

EXHIBIT "E"

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODS OF WAYNE
Wayne, Illinois

89-082757

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**GENERAL PLAN OF DEVELOPMENT FOR WOODS OF WAYNE
A PLANNED COMMUNITY DEVELOPMENT**

Woods of Wayne is a planned private residential community development. Located in the Village of Wayne, DuPage County, Illinois, it will offer residents superb country living, yet close proximity to transportation, shopping and a multitude of recreational facilities.

DESCRIPTION OF PROPERTY:

Woods of Wayne is located in Dupage County, Illinois, approximately 4 miles east of St. Charles, in the Village of Wayne. The property lies approximately 1/4 mile south of Army Trail Road, and is adjacent to State Highway 59 on the east. The southern most portion of the property fronts on Smith Road.

It is planned that the development will encompass more than 153 acres utilizing lands which are owned by the Developer. The lands are gently rolling and much of the property is heavily wooded. The plan of development has been carefully designed to maximize the presentation of wooded areas.

MASTER PLAN:

A master plan for development has been conceived which will serve as an evolutionary guideline for development of the property. The plan (a map depicting the plan is available to each purchaser) designates areas to be set aside for residential and open space uses. This approach permits a desirable community plan to reflect historical experience and changing conditions.

PRINCIPAL LAND USE: RESIDENTIAL

In accordance with the master plan, Woods of Wayne will contain single family homesites of not less than 40,000 square feet in size. Eight equestrian lots of 100,000 square feet are also planned.

COMMON PROPERTIES:

Open Land Areas - A portion of the land in Woods of Wayne will be left in green areas or open space for permanent use and enjoyment of property owners. The open space areas will be conveyed to the Woods of Wayne Homeowners' Association (discussed in subsequent section) and will be maintained by the Association. In addition, certain areas around the perimeter of the property have been designated as equestrian easements.

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WOODS OF WAYNE HOMEOWNERS' ASSOCIATION:

The Developer has caused to be created as a nonprofit corporation under the laws of Illinois a property owners' association named the Woods of Wayne Homeowners' Association. The Association will own and operate the Common Properties transferred to it by Developer, and will own and maintain the private roads within the development. Membership in the Association is mandatory for all Lot Owners and contract purchasers. A copy of the Articles and By-laws of the Association will be furnished to each purchaser.

Providing Funds for Association Expenses:

Each Owner is subject to annual assessment by the Association for the purpose of providing the Association with adequate funds to carry out its obligations. In addition, a reserve fund for the Association will be established through the payment of \$200 by each lot owner at the time of the sale of each lot to its initial purchaser. Failure of Owners (which includes contract purchasers) to pay when due any assessment made in respect to his property will result in a lien being imposed thereon for the amount of such assessment, together with interest and costs of collection, and will also be his personal obligation. The Village of Wayne will have the legal right, under certain circumstances, to enforce assessments for maintenance or repair of the streets, and to provide for police patrols. Each Purchaser should carefully read the provisions of the Declaration of Covenants and Restrictions relating to assessments, a copy of which will be furnished each Purchaser.

Protective Covenants and Restrictions:

A Declaration of Covenants, Conditions and Restrictions setting forth provisions for the common benefit of all Owners in the project has been recorded. Through this means the Developer intends to provide for the preservation of natural beauty, value and amenities within the project.

Architectural Control:

In the interest of providing for the development of an ecologically sound and aesthetically pleasing community, the Developer has created an Architectural Review Committee. This Committee is charged with the responsibility of reviewing and approving in advance all plans and specifications for physical improvements and alterations on the properties covered by the Declaration. Matters with which the Committee is concerned include location of buildings on a homesite; size, type, style, quality and exterior appearance of buildings; erection of buildings, fences or other structures; etc.

Roads and Utilities:

All roads within the development will be private and will be conveyed by the Trustee and the Developer to the Homeowners' Association, whose responsibility it will be to maintain them. Roads will be constructed by Developer in accordance with standards imposed by the Village of Wayne.

The Owner of any Lot will be responsible for having a well drilled at his expense prior to occupying any building on the site. All purchasers should examine the provisions of their purchase contract.

Sewage disposal for Single-Family Lots will be by individual septic systems for individual Lots which conform to DuPage County and Village ordinances. Installation of such systems will be the responsibility of the Lot Owner and the cost thereof will be paid by him.

It is intended that this document is a general description of Developer's General Plan for Woods of Wayne and that its provisions do not create any contractual obligation upon Developer or the Trustee. Each purchaser should examine his purchase contract, the Annexation Agreement, the Declaration of Covenants, Conditions and Restrictions pertaining to his property, the Articles of Incorporation and By-Laws of the Association and the Architectural Guidelines. If any statement herein conflicts with any provision of any such document, the provisions of such document shall prevail with respect to such matters.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this _____ day of _____, 19____ by WORTH BANK AND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated June 9, 1989 and known as Trust No. 4444 (hereinafter referred to as "Trustee") and BND INVESTMENTS, INC., an Illinois corporation (hereinafter referred to as "Developer").

**ARTICLE I
DECLARATION - PURPOSES**

Section 1. General Purposes. The Trustee is the owner and Developer is the developer of certain real property located in DuPage County, Illinois, and legally described in Exhibit "A" attached hereto and incorporated herein, and desire to create thereon a planned private community development provided with Common Properties designed for the private use of Owners within such development, except as herein otherwise provided.

(a) Trustee and Developer intend to subject the real property described in Exhibit "A" to certain covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of purchasers and Owners of Lots on the Subject Property and for the benefit of the Association.

(b) Trustee and Developer intend to grant certain water detention easements and to establish an Illinois not-for-profit corporation known as Woods of Wayne Homeowners' Association ("the Association"); and

(c) Trustee and Developer have deemed it desirable for the efficient preservation of the values and amenities of the subject development to create the Association for the purpose of administering and enforcing the covenants, conditions and restrictions, and for collecting and disbursing the assessments and charges hereinafter created.

Section 2. Declaration. Trustee and Developer hereby declare that the Subject Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are for the purpose of protecting the value and desirability of Subject Property, and which shall run with the Subject Property and be binding on and inure to the benefit of all parties having any right, title or interest in the Subject Property or any part thereof, and their heirs, successors and assigns.

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Section 3. Rights of Village. This Declaration of Covenants, Conditions and Restrictions is incorporated in an Annexation Agreement between, inter alia, Trustee and Developer, on the one hand, and the Village of Wayne ("Village") on the other hand, and was part of the consideration flowing to the Village and inducing the Village to approve the development and to annex the Subject Property. Accordingly, it is specifically intended that the Village be a beneficiary of the covenants, conditions, restrictions and easements set forth in this Declaration, and that the same be enforceable by the Village in any appropriate action at law or in equity.

ARTICLE II DEFINITIONS

Section 1. The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Woods of Wayne Homeowners' Association, its successors and assigns.

(b) "The Properties" shall mean and refer to the Existing Properties, subject to this Declaration.

(c) "Existing Properties" shall mean and refer to the real estate described in Article III Section 1 hereof, and on Exhibit "A" attached hereto and incorporated herein.

(d) "Common Properties" shall mean any real property and improvements thereon and any personal property or equipment with respect to which the Developer grants, assigns or conveys to the Association, title, interest in or rights of use, or with respect to which the Developer permits use by the Association and its members, and any replacements of or for any of the foregoing.

(e) "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of the Properties, but shall not include any plot designated therein as an "outlot." "Lot" may also include, where applicable, a "Dwelling Lot."

(f) "Single Family Residential" shall mean all of the Properties restricted to use for improvement with dwellings.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, including contract Sellers. For any purposes of this Section, holders of beneficial interests under land trusts holding title to any Lot which is a part of the property shall be considered an Owner. Trustee or Developer shall, as long as it owns lots, be an Owner.

(h) "Member" shall mean all those Owners who are members of the Association as hereinafter provided.

(i) " Dwelling Lot" shall mean any Lot intended for improvement with a dwelling.

(j) " Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.

(k) " Dwelling Accessory Building" shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.

