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BOOK **E 16013**

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COVENANTS for WALNUT VALLEY ESTATES

*George A. Sprunt, Jr.*  
RECORDED, SAN JOSE, CALIF.

1 LETTER

The following shall be deemed restrictive covenants running with the land and shall be applicable to each and every deed issued hereunder and shall be incorporated thereunto, and to every lot contained in Walnut Valley Estates and to the buyer, their heirs, legal representatives, successors, and assigns in each and every respect.

(A) No building site shall be used except for residential purposes. No building shall be erected, altered, or placed, or permitted to remain on any lot other than one single family dwelling, (not to exceed two stories in height), with or without a private garage.

(B) No dwelling shall be permitted on any building site in Phase #1 that has less than 1,200 square feet on the ground floor, and 1,200 square feet on the ground floor in Phase #2, except in the case of a full two story or story and one-half dwelling, in which case the minimum ground floor area shall not be less than 1,200 square feet and the minimum second floor area shall not be less than 600 square feet. The computation of square feet of floor space shall be based on the exterior measurements of the structure and shall exclude porches, breezeways, garages, and utility rooms, except a utility room in the main structure.

(C) No building shall be located on any building site nearer to the front lot line than 50 feet, nor further back than 100 feet, unless approved by the City Fire Marshall, and 12 feet side lot line and shall in all other respects comply with the building code and fire codes of the City of Springfield in effect at the time of the construction of the improvements.

(D) Proper drainage of all lots must be in accordance with the City and County regulations.

(E) No residential lot shall be subdivided into building lots other than those shown on the recorded plat heretofore referred to.

(F) Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, heretofore referred to.

(G) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any condition or activity be permitted which will endanger the health or disturb the quiet of any other residents or lot owners.

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

(I) No advertising or signs of any kind shall be placed or suffered to remain upon the premises, except signs if not more than 15 square feet or of a reasonable size, subject to the developer used by a builder, architect, real estate broker or owner to advertise the property during the construction and sales period, and, "For Rent: and, "For Sale" signs.

(J) No animals, livestock, poultry, fowl, or game of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial use.

(K) No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in the rear or out of sight from the street.

(L) 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 or carrying on of any trade, business, or manufacturing, including professional occupations.

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(M) All buildings, fences, walls, poles, or other structures, or any additions or alterations thereto to be erected, constructed, altered, or maintained upon any portion of any building site, must meet with all City and County building codes and fire codes and ordinances.

(N) Each lot owner shall maintain his/her lot free from weeds and other unsightly conditions commencing immediately after purchase of the lot. If this is not complied with, the Developer/City may alleviate the situation at the owner's expense.

(O) Nothing contained in these covenants shall be construed to prevent the erection or maintenance by the Developer, or its duly authorized agents, of structures or signs for the conduct of its business in connection with said property.

(P) As to the owners of any lots in said tract, the restrictions shall operate as covenants running with the land for their benefit, and upon breach of or default in any of said restrictions or covenants, the City of Springfield and/or the owner or any other lot in said tract shall have the right to institute and maintain any appropriate action in equity to enjoin, abate, or remedy the default or breach. The term, "owner" as used in this paragraph shall include the bona fide owner of any Contract for Deed for any lot in said tract.

(Q) Invalidation of any of the foregoing covenants by Court Decree or otherwise, shall in no way affect any other covenant which shall remain in full force and effect.

(R) These building sites are close to Springfield Capitol Airport and, at times, there may be noise from aircraft, etc.

WAKE CORP.  
a Delaware Corp.

BY: Walter D. Davenport  
PRESIDENT

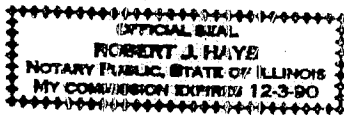
ATTEST: Margaret Davenport  
ASSIST. SECRETARY

STATE of ILLINOIS )  
 ) SS  
COUNTY of SANGAMON )

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I, ROBERT J. HAYS a Notary Public, in and for said County, in the State aforesaid, do hereby certify that WAYNE DAVENPORT personally known to me to be the President of WAKE CORP., and KENNETH DAVENPORT personally known to me to be the Assistant Secretary of said corporation, and 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 severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument as President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of JUNE, 1988 A.D.



Robert J. Hays  
NOTARY PUBLIC  
12-3-90  
MY COMMISSION EXPIRES

Return Bob Hays  
523,2437 8-12



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