

PROTECTIVE COVENANTS RELATING TO
"WAYSIDE MEADOWS SUBDIVISION"

KNOW ALL MEN BY THESE PRESENTS:

That CAPITOL BANK & TRUST COMPANY OF SPRINGFIELD, a banking corporation of Illinois, as trustee, being the owner of the land described in Clause I of this declaration 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, hereby declares that the property described in Clause I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

CLAUSE I.

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges set forth in the various paragraphs of this declaration is more particularly described as follows:

Lots 1 to 50, both inclusive, of "Wayside Meadows Subdivision" Plat I, a part of the Southeast Quarter of Section 29, Township 14 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois.

CLAUSE II.

To insure the best use and most appropriate development and improvement of each building site therein; 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 encourage and secure the erection of attractive homes with appropriate locations thereof on building sites; to secure and maintain proper set back lines from streets and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvements on said property and thereby enhance the values of

investments made by purchasers of building sites therein, the real property described above is hereby subjected to the following conditions, restrictions, covenants, reservations and charges:

A. No building site shall be used except for residential purposes.

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 attached garage for at least two cars, and other outbuildings incidental to the residential use of the premises. No dwelling shall be permitted on any building site having a living area of less than 1300 square feet.

B. No building shall be located on any building site nearer to the front lot line or nearer to the street line than the minimum set-back lines shown on the recorded plat. No dwelling shall be located on any building site nearer than 15 feet to any interior building site 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.

C. An easement over that portion of any lot designated as "Easement" shown on the recorded plat 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 subdivision 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 building site designated for public utilities, but all electric and telephone service lines therefrom for any improvements in said subdivision shall be installed and maintained underground.

D. No live trees now on any building site shall be removed for any reason or purpose. Nor shall their beauty or well-being be changed or endangered by construction in the area.

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

F. The exterior of any building shall be completed within one year from the date construction begins.

G. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All vacant lots shall be kept free of weeds and shall not be permitted to fall into an unsightly condition.

H. No sign of any kind shall be displayed to the public view on any building site 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.

I. No building site shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

J. No fence shall be erected between the street line and that side of a building facing the street.

K. Only domestic animals not used for any commercial purposes shall be permitted to reside or be maintained on any premises.

CLAUSE III.

Enforcement of the conditions, restrictions, covenants, reservations and charges contained herein shall be by the Control Committee which is composed of Carl P. Aarup, Ernest L. Lang, and Elmer W. Schultz. In the event of the death or resignation of any member the remaining members may designate a representative to fill said

vacaney. Committee members shall not be entitled to any compensation for services performed pursuant to these covenants.

CLAUSE IV.

For a period of Five years from April 1, 1974 all plans for the exterior design of any residential structure to be erected upon any building site shall be submitted to any one member of the Control Committee referred to in Clause III hereof for approval. In no event shall modular homes be erected on any building site.

CLAUSE V.

"Building site" as used in this instrument, means any one lot as shown on the recorded plat.

CLAUSE VI.

The grantees of all building sites, their heirs, successors, and assigns shall have full rights and privileges in any property owners association which may hereafter be organized for the purposes referred to in this clause. Such association shall be devoted to the supervision and maintenance of parks and other public areas to be set aside in future plats of this Subdivision for the common use of the Subdivision property owners and any other purposes which said association may deem appropriate.

CLAUSE VII.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1989, 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 the area of the land within the boundaries of said lots shall have been recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois, agreeing to change or revoke said covenants in whole or in part.

CLAUSE VIII.

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.

CLAUSE IX.

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

CLAUSE X.

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

IN WITNESS WHEREOF, Capitol Bank & Trust Company of Springfield has caused this instrument to be executed in its corporate name by its Vice President and Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, this 5th day of April, 1974.

CAPITOL BANK & TRUST COMPANY OF SPRINGFIELD, a banking corporation of Illinois, as trustee

By F. Postin White, Vice President and Trust Officer



Attest: [Signature] Assistant Cashier

STATE OF ILLINOIS))SS COUNTY OF SANGAMON)

I, Katherine J. Zeffland, a notary public, in and for said County and State, do hereby certify that F. Postin White, Vice President and Trust Officer, and [Signature], Assistant Cashier, of the Capitol Bank & Trust Company of Springfield, a banking corporation of Illinois, as trustee, personally known to me to be the same persons and such officers, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Trust Officer, and Assistant Cashier, they signed, sealed, and delivered the said instrument as the free and voluntary act of said Bank as said trustee, for the uses and purposes therein set forth, pursuant to and in exercise of due authority conferred by the Board of Directors of said Bank.

[Signature] Notary Public

My commission expires: 4/8/76



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BOOK 1191 PAGE 177

State of Illinois,)
 Sangamon County) ss. that this instrument
 was filed for record at 130 p.m.
 on APR 23 1974 recorded
 in Book _____ Page _____

James J. [Signature]
 Notary Public
 State of Illinois

188 1402, 5414 W. 111.