

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: BRECKENRIDGE LