

Illinois, I make this endorsement, pursuant to Statute in such case made and provided.  
Dated at Springfield, Illinois, this 4 day of June, A.D. 1953.

Richard J. Lyons  
Director of the Department of Revenue  
of the State of Illinois.

Filed for record this 8th day of June, A.D. 1953 at 11:55 A.M. Instrument No. 715023.

State of Illinois )  
County of St. Clair ) ss.

Erwin Kaufmann, being first duly sworn says that he resides in the City of Belleville,  
County of St. Clair and State of Illinois.

Affiant further says that he was the son of Adam Kaufmann and Margaret Kaufmann, his wife,  
and that they were the same persons who conveyed to affiant and his wife, Elma Kaufmann, as  
joint tenants and not as tenants in common, the following described real estate:

Part of Lot numbered Twenty-four (24) in Survey Numbered Three Hundred and Seventy Eight  
(378) as per plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in  
Book of Plans "C" on page 381, described as follows, to-wit:-

Commencing the Survey thereof at a point where the Northwest line of Fourth Street  
intersects the Northeast line of Mascoutah Avenue, running thence North 59° 15' East along the  
Northwest line of said Fourth Street One Hundred and fifty (150) feet, thence North 40 1/2° West  
Fifty (50) feet, thence South 49° 15' West to Mascoutah Avenue, thence along the Northeast line  
of Mascoutah Avenue to the point of beginning.

Reserving to the grantors and the survivor of them during their natural lives all of their  
right, title and interest in the above described premises,

Situated in the City of Belleville, County of St. Clair and State of Illinois;  
in which premises however, the said Adam Kaufmann and Margaret Kaufmann, his wife, reserved  
unto themselves a life estate.

Affiant further says that his said father Adam Kaufmann departed this life in the City of  
Belleville on the 7th day of December, 1947, and that his said mother, the said Margaret  
Kaufmann, departed this life in the City of Belleville on the 12th day of December, 1952.

Erwin H. Kaufmann Sr.

Subscribed and sworn to before me this 13th day of January, A.D. 1953.

H. R. Weber  
Notary Public

(Notarial Seal)

Filed for record this 8th day of June, A.D. 1953 at 11:55 A.M. Instrument No. 715023.

Atlas Ogle's Subdivision  
Restrictions Indenture

Whereas a real estate subdivision plat known as Atlas Ogle's Subdivision, being a subdivi-  
sion of part of Lot 10, being a part of the Southeast Quarter (1) of Section 12, in Township  
One (1) North Range Nine (9) West of the Third Principal Meridian, St. Clair County, Illinois,  
which said plat and the premises shown thereon are, and shall hereafter be, made a part hereof;  
and,

Whereas the makers of this indenture, Atlas F. Ogle and Virginia E. Ogle, of the City of  
Belleville, Illinois, have taken title to the premises comprising the subdivision known as Atlas  
Ogle's Subdivision, with the right to convey the said premises, or any part or parts thereof;  
and,

Whereas the said owners desire to impose on the said premises certain easements, conditions, restrictions, reservations and limitations;

Now Therefore, in consideration of mutual advantages to accrue to the owners of the premises comprising the said subdivision at the time of its recording in the Recorder's Office of St. Clair County, Illinois, as well as to the future owners of said premises, there is hereby imposed on the said subdivision certain easements, conditions, restrictions, reservations and limitations, which are hereby made a part of the plat of said Alice Ogle's Subdivision, to-wit:

(1) Building Cost, Quality And Size.

No residence shall be permitted on any lot at a cost less than \$12,000 based on the cost levels prevailing on the date these covenants are recorded, it being understood that the intention and purpose of this covenant is 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. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet. The builder must submit plans of the building to be constructed on the premises, showing the design and specifying the type of materials to be used in the exterior construction. These plans must be approved by the seller before the building is started. The exterior of the building must be completed within one year from the start of construction. Consideration will be given to any emergency (such as death) or other equally unavoidable conditions that may cause violation of the above clause.

(2) Residential Area Covenants, Land Use And Building Type

No trailer, basement, tent, shack, garage, barn or other out-building shall under any circumstances be used either temporarily or permanently for residence purposes nor shall same be used either temporarily or permanently as a dwelling. No lot shall be used except for residential purposes. Not more than one house shall be built, placed or constructed on a lot and shall be not more than one story in height. No flat roof type house, concrete block house, or house with asbestos or brick siding shall be permitted on any lot.

(3) Building Lines.

No building or structure, nor any part thereof, may be built, placed or constructed in the space between any building line shown on the said plat and the street which is adjacent to the front or side line of any lot. No building or structure, nor any part thereof (except fences) may be built, placed or constructed closer than ten (10) feet to any line defining the limits of ownership of the adjacent property.

(4) Building Location.

No building shall be located on any lot closer to the front lot line or closer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot closer than 30 feet to the front lot line, or closer than 15 feet to any side street line. In case of one person owning two or more adjacent lots no restrictions shall be imposed on the interior lot line, however in no case will any house be permitted closer than 20 feet to any other house. No dwelling shall be located closer than 20 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) Easements;

All easements as shown on this plat, shall be, and the same are hereby set aside and reserved for public utilities service and municipal improvements. No building or structure or any part thereof may be built, placed or constructed on or within or over any easement as shown

on this plot, or which may hereafter be established. It is expressly declared and provided however, that the said owners of the lands comprising this subdivision at the time of its recording, reserve and retain themselves, and so long as they remain the owners of one or more of the lots, the right and privilege to eliminate any one or more of the easements, or any part or parts thereof, but there shall be provided, at that time, for each lot so affected thereby or any buildings or structures that may then or later be erected or placed thereon, subdivisions essentials and facilities similar to and as adequate as those eliminated, and there shall also be such additional easement or easements established to take the place of those eliminated, if any be necessary.

(6) Nuisance

No noxious or offensive trade or activity shall be carried on upon any lot, shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. All coal underlying the lot and streets of this subdivision are reserved.

(7) Signs

No sign of any kind shall be displayed to the public eye on any lot except one professional sign of not more than one square foot, one sign of not more than sixteen (16) 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.

(8) Livestock And Poultry

No grunts, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

(9) Garbage, Refuse And Sewerage Disposal

No lot shall be used or maintained as a dumping grounds for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such material shall be kept clean and in sanitary condition. No sewerage disposal shall be allowed to drain that will reach the surface of the earth.

In Witness Whereof, the owners have caused this indenture to be duly executed and have hereunto set their hands and seals this 3rd day of June, A.D. 1953.

Atlee P. Ogle  
Virginia R. Ogle

State of Illinois, }  
County of St. Clair } SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Atlee P. Ogle and Virginia R. Ogle, 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 the said instrument, as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 3rd day of June, A.D. 1953.

(Notarial Seal)

William R Tweedy  
Notary Public  
Notary Public  
My Commission Expires Jan. 15, 1956

Filed for record this 5th day of June A.D. 1953 at 4:35 P.M. Instrument #711922