(l) " Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.

(m) " Story" shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is not floor above, the space between the floor and the ceiling next above.

(n) " Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for Dwelling purposes and having not less than six (6) feet headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports, basements or Dwelling Accessory Buildings. The minimum square footage of living area for any Dwelling on any Dwelling Lot in the Existing Properties shall be 2500 square feet if a one-story home, and 3000 square feet if a multi-story home.

(o) " Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate Structure.

(p) " Committee" shall mean the Architectural Review Committee of the Woods of Wayne Homeowners' Association established in Article IV hereof.

(q) " Declaration" shall mean the within instrument together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any, to the within instrument as may be from time to time adopted pursuant to the terms hereof. The within Declaration may be referred to in any other document as the Declaration of Covenants, Conditions and Restrictions for Woods of Wayne, Village of Wayne, Illinois.

(r) "Village" shall mean the Village of Wayne, DuPage and Kane Counties, Illinois, or, where applicable, the corporate authorities of said Village, or its duly authorized officers or employees.

(s) "Developer" shall mean BND Investments, Inc., an Illinois corporation, and its successors, assigns and affiliates.

(t) "Trustee" shall mean Worth Bank and Trust Company, as Trustee under a title-holding land trust holding legal title to the Subject Property, or its successors and assigns.

**ARTICLE III
EXISTING PROPERTIES - ADDITIONS THERETO - MERGERS:**

Section 1. Existing Properties. The real property which is and shall be held transferred, sold, conveyed and occupied subject to this Declaration is located in DuPage County, Illinois and more particularly described in Exhibit A attached hereto and hereby made a part hereof.

Section 2. Mergers. In the event of a merger or consolidation of the Association with another association as authorized by its Articles of Incorporation, its properties, rights and obligations may be transferred to another surviving or consolidated association. Alternatively, if the Association is the surviving corporation in a merger or consolidation, it may administer the covenants and restrictions established by this Declaration within the Existing Properties together with the covenants and restrictions established upon any other properties as one scheme. However, no such merger or consolidation shall affect any revocation, change or addition to the covenants established by this Declaration with respect to the Existing Properties.

**ARTICLE IV
ARCHITECTURAL REVIEW PROCESS:**

Section 1. Objectives. Developer's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

Section 2. Architectural Review Committee. To achieve Developer's objectives, the Developer shall create an Architectural Review Committee (the "Committee") with power to administer this

Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of the Committee. The Committee shall consist of not less than three members. The names and addresses of the persons who from time to time comprise the membership of the Committee shall be furnished the Association. Matters requiring approval of the Committee shall be submitted to its Chairman, or as the Committee otherwise designates. The appointment of the Committee members may be transferred to the Association Board of Directors at any time at the option of the Developer, but in no event later than the date on which at least 50% of the lots have been built upon and occupied.

Section 3. Matters Requiring Approval. Prior written approval shall be obtained from the Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or alteration to or exterior change in color or material change or alteration therein be made, nor shall any clearing of trees, change of property drainage grade on easements, or change of property grade be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials and color, location and grade, proposed landscaping design and proposed location on the lot of the sanitary disposal system, of the same shall have been submitted to and approved in writing by the Committee. No owner may request a building permit from the Village of Wayne without such written approvals, nor shall the Village be required to issue a building permit without written evidence of such approval.

Section 4. Procedure. Whenever approval is required of the Committee, appropriate plans and specifications shall be submitted to the Committee. The Committee shall either approve or disapprove such design and location and proposed construction and clearing activities within thirty days after said plans and specifications have been submitted to it; except that if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. Enforcement of the anti-monotony provisions of this Declaration shall be a sufficient reason for withholding such approval. If such plans and specifications are not approved or disapproved within thirty days after submission, approval will not be required and this Article will be deemed fully complied with. At the discretion of the Committee a reasonable filing fee established by the Committee shall accompany the submission of such plans to defray expenses, except that so long as the Committee is under Developer's control such fee shall not exceed \$50.00. No additional fee shall be required for resubmission of plans revised

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in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept in file with the Committee.

