

RESTRICTIVE COVENANTS

OF

BIRCH LAKES ESTATES

State of Illinois, ) I hereby certify  
 Sangamon County, ) ss. that this instrument  
 was filed for record at 1368 M.  
 and in JUN 24 1977 recorded  
 in Book 4305 of 79 Page 1428 10

*James C. ...*  
 Recorder of Deeds

The First National Bank of Springfield, as Trustee under the provisions of a Trust Agreement dated August 5, 1975, known as Trust No. 3398, a national banking association having its banking house in the City of Springfield, County of Sangamon and State of Illinois, being the owner of the Lots in Birch Lakes Estates, addition to the Village of Sherman, Illinois, as shown by the plat of such Addition recorded on June 15, 1977, in the Office of the Recorder of Deeds of Sangamon County, Illinois, in Book 22 of Plats at page 95 as document number 388210; situated in the Village of Sherman, County of Sangamon, State of Illinois, and for its successors and assigns, in consideration of the best development of the aforesaid subdivision and for the mutual benefit of all prospective purchasers, does hereby establish the following restrictions as to building and use which apply only to Lots 51, 52, 69, 70, 71, and 72, and do not apply to Lots 46 thru 50, and Lots 53 thru 68 of such addition:

1. Subject to the provisions of these covenants, only one detached single-family dwelling and private garage appertaining thereto shall be erected on each lot or site. No use shall be made of each lot or site except such as is incidental to the occupation thereof for residence purposes by one private family residing in a detached, single-family dwelling. No building shall be erected, altered, placed or permitted to remain on any lot or lots or part or parts thereof exceeding two and one-half stories in height.
2. No dwelling shall be permitted on any lot or site at a cost of less than \$25,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of 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 total floor area of the main structure, exclusive of basement, one-story open porches and garages, shall be not less than 1000 square feet for one-story dwelling, nor less than 1400 square feet for a two-story dwelling, nor less than 1500 square feet for a bi-level dwelling and not less than 1500 square feet for a tri-level dwelling.

No building shall be located on any lot or site nearer to the front lot line or side line than the minimum set-back line as shown on recorded plat of subdivision.

3. No building exclusive of eaves and steps shall be located on any lot nearer to the front lot line or side line than the minimum building line, shown on the recorded plat of said Addition, and nearer than 10 feet to any interior lot line, provided that a detached garage constructed to the rear of lot or site may be no nearer than 5 feet to any interior lot line.

Interior lot lines as used herein means the lot lines having no street frontage shown on the recorded plat of said Addition, except when a single site in said Addition consists of more than one lot contiguous to all or part of another lot with the ownership of all of such site in common, then the exterior lines of such site that have no street frontage shall be considered to be the interior lot lines for all of such site.

Where a side yard is used for driveway purposes, that side yard adjacent to the dwelling shall not be less than 15 feet in width.

4. Each driveway on each lot or site shall be approved by the Architectural Control Committee.
5. No residential building shall be permitted to remain on any lot or site consisting of more than one lot or part or parts thereof, having an area of less than 10,000 square feet, or width of less than 70 feet at the front Building Line, shown upon the recorded plat of said Addition. The grade line of any lot or site shall be maintained to correspond with that of surrounding property.
6. No trailer, basement, tent, shack, garage, barn, or other out-building placed on any lot shall, at any time, be used as a residence, temporarily or permanently.

Subject to the provisions of Paragraph 19, no vehicle larger than one that will fit into a 20 foot deep garage with a 7 foot high overhead garage door, no boats, or trailer of any type will be parked on any lot or on the streets of the Subdivision except commercial vehicles used for construction in the Subdivision and then only by written permit from the Architectural Control Committee. Any object deemed objectionable by the Architectural Control Committee must be immediately removed.

All vacant lots shall be kept free of weeds and shall not be permitted to fall into an unsightly condition.

7. No spirituous, vinous or malt liquor shall be sold, or kept for sale on any lot or site.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of the neighboring property.

