

COVENANTS FOR WEST ROAD PARK

KNOWN ALL MEN BY THESE PRESENTS:

THAT Carl P. Aarup and Eileen Aarup being the owners 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 described as follows:

Lots 1 through 49 inclusive of West Road Park, being a part of the Southeast Quarter of Section 2, T. 15 N., R 6 W. of the 3rd P.M., except the West 214.50 feet, situated in Sangamon County, Illinois.

CLAUSE II

The elected board of directors of West Road Park Homeowners Association shall be responsible for the maintenance and enforcement of these covenants and bylaws.

CLAUSE III

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, an attached garage for not less than two cars, a concrete driveway, and other outbuildings incidental to the residential use of these premises. No family dwelling having a living area of less than 1600 square feet shall be permitted on any building site.
- 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 setback lines shown on the recorded plat. No dwelling shall be located on any building site nearer than 5 feet to any interior building site line. For the purposes of this paragraph, eaves, steps, and open porches shall not be considered as 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 a 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 there-from for any improvements in said subdivision shall be installed and maintained underground.
- D. 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.
- E. The exterior of any building shall be completed within one year from the date construction or reconstruction begins.
- F. No building site shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All equipment for storage or disposal of such materials shall be kept clean and in sanitary condition.

CLAUSE IV

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

CLAUSE V

The ownership of a building site shall require membership in good standing in the West Road Park Homeowners' Association, the purpose of which is to conduct civic, recreational, social, and educational activities and to maintain the pond and park area in West Road Park, and in general, to do and perform such acts as will promote the general welfare of the residents in the community of West Road Park.

CLAUSE VI

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them 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 VII

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 VIII

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