Section 5. Anti-Monotony Requirement. No homes within the Subject Property shall have the same or substantially the same exterior elevation or appearance. Subject to the approval of the Committee established pursuant to this Declaration, having due regard for the integrity of the natural topography of the property, and for the preservation of trees on each lot, a landowner may not construct a single family residence of substantially identical design or appearance to that of an existing building (including a building not yet constructed where plans therefor have been approved by the Committee) within 1,000 feet of such existing building. If a permit is denied under the provisions of this Section, an applicant may appeal to the Village Plan Commission for a final administrative determination.

Section 6. Deviations from Covenants, Conditions and Restrictions. The Committee shall not have the power to enter into agreements with the owner of any lot, without the consent of the owner of the adjoining or adjacent lot or lots, to deviate from the provisions of the Covenants, Conditions and Restrictions within the jurisdiction of the Committee for any reason, except as hereinafter expressly set forth, unless approved by three-fifths (3/5) of all of the members of the Association at a meeting duly called for such purpose. In such event, the proposed deviation or variation must be based upon reasons of practical difficulty or particular hardships which otherwise would be suffered by such owner, and the Committee shall submit to the Association members a detailed written statement setting forth the reasons for the proposed deviation. Any such deviation, which shall be manifested by written agreement, shall not constitute or be deemed to constitute, a waiver of any such covenant, condition or restriction as to any other lots in the Properties. In no case shall any deviation or variation be granted which would violate the provisions of any Village ordinance or regulation in effect at the time of such proposed deviation or variation. The General Restrictions set forth in Article V hereof shall not be waivable by the Committee or the Association for any reason.

Section 7. Architectural Guidelines. Attached hereto as Exhibit "E" and made a part hereof are Architectural Guidelines for Lot Owners and the Committee. In the event of any conflict between those guidelines and this Declaration, the Declaration shall control.

setback lines for location of structures on individual Lots would be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. Therefore, the location of each structure, including driveways and culverts, on a Lot shall be subject to approval in writing by the Committee, giving consideration to setback lines on the recorded plat, or as may be otherwise provided by Village ordinance, provided that each Owner shall be given reasonable opportunity to recommend the suggested construction site.

Section 5. Nuisances. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 6. Temporary Structures. No trailer, mobile home, recreational vehicle, tent, shack, or other structure, except as otherwise permitted herein, or by the Annexation Agreement, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent.

Section 7. Completion of Construction. Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by reason of act of God, labor disputes, or other matters beyond the Owner's control. No structure shall be deemed completed until installation of approved landscaping. Any structure not so completed shall be deemed to constitute a public nuisance. The Association may enforce this provision by the levying of appropriate fines, which shall constitute additional assessments under Article IX hereof or by an appropriate action at law or in equity.

Section 8. Maintenance of Lots. All Lots, including any Common Properties, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in such manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees to do so, the cost of which shall be added to and become a part of the annual assessment with respect to such Lot and such amount shall be immediately due and payable and the Association shall have such rights and remedies with respect to collection as are provided for annual assessments. Neither the Association nor any of its agents, employees, or contractors shall be liable for trespass or any damage which may result from such work.

Section 9. Lot Appearance. No person shall accumulate on his Lot junked vehicles, litter, refuse, or other unsightly materials. Garbage shall be placed in appropriate receptacles and if outside shall be properly screened.

Section 10. Other Prohibited Matters. No animals other than unoffensive common domestic household pets such as dogs and cats, shall be kept on any Lot. No more than a combined total of four dogs and/or cats may be kept on any lot. Horses may be kept as provided by Village ordinance. No home occupation or profession shall be conducted on any Lot except as may be authorized by the Architectural Review Committee of the Association in accordance with applicable Village ordinances and regulations. Habitual parking of commercial vehicles on any Lot or street is prohibited.

Section 11. Easements Reserved with Respect to Lots. Trustee and Developer reserve for themselves, their successors and assigns, and to the Village, easements over each Lot, and the right to ingress and egress to the extent reasonably necessary to exercise such easements, as follows:

(a) Utility easements shown on the recorded Plat of the Properties are reserved for the installation and maintenance of utility facilities (including but not limited to cable television), and incidental usage related thereto. All electric service, telephone service and other utilities shall be supplied by underground service, and no poles shall be permitted.

