan and Robert A. Stuart, President and Secretary respectively of Morgan Lumber Co., an Illinois corporation, whose names are subscribed to the foregoing instrument, personally appeared before me and signed the same pursuant to authority duly given by resolution adopted by the Board of Directors.

Given under my hand and official seal this 14<sup>th</sup> day of April, A.D. 1960.



Delmer D. White  
Notary Public