10. No lot, or any part thereof, shall be used, either temporarily or permanently, to sell, store, or accumulate used cars, parts therefrom or junk of any kind or character whatever. Rubbish, trash, garbage, or other waste shall not be kept on any lot except temporarily and all such rubbish, trash, garbage, or other waste shall be kept 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.
11. No sign of any kind shall be maintained or displayed on any lot except one sign of not more than one square foot in area, identifying the occupants of the dwelling, one sign of not more than 5 square feet in area advertising the property for sale or rent, and signs used by contractors during the construction of any improvements thereon.
12. An easement over that portion of any lot designated as "Easement" shown on the recorded plat of said Addition is hereby reserved for drainage and the use of public utility companies and others to install, lay, construct, renew, operate and maintain pipes, conduits, cables, poles and wires, either overhead or underground, for the purposes of providing any property in said Section with gas, electric, telephone, water, sewer, or other utility services. Overhead cables, poles, and wires for public utilities shall be permitted only on such portion of any lot designated for public utilities, but all electric and telephone service lines therefrom for any improvements in said Addition shall be installed and maintained underground. Drainage in such portion so designated as "Easement" shall not be blocked or impaired, and any owner of any lot or part thereof in said Addition shall have the privilege of removing any obstruction blocking or impeding such drainage.
13. No building shall be erected, placed or altered 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 or site nearer to any street line than the minimum building setback line unless similarly approved.

The Architectural Control Committee is composed of William F. Kileen, Edwin L. Kileen, and Shirley J. Kileen. A majority of 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.

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 plat 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.

14. 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 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. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. No building shall be under construction for a period in excess of six months without written approval of the Architectural Control Committee.
15. No machinery, appliance, or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any lot for the facilitation and carrying on of any trade, business or industry.
16. No structure shall be erected without an individual waste disposal system and no septic tank shall be installed without first conducting a proper soil percolation test and without provision for the minimum number of laterals required for a three bedroom house (or more if more than a three bedroom structure is to be serviced by such septic tank), all in accordance with the regulations of the Illinois State Sanitary Water Board.
17. These covenants shall be binding upon all parties and all persons claiming through or under them for a period of twenty-five years from the date these covenants are filed for record, after which time such covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then adult owners of record of said plat in said Addition has been filed for record, agreeing to change such covenants in whole or in part.
18. Invalidation of these covenants by judgment or court order shall, in no wise, affect the other provisions which shall remain in full force and effect.

Dated this 24th day of June, 1977.

THE FIRST NATIONAL BANK OF SPRINGFIELD,  
as Trustee under the provisions of a Trust Agree-  
ment dated August 5, 1975, known as Trust No. 3554

By George P. Egan  
Trust Officer



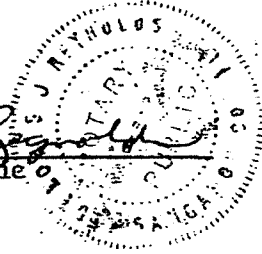
ATTEST:

Paul H. [Signature]  
Assistant Cashier

STATE OF ILLINOIS :  
                                  : SS  
COUNTY OF SANGAMON:

I, Deloris J. Reynolds a Notary Public in and for the County and State aforesaid, do hereby certify that George C. Engel and Paul L. White, Trust Officer and Assistant Cashier, respectively of THE FIRST NATIONAL BANK OF SPRINGFIELD, TRUSTEE under the provisions of a Trust Agreement dated August 5, 1975, known as Trust No. 3554, personally known to me to be the Trust Officer and Assistant Cashier, respectively, of said Bank, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed, sealed and delivered the foregoing instrument and caused the corporate seal of said Bank to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed of said Trustee, for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors.

Given under my hand and notarial seal this 24th day of June, 1977.

*Deloris J. Reynolds*  
Notary Public of 

*Prepared by & mail to  
W.W. Kileen  
Sherman, Ill*