(b) Equestrian easements shown on the recorded Plat of the Properties are reserved for use by the public as equestrian trails. Equestrian easements shall be maintained by the Homeowners' Association or may be maintained by the Village pursuant to applicable ordinance.

(c) An Owner shall not place any structure on any such easements and shall be responsible for maintaining the easement (except as herein provided) and any damages caused by a user of right to the easement shall be repaired and restored by such user.

(d) The Association has the right, upon fourteen days prior written notice, to enter upon any Lot for the purpose of removing offensive underbrush or for pest control purposes at the Owner's expense. No such entry shall be deemed a trespass.

(e) No Owner shall have any claim or cause of action, except as herein provided, against Trustee or Developer, their successors, assigns, or licensees arising out of exercise or non-exercise of any reserved easement except in cases of willful or wanton misconduct.

(f) The Village of Wayne Police Department, or other law enforcement agency, shall have the unrestricted right to enter and

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patrol the Subject Property for law enforcement purposes, and to enforce any speed limits or parking regulations hereafter adopted by the Association, as well as any applicable provisions of State and Village traffic regulations. The Association shall enter into an appropriate agreement with the Village as necessary to implement this Section.

Section 12. Signs. No signs or billboards of any kind shall be displayed to the public view on any Lot except that one professional sign used by a builder to advertise the Property during the construction and sales period, or a "for sale" sign if offered by Owner or broker may be displayed, which signs shall be in compliance with the applicable ordinance of the Village of Wayne.

Section 13. Parking or Keeping of Vehicles. No vehicles are to be parked on any part of any Lot, except upon driveways or within attached garages. No campers, vans, pick-up trucks, boats (on or off trailers), recreational vehicles and other types of non-passenger vehicles and accessories (except for horse trailers on equestrian lots) may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot. Overnight parking of vehicles on any street is prohibited.

Section 14. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be enclosed and not open to public view.

Section 15. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 15A. Garages. All garages must be attached. Garage doors should be of the overhead type and made of wood. The garage must have a minimum of 600 square feet and have a minimum capacity of two cars and a maximum capacity of four cars. Garages should be side loaded if feasible, considering the topography of the lot and the desire to preserve existing trees.

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Section 16. Driveways. All driveways must have a permanent hard surface. Concrete, asphalt or brick are acceptable. Gravel driveways are not permitted. Driveways must be fully completed within six (6) months from the start of construction (weather permitting) and not more than 20 feet in width, and no less than 16 feet.

Section 17. Manufacturing. No part of the Property, or any Lot, and no building erected or maintained on any part of the Property shall be used for manufacturing, industrial or business purposes, including home occupations.

Section 18. Landscaping. A landscaping plan shall be required for each Lot. The landscaping plan shall be submitted to the Committee established pursuant to Article IV of this Declaration. All landscaping shall be completed by the Purchaser within a period of the first growing season subsequent to the occupancy of said Dwelling.

Each lot shall have at least six (6) trees with a diameter of not less two inches, measured at a height of five (5) feet, within two years from the date of recording of the Final Plat of Subdivision, with at least two trees located in the parkway of the street right-of-way adjacent to the lot. Credit shall be given for trees already on the lot or a parkway. Planting of these trees shall be the responsibility of the Owner at the time of the issuance of a building permit. All lots must be seeded or sodded (unless otherwise required to preserve existing trees on the lot) within six (6) months after completion of construction of any single family residence, or within the first growing season (as defined by a landscape architect of the Village's choosing) following occupancy of a residence.

Notwithstanding anything herein to the contrary, the Owners of vacant or improved Lots are obligated to maintain said Lots in a neat and clean manner. To the extent that any Owner shall fail to perform the maintenance of his own Lot(s) at reasonable terms and in a reasonable manner, the Homeowners' Association may, but shall not be required to perform such maintenance, repair or upkeep upon fourteen days prior written notice to the Owner, and in such event, the cost thereof shall be added to such Owners annual assessments and such amount shall be immediately due and payable and the Homeowners' Association shall have such rights and remedies with respect to the collection of the same as are herein provided with respect to annual assessments.

