

PROTECTIVE COVENANTS

*All Additions*

3-9-72 # 5 24975

The Illinois National Bank of Springfield, Illinois, as Trustee under a Trust Agreement dated November 8, 1971 and known as Trust No. 13-03548, owner of all of the property in Walnut Park Estates Subdivision in the Village of Chatham, Sangamon County, Illinois, and being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to the benefit of and pass with said property and each and every parcel thereof and shall apply to and bind the undersigned and its successors and assigns, and to insure the best use and most appropriate development and improvement in each building site thereon, to protect the owners of building sites against such improper use of surrounding land as will depreciate the value of their property, to preserve, so far as practicable, the natural beauty of said property, to guard against the erection thereon of poorly designed proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious appearances, to secure appropriate locations of homes on building sites, to secure and maintain proper setbacks and in general to provide for a quality improvement on said property, hereby declares that said property is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, conveyances, reservations and charges hereinafter set forth:

(a) No building site shall be used except for residential purposes. Except for the provisions of paragraph (c) below, no building shall be erected, altered, placed or permitted to remain on any building site other than one detached family dwelling not to exceed two stories in height, a private garage for not more than three cars and other outbuildings incidental to the residential use of the premises.

(b) No building shall be erected, placed or altered on any building site until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing by the Architectural Control Committee (or by a representative designated by a majority of the members of said 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 and building lines. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building set-back line unless similarly approved. Said Architectural Control Committee shall be composed of L. H. Owen, Charles E. Robbins, and Marie Archer. In the event of the death or resignation of any member of said Committee, the remaining members or member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority or to appoint a member or members to fill the vacancy. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications and plot plans have been submitted to it or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty days after construction is commenced or prior to the completion thereof (whichever period is the longer), such approval will not be required and this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to violation of paragraph (g) following). Neither the members of said Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee and of its designated representative shall cease when 95% of the houses in the Subdivision are completed, and thereafter the approval described in this covenant shall not be required unless prior to said time and effective thereon, a written instrument shall have been executed by the then record owners of a majority in area of the land within the boundaries of said lots and shall have been duly recorded in the office of the Recorder of Deeds of said County appointing a representative or representatives who shall thereafter, for the time specified in said agreement, exercise the same powers exercised by said Committee.

- (e) There shall not be erected, placed or suffered to remain  
(1) any dwelling or other building on any building site having an area of less

than 980 sq. ft. or (2) any dwelling on any building site which has a width at the building line of less than 70 ft.

(d) Two-story homes shall have a minimum floor area of 700 square feet for each floor. The ground floor area of a one-story frame shall have a minimum of 800 square feet. One and one-half story houses shall have a minimum ground area of the first floor of 820 square feet. Tri-level houses shall have a minimum of 1400 square feet of gross floor area. All square footage as aforesaid shall be computed from the outside of the exterior walls of the building.

(e) 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 set-back lines shown on the recorded plat. There shall be a total side yard of 15 feet for both sides of any building tract, except that no house shall be closer to another house than 15 feet. Detached garages shall not be closer than 5 feet to a side yard line. No building shall be located nearer than 30 feet from the front street line except the buildings facing Walnut Street Road shall be set back at least 40 feet from the street line. For the purposes of this paragraph, 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 building site to encroach upon another building site.

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

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

(h) No noxious or offensive activity shall be carried on upon any building side, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(i) No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than 1 sq. ft., one sign of not more than 5 sq. ft. advertising the property for sale or rent, or signs

used by a builder to advertise the property during the construction and sales period.

(j) No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

(k) No building site 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.

(l) No fence, wall, hedge or shrub planting, which obstructs sight lines at elevations between 2 and 6 ft. above the paved surface of the nearest adjacent vehicle roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the respective straight street property lines extended to their intersection and a line between points on said straight street lines, which points are 25 ft. from said intersection. No tree shall be permitted to remain within such triangular area unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines at said elevations.

(m) No private driveway shall be regularly used or maintained on any of said land or within any street right of way unless the same is constructed and improved with a concrete or blacktop surface over its entire length and width from the edge of the street pavement within the public street to the point of termination of such driveway.

