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Robertson
COUNTY RECORDER

RESTRICTIVE COVENANTS

STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

Schmiedeskamp, Robertson

In General. Dale R. Runyon and Melanie J. Runyon, husband and wife, of Quincy, Illinois (collectively the "Present Owner") being the legal owners of Lots 1 through 6 of Braeswood Estates, a subdivision of Part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 2 South of the Base Line, Range 8 West of the Fourth Principal Meridian, in the County of Adams and State of Illinois, being approximately 38.05 acres (hereinafter sometimes the "Real Estate"), all as further set out on the plat of Braeswood Estates, recorded with the Adams County Recorder of Deeds on August 14, 1997, in Book 15 of Plats at Page 901, Document No. 61845 hereby provide that all conveyances of property hereafter made by the present or future owners of any of the lands included in the Real Estate shall be taken and understood as if incorporating in all such conveyances without repeating the same, the restrictions and covenants as set out herein. The following restrictions and covenants apply to all of the lots being a part of the Real Estate and being Lots 1 through 6 inclusive, (the "Lot" or "Lots" in a collective sense) and to the owners of such Lots (and such owners sometimes being known as "Owners"):

1. **RESIDENTIAL CHARACTER OF THE REAL ESTATE**

A. Land Use and Building Type. No Lot shall be used except for residential purposes or as otherwise allowed herein. No building shall be erected, altered, placed or permitted to remain on any Lot other than "one detached single-family dwelling" not to exceed two (2) stories in height, excluding basement or foundation, a garage for not less than two (2) cars, which shall be attached to the residence, but which garage may be in the basement, one out building and one barn, all of quality construction. "Family", for purposes hereof, shall mean an individual or two or more persons related by blood, marriage or adoption, living together as a single housekeeping unit or a group of two or more persons, all of whom are related by blood, marriage or adoption, except that the group may include one person not so related living together as a single housekeeping unit.

B. Occupancy or Residential Use of Partially Completed Dwelling Houses Prohibited. No dwelling house constructed shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

C. Construction Materials. The finished exterior of every building constructed or placed on any Lot in the Real Estate shall be of material other than tin, tar paper, rollbrock siding or any other similar material. The dwelling, barn and outbuilding located on any Lot shall be of standard construction materials. Pre-fabricated structures, modular, mobile homes and the like may not be located on any Lot.

D. Minimum Living Space Areas. No dwelling shall be constructed having less than the following minimum square footages of living space, exclusive of porches (whether or not enclosed by screens or otherwise), breezeways, terraces, garages, car ports and other buildings:

Each one story dwelling shall contain floor space, excluding porches, breezeways, garages and basement, if any, of at least 2,000 square feet. All other dwellings shall contain floor space, excluding porches, breezeways, garage, and basement, if any, of at least 2,400 square feet with a minimum of 1,500 square feet on the first floor and 900 square feet on the second floor.

E. Diligence in Construction. The exterior of every building whose construction or placement is begun shall be completed within Twelve (12) months after the beginning of such construction or placement, unless prevented by weather or Act of God or because of the size or nature of the construction project. No improvements which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

F. Prohibition of Used Structures. All structures constructed or placed on a Lot or Lots shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any such Lot.

G. Maintenance of Lots and Improvements. The owner shall at all times maintain any improvements situated thereon in such manner so as to prevent improvements from becoming unsightly; and, specifically, such owner shall:

- (i) remove all debris or rubbish;
- (ii) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance;
- (iii) where applicable, prevent debris or foreign material from entering the Real Estate;
- (iv) when such debris or foreign material has entered, to remove the same immediately;

(v) keep the exterior of all improvements constructed in such a state of repair or maintenance as to avoid their becoming unsightly

2. GENERAL PROVISIONS

A. In General. No noxious or offensive activities shall be carried on on any Lot, nor shall anything be done on any Lot that shall become or be an unreasonable annoyance or nuisance.

B. Signs. No sign of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

C. Animals. No animals or livestock, including, but not limited to, swine or poultry, but excluding horses and/or sheep, of any kind, shall be kept, raised, bred and/or maintained on any Lot, except as to the usual household pets, sheep and/or horses. Regarding the usual household pets, sheep and/or horses, they shall not be kept, raised, bred and/or grown for commercial purposes, with the exception that Lot owners may board horses. Furthermore, the usual household pets, sheep and/or horses shall not be wild or dangerous or considered ferae naturae by law. Without limiting the scope of wild and dangerous animals, they specifically include snakes, bears and foxes, and other such animals, even though they may otherwise be domesticated and/or thought of as pets.

D. Disposal of Garbage, Trash and Other Like Household Refuse. No Owner of any Lot shall accumulate or permit the accumulation of refuse, garbage and/or trash except as may be permitted in Subparagraph E, below.

E. Concealment of Fuel Storage Tanks and Trash Reciprocals. Every tank for the storage of fuel as installed outside any building located on the Real Estate shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street at any time, except at the times when refuse collections are being made.

F. Restrictions on Temporary Structures. No temporary house, trailer, garage or other outbuildings shall be placed or erected but this shall not prohibit reasonable construction vehicles or trailers during the course of constructions.

G. Creek and Lake Areas Shall Not be Obstructed. It shall be the duty of every Owner of every Lot to keep the creek and/or lake areas of the Real Estate continuously unobstructed and in good repair and to avoid polluting said lake and/or creek and to provide for the installation of such culverts as may be reasonably required to accomplish this purpose.

H. Trucks, Boats & Motors, Etc. Restrictions. Trucks of any size, boats, trailers of any kind, motorized recreational vehicles, attachable vans, mobile campers, or similar equipment may be kept on the Real Estate, provided a permanent off-street, fully enclosed shelter is provided for housing therein and that such equipment is not kept outside thereof for a period of 24 or more hours. The only exception to this will be allowed when trucks or storage equipment are necessary and utilized during building construction.

I. Antenna and Satellite Dish Restrictions. No antennas of any type shall be allowed or permitted on the premises, and no satellite dishes shall be allowed or permitted, unless the satellite dish is small enough to be properly camouflaged with suitable landscaping and such satellite dishes, if sufficiently small enough, shall be suitable camouflaged.

J. Installation of Utility Services.

(i) All utility lines and apparatus provided to or on the Real Estate, including, but not necessarily limited to, water, sewer and gas pipes, telephone, cablevision, community antenna services, and power lines and conduits, shall be buried below ground, except utility pedestals and transformers required to be above ground.

(ii) Sanitation systems whether sewer or septic systems, shall conform to all federal, state and local laws or ordinances.

K. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under the Real Estate, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on, in or under the Real Estate. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

L. Business or Commercial Operations. No business or commercial enterprise shall be maintained or operated on any Lot; provided, however, that this provision shall not be construed to prevent or prohibit an Owner from maintaining a home occupation (as defined in Section 29.701 et seq. of the City of Quincy, Illinois Municipal Code) within such Owner's own residence, out building, barn and/or garage on any Lot or from maintaining thereon a personal professional library, keeping his/her personal business or professional records or accounts, handling his/her personal business or professional telephone calls, or conferring, on a limited basis, with business or professional associates, clients or customers or operating a business involving the boarding of horses.

3. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS
HAVING ONE OWNER

A. Multiple Lots. Whenever two or more contiguous Lots of the Real Estate shall be owned by the same persons, said Lots shall constitute the site for a single dwelling

house and shall be treated as a single Lot for purposes of applying these restrictions to said Lots.

B. Redivided Lots. Lots may not be divided except a Lot may be divided as long as the Lots resulting from such division result in Lots of no less than three (3) acres each or such resulting Lots are no less than three (3) acres when combined with an adjacent Lot or standing alone. In no event shall the dividing of a Lot result in one or more Lots that are less than three (3) acres per Lot.

4. EASEMENTS. Easements for the installation, operation, maintenance, repair and/or replacement of utilities are reserved as shown on the above-mentioned plat. Within these easements, no structure, plantings or other materials shall be placed which shall interfere with the use of said easements. The easement area on each Lot, and all improvements on it, shall be maintained continuously by the Owner of the Lot, except for utility facilities and other improvements installed, operated, maintained, repaired and/or replaced by public authorities and/or utility companies which shall be maintained by said public authority and/or utility company, as the case may be. Furthermore, any Lot Owner granting easement rights to use said easement areas to a public authority and/or utility company shall require each such grantee (pursuant to a written recorded agreement) to restore, at grantee's sole cost, the surface of any Lot that is disturbed by such public authority, utility company and/or its employees and/or agents in the course of installation, operation, maintenance, repair and/or replacement of any utility facilities and associated improvements. Such an agreement shall be in compliance with the terms and conditions herein, as amended from time to time, and shall also require any such utility public authority and utility company to reset any property survey markers removed by it, its employees and/or agents.

5. MISCELLANEOUS

A. Subject to Restrictions. The Owner of any Lot subject to these restrictions, by acceptance of a Deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the "Present Owner" or from a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every covenant, restriction and term, as set out herein. Furthermore, that by acceptance of such deed and/or execution of such contract, such persons do acknowledge the rights and powers of the Present Owner and/or any and all other Owners of the Lots, from time to time, with respect to these restrictions, covenants, terms and conditions. Also, the Present Owner and the Owner of any Lot, by acceptance of deed and/or execution of such contract, their heirs, legal representatives, successors and assigns, covenant and agree and consent to, with the Present Owner, to and with the grantees and subsequent Owners of each of the Lots affected by these restrictions, to keep, observe, comply with and perform such covenants, restrictions, terms and conditions as set out herein.

B. Subheadings. The title preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an

aid to the construction of any provision of the Restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

C. Terms; Amendments. These restrictions and covenants shall run with the land and shall be binding upon all parties and persons claiming under them for a period of thirty (30) years from the date these restrictions and covenants are recorded, and shall be automatically extended for a successive periods of ten (10) years, unless within the last year of said thirty (30)-day period and/or of any such extension period an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to terminate, change or amend these restrictions and covenants, in whole or in part. In determining the "then Owners of the Lots", each individual Lot shall have a single right to vote. At any time 100% of the then Owners of the Lots may terminate, change and/or amend these restrictions and covenants, in whole or in part. These restrictions and covenants shall be construed under the laws of the State of Illinois.

D. Enforcement. Enforcement may be by Owners by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages. The prevailing party in such proceeding shall be entitled to recover all reasonable attorney fees and costs incurred in connection with such proceeding.

E. Severability. The invalidation of any one or more of these restrictions and covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.