Section 19. Removal of Trees. No trees shall be removed from any Lot (except dead or diseased trees) without the permission of the Committee established pursuant to Article IV Section 2 on good cause shown. In preparing and submitting plans and specifications for improvements to such Committee, each Owner shall

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make all reasonable efforts to minimize the number of trees to be removed.

Section 20. Tennis Courts and Swimming Pools. Both of these structures will require a special building permit from the Village of Wayne. They cannot be located within a front or side yard, but may be located in the rear yard area, subject to Village ordinances and regulations.

Section 21. Fences. No fences shall be erected without prior approval of the Committee. Fences required by Village ordinance for outdoor swimming pool enclosure shall also be approved by the Committee. Stockade, chain-link or wire fences are not allowed. No fencing shall be installed along the rear line of any lot located on the perimeter of the Subject Property unless approved by the Architectural Review Committee and the Village Plan Commission. All such fencing shall be of either split rail, corral or other rural type fencing, and shall be uniform for each lot. The Architectural Review Committee of the Homeowners' Association and the Plan Commission shall determine the type of fencing to be permitted.

Section 21A. Screening. All tennis courts, swimming pools, dog runs and kennels must be screened from visual observation along any interior street within the Subject Property. Said plans are subject to review by the Committee established pursuant to Article IV of this Declaration.

Section 22. Air conditioning condensers and other mechanical equipment are not permitted in the front yard, and shall be screened as required by Village Ordinance.

Section 23. Metallic flagpoles are prohibited. Non-metallic flagpoles less than 25 feet in height are permitted.

Section 24. Awnings or canopies may not project more than three feet from the building.

Section 25. Open air laundry facilities are prohibited.

Section 26. Exterior television and radio antennae are permitted only in a manner approved by the Committee established pursuant to Article IV of this Declaration. Satellite antenna dishes are not permitted.

Section 27. Above ground swimming pools are prohibited.

Section 28. Premises shall be landscaped and graded in such a way that water will not run off on adjoining Property except as scaled by the original Developer. Lot Owners will be fully responsible on their lot for establishing all drainage grading on easements.

Section 28A. All drainage culvert pipes on front lot entryways or driveways installed by lot owners shall be constructed of concrete materials. The width of said pipe shall be determined by the Village Engineer, and shall be installed pursuant to a design approved by the Village during the building permit process.

Section 29. No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that:

(a) No horses shall be kept, maintained, or stabled on any Lot except as permitted by Village ordinance;

(b) No more than a combined total of four (4) dogs and/or cats may be kept on any lot. A reasonable number of other pets may be kept, provided they are not kept, bred or maintained for any commercial purposes;

(c) No more than one dog run may be erected on each lot;

(d) All pets shall be restrained, and not allowed to roam;

(e) Dog runs and kennels are to be screened from visual observation along any interior street within the Subject Property, and are restricted to a maximum of six (6) feet by twenty (20) feet.

Section 30. No building, veranda, bay window, fence, nor portion of any building except open steps shall be erected or maintained upon any Lot between the front lot line and the building lines as shown on the Plat, and within ten (10) feet of each of the interior side lot lines.

Section 31. The location of exterior post lights, floodlights, etc. shall be approved by the Committee established pursuant to Article IV of this Declaration.

Section 32. Boats, recreational vehicles, automobiles in need of repair, etc., shall be stored under permanent cover and out of view.

Section 33. Residences or structures on adjacent Lots shall not be similar in design or architecture. See also Article IV Section 5 above.

Section 34. Each owner shall be responsible to provide a mailbox and a yard light with address attached, in locations approved by Developer or the Homeowners' Association. No newspaper boxes or other attachments are allowed. The yard light shall be a maximum of ten (10) feet in height, with not more than eight (8) feet above ground. Lot owners shall be responsible for the maintenance of the mailbox and yard light.

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