(n) No outside toilet facilities shall be permitted. All dwellings must have a complete set of plumbing and sewage facilities. No septic tank shall be permitted to be installed or remain installed on any lot that has a capacity of less than five hundred (500) gallons. Each individual water supply and 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 and wells 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 water supply and

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.

(o) If any building site is zoned in a classification other than R-1 under the Village of Chatham Zoning Ordinance, such building site may be used for any use permitted by such zoning classification, and in accordance with the terms and conditions of such Ordinance as to such classification, and if these covenants are inconsistent therewith, the Chatham Zoning Ordinance shall control.

(p) No lot owner or occupant shall permit any truck or commercial vehicle to be parked or stored on the lot, in the driveway or in the street in front of or alongside the lot. This shall not prevent the lot owner or occupants from storing a truck or commercial vehicle owned by such owner or occupant or used by him in his business in the garage on the premises so long as said vehicle is not exposed to public view.

(q) "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.

(r) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for twenty-five years from the date of recording, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument in writing, executed by the then record owners of a majority in area of the land within the boundaries of said lots shall have been recorded in the office of the Recorder of Deeds of said County agreeing to change or revoke said covenants in whole or in part.

(s) 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.

(t) 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.

(u) The undersigned certifies and covenants that it holds title to all said land and is authorized to execute this instrument.

IN WITNESS WHEREOF, The Illinois National Bank of Springfield, Trustee as aforesaid, has caused its corporate name and seal to be hereunto affixed, and this instrument to be executed by its Assistant Trust Officer and its seal attested by its Assistant Cashier, for and in its behalf, pursuant to authority duly granted by its Board of Directors, this 7th day of February 1972.

THE ILLINOIS NATIONAL BANK OF SPRINGFIELD, as Trustee under the provisions of a Trust Agreement dated November 8, 1971, and known as Trust No. 13-03548

By Paul Marshall  
Asst Trust Officer

Attest  
Don S. Browning  
Assistant Cashier

STATE OF ILLINOIS )  
COUNTY OF SANGAMON ) SS.

I, Naomi Barkhurst, a Notary Public in and for the State and County aforesaid, do hereby certify that Paul V. Marshall and Don S. Browning, personally known to me to be the Assistant Trust Officer and Cashier, respectively, of said banking association, and who are also 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 as such Assistant Trust Officer and Cashier, they signed, sealed and delivered the aforesaid instrument and caused the corporate seal of said banking association to be affixed thereto, pursuant to authority of its Board of Directors, as their free and voluntary act and as the free and voluntary act and deed of said banking association as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7th day of February 1972.

524975

State of Illinois, I hereby certify that this instrument was filed for record at 11 46 11 and in Book MAR 9 - 1972 on page 57

Naomi Barkhurst  
Notary Public  
SANGAMON COUNTY, ILLINOIS

BOOK 1118 PAGE 57

Marie Archer, Realtor  
1901 S. 7th St.

DECLARATION WITH REGARD TO RESTRICTIVE COVENANTS

12-30-74 # 58495

WHEREAS, on February 7, 1972, The Illinois National Bank of Springfield, as Trustee under Agreement dated November 8, 1971 and known as Trust No. 13-03548 (formerly Trust No. PL-13-03548), executed a Declaration of Restrictive Covenants, which covenants, under the terms of said Declaration, applied to "Walnut Park Estates Subdivision", and which Declaration was recorded in the Recorder's Office of Sangamon County, Illinois, in Book 1119 at Page 52, Document No. 524975; and

WHEREAS, said Subdivider has subsequently filed Plats for Walnut Park Estates Plat I, Plat II, Plat III, Plat IV and Plat V, without filing any additional Declaration of Restrictive Covenants; and

WHEREAS, it was the intention of the Subdivider to subject all of the abovementioned five Plats in Walnut Park Estates, and any subsequent Plats in Walnut Park Estates, to the aforesaid restrictive covenants contained in the aforesaid Declaration;

NOW, THEREFORE, the undersigned, The Illinois National Bank of Springfield, Trustee as aforesaid, declares and states that the aforesaid Declaration of Restrictive Covenants was and is intended to apply, and does apply, to all property embraced within Walnut Park Estates, Plats I through V, inclusive, and any future Plats of said Walnut Park Estates Subdivision and that any conveyances heretofore made by the undersigned Trustee of properties in any of said Subdivisions, which are made subject "to restrictive covenants heretofore of record" were intended to incorporate said restrictive covenants into any and all of said Trustee's Deeds.

