

PROTECTIVE COVENANTS

WHEREAS, Williamsville Development Corporation, a Delaware Corporation, owns all of the lots in Country Meadows, a subdivision situated in the Northeast Quarter of Section 4, Township 17 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, and

WHEREAS, it is desired to secure the best use and improvements of the lots therein, and to protect the owners of such lots against such use of other lots therein as will 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 owner desires 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 Williamsville Development Corporation, a Delaware Corporation, owner of said property, hereby declares that all lots in said Country Meadows Subdivision shall be sold, transferred and conveyed subject to the following covenants and restrictions:

A. RESIDENTIAL AREA COVENANTS.

A-1. Land Use and Building Type. No lot shall be used except for residential purposes, and no building shall be erected, altered, placed or permitted to remain upon any lot other than one detached single or two family dwelling, not to exceed two stories in height, and a private garage.

A-2. Architectural Control. 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 the quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence, hedge, or wall shall be erected, placed, or altered on any

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lot nearer to any street than the minimum setback line unless similarly approved. Approval shall be as provided in Part C.

A-3. Dwelling, Quality and Size. No dwelling shall be constructed on any lot where the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 1100 square feet for a one or one and one-half story single family dwelling, 800 square feet for a two story single family dwelling; nor shall any two family dwelling be constructed on any lot where the total floor area, exclusive of porches and garages, is less than 1200 square feet.

A-4. Building Location. No building shall be located on any lot nearer to the front line or nearer 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 nearer than 20 feet to the front lot line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line, except on Lots 18, 17, 1, 6, 7 and 34 no building shall be located nearer than 10 feet to the south lot line. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line. For the purposes 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 or protrude over another lot.

A-5. No lot shall be resubdivided into any other building lot or lots unless approved by the architectural control committee.

A-6. Lot Area and Width. No single family dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum setback line, nor, shall any single family dwelling be erected or placed on any lot having less than 7,200 square feet. No two family dwelling shall be erected or placed on any lot or combination of lots having a width of less than 90 feet at the minimum setback line, nor, shall any two family dwelling be erected or placed on any lot having less than 10,000 square feet.

A-7. Sewers and Water. No permanent residence shall be erected on any lot in the subdivision unless the same is connected with the central water and sewerage system of the Village of Williamsville. All sewer installations shall be approved by the Village and the architectural control committee before it is covered and all excavations for water and sewer in the street surface shall be back-filled with a granular material approved by the architectural control committee.

A-8. Easements. Easements for the installation and maintenance of utilities and drainage facilities and sidewalks are reserved as shown on the recorded plat.

A-9. Nuisances. 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.

A-10. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently.

A-11. Signs. 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 sale period.

A-12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon 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 or drilling for oil or natural gas shall be erected, maintained or permitted upon any Lot.

A-13. Livestock. No livestock or poultry including dogs, cats and pets shall be raised, bred or kept on any lot for any commercial purpose.

A-14. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other refuse 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.

B. ARCHITECTURAL CONTROL COMMITTEE.

B-1. Membership. The architectural control committee is composed of Sara S. Jones, Williamsville, Illinois, John Kirby, Williamsville, Illinois and R. Dean Collins, 77 West Hazel Dell, Springfield, Illinois. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member or representative of the committee, the remaining members of that committee shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for the services performed pursuant to this Covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

B-2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

AMENDED PROTECTIVE COVENANTS

WHEREAS, Williamsville Development Corporation, a Delaware Corporation, owns all of the lots in Country Meadows, a subdivision situated in the Northeast Quarter of Section 4, Township 17 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, and

WHEREAS, on the 13th day of December 1960 it filed of record Protective Covenants concerning said lots as shown in Book 856 of Mortgages, Page 236 of the Recorder of Deeds of Sangamon County, Illinois, and

WHEREAS, no lots have been sold and it is still the owner of all the lots of said subdivision and is desirous of amending said covenants in certain respects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Williamsville Development Corporation, a Delaware Corporation, owner of said property, hereby amends the Protective Covenants in the following particulars:

Paragraph A-3 shall be amended to read as follows:

A-3. Dwelling, Quality and Size. No dwelling shall be constructed on any lot where the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 1000 square feet for a one or one and one-half story single family dwelling, 700 square feet for a two story single family dwelling, nor shall any two family dwelling be constructed on any lot where the total floor area, exclusive of porches and garages, is less than 1200 square feet.

Paragraph A-5 shall be amended to read as follows:

A-5. No lot shall be resubdivided into any other building lot or lots unless approved by the architectural control committee. Upon resubdividing the restrictions set out in Paragraph A-4, shall be applied by the architectural

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Control committee and their decisions as to the location of new interior lot lines or the removal of old interior lot lines shall be final.



WILLIAMSVILLE DEVELOPMENT CORPORATION

By John M. Jones
President

Alfred H. Greening
Secretary

APPROVED: Robert D. Shearl
Robert D. Shearl

Lure Nell Shearl
Lure Nell Shearl

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Dorothy Field, a Notary Public, in and for the said County, in the State aforesaid, DO HEREBY CERTIFY, that John M. Jones, President, and Alfred H. Greening, Secretary, of the Williamsville Development Corporation, a Delaware Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said corporation for the uses and purposes therein set forth, pursuant to authority given by the board of directors of said corporation and caused the corporate seal of said corporation to be thereto attached.

Given under my hand and notarial seal this 11th day of _____, A.D. 1961.



Dorothy Field
Notary Public

Alfred H. Greening & Associates

State of Illinois,)
Sangamon County,)
Notary Public)
for and in record of)
at)
MAY 15 1961)
at)

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