RESTRICTIVE COVENANTS

WOLF RANCH SUBDIVISION

WHEREAS, Albert Sokolis and Mary Sokolis, his wife; Edward G. Wolf and Miriam S. Wolf, husband and wife, own all the lots in Wolf Ranch, a Subdivision, situated in the Village of Chatham, County of Sangamon, State of 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 the aforesaid owners of said property hereby declare that all lots in said Wolf Ranch 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 other than one detached single family dwelling not to exceed three levels of living quarters in height and a private garage for not more than two cars.

2. No dwelling shall be permitted on any lot at a cost of less than $12,000.00 based upon cost levels prevailing on the date when these covenants are recorded, it being the intention and the purpose of this 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. Floor areas of the main dwelling structures, exclusive of one story open porches and garages, shall conform to the following limitations:

(a) One story houses with no basement and two bedrooms shall have a minimum of 900 sq. ft. of area; with no basement and three bedrooms, a minimum of 900 sq. ft. of area; with basement and two bedrooms, a minimum of 860 sq. ft. of area; and with basement and three bedrooms, a minimum of 960 sq. ft. of area.

(b) One and one-half story houses shall have a ground level area of not less than 760 sq. ft. and a maximum of four rooms on the ground floor, and shall have not less than 1,020 sq. ft. for the entire house.

(c) Two level houses shall have a ground level area of not less than 620 sq. ft. and a maximum of three rooms on the ground floor and shall have not less than 1,204 sq. ft. of floor area for the entire house;

(d) Tri-level houses shall have an upper living area with a minimum of 950 sq. ft. and a lower level of a minimum of 450 sq. ft. whether finished or unfinished.

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 set-back line unless similarly approved. The Architectural Control Committee is composed of Albert Sokolis, Mary I. Sokolis and L. H. Owen. 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 not 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. In no event shall any building be located closer than 40 ft. to the North lot line or nearer than 5 ft. to an interior lot line, except that no dwelling shall be erected closer than 15ft. to any adjoining dwelling and as to Lots 6 and 7, no building shall be erected closer than 10 ft. to Little Creek Road. 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 dwelling shall be erected or placed on any lot having a width of less than 60 ft. at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 17,300 sq. ft.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfer with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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.

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 foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

11. 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.

12. All weeds shall be kept cut on sold vacant lots and no such vacant lots 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 sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

13. 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 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 a 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.

14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between 2 and 6 ft. above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 ft. from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of street property lines extended. The same sight line limitations shall apply on any lot within 10 ft. from the

intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. 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 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.

16. 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.

17. 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.

Dated this 23rd day of September 19 60.

Albert Sokolis (SEAL)
Albert Sokolis

Mary Sokolis (SEAL)
Mary Sokolis

Edward G. Wolf (SEAL)
Edward G. Wolf

By her (X) mark (SEAL)
Miriam S. Wolf

Signed and acknowledged by Albert Sokolis, Mary Sokolis, Edward G. Wolf and Miriam S. Wolf, in the presence of:

Mary R. Allen (SEAL)

L H Cuson (SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, L H Cuson a Notary Public, in and for said County and State, do hereby certify that Albert Sokolis and Mary Sokolis, husband and wife, and Edward G. Wolf and Miriam S. Wolf, wife of Edward G. Wolf, who signed this instrument by her mark, personally known to me to be the same persons whose names are subscribed to the foregoing Restrictive Covenants of "WOLF RANCH SUBDIVISION", appeared before me this day in person and acknowledged that they signed and sealed said instrument and adopted said Restrictive Covenants as their free and voluntary act and for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23d day of September A. D. 1960

L H Cuson
Notary Public

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State of Illinois, Sangamon County } I hereby certify that this instrument was filed for record at [illegible] M. and recorded on SEP 20 1960 in book ____ of ____ Page ____

Ronald J. Gibbs
RECORDER OF DEEDS

6.00

Paul Freeney
2008 So. Stat