IN WITNESS WHEREOF, The Illinois National Bank of Springfield, Trustee as aforesaid, has caused this instrument to be executed by its Trust Officer, pursuant to authority of its Board of Directors, this ~~19th~~ day of

December, 1974.

*[Handwritten signature]*  
Trust Officer

THE ILLINOIS NATIONAL BANK OF  
SPRINGFIELD, Trustee under Agreement  
dated February 7, 1972 and known as Trust  
No. 13-03548 (formerly Trust No. PL-13-03548)

By *[Handwritten signature]*  
Trust Officer

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF SANGAMON )

I, Naomi Barkhurst a Notary Public in and  
for the County and State aforesaid, do hereby certify that Alvin G.  
Becker Trust Officer, and Don S. Browning  
Cashier, of The Illinois National  
Bank of Springfield, a national banking association, personally known to me,  
to be the Trust Officer and Cashier, respectively, of said  
banking association, and who are also 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 as such Trust Officer and  
Cashier they signed, sealed and delivered the aforesaid  
instrument and caused the corporate seal of said corporation to be affixed  
thereto, pursuant to authority of its Board of Directors, as their free and  
voluntary act and as the free and voluntary act and deed of said corporation  
as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 19th day of December,  
1974.

  
Notary Public  


This instrument was prepared by  
Garth Catron and Hardin, Attorneys  
820 Illinois Building  
Springfield, Illinois 62701

*Ms. 1 to*

563485 5

SEALS of Illinois, )  
Sanction hereby )  
was filed for record )  
and )  
Book )  
RECORDED )  
OF DEEDS )

AMENDMENT TO DECLARATION WITH REGARD  
TO RESTRICTIVE COVENANTS

WHEREAS, on February 7, 1972, The Illinois National Bank of Springfield, as Trustee under Agreement dated November 8, 1971, and known as Trust No. 18-03548 (formerly Trust No. PL-03548), executed a Declaration of Restrictive Covenants applicable to "Walnut Park Estates Subdivision", which Declaration is recorded in the Recorder's Office of Sangamon County, Illinois in Book 1119 of Mortgages at Page 52, Document No. 524975; and

WHEREAS, on December 19, 1974, said Trustee executed a Declaration with regard to said Restrictive Covenants providing that said original Declaration was intended to apply to all property within Plats I through V of Walnut Park Estates and any future plats thereof, which Declaration was filed in the above Recorder's Office as Document No. 563485; and

WHEREAS, said Trustee has subsequently filed Plats VI and VII of Walnut Park Estates and proposes to file Plats VIII and IX and desires to clarify that said original covenants shall apply to said plats; but

WHEREAS, it is not and never was the intention of the Subdivider to subject Lot Eighty-two (82) of Walnut Park Estates Plat III to said covenants, inasmuch as said Lot, prior to the platting of any of the Walnut Park Estates Plats, was zoned "commercial" under the Village of Chatham Zoning Ordinance and continues to be so zoned, and all purchasers of lots in the Walnut Park Estates Plat have been on notice of the Subdivider's plans for commercial development of said Lot 82,

NOW, THEREFORE, The Illinois National Bank of Springfield, Trustee as aforesaid, declares and states that the aforesaid Declaration of Restrictive Covenants, which are applicable to Plats I through V, inclusive, also was intended to apply and shall apply to all property embraced within the Plats VI through IX, inclusive, of Walnut Park Estates, and that any conveyances heretofore or hereafter made by the undersigned Trustee of any properties in said Plats VI through IX, inclusive, which are made "subject to restrictive

3-8-76 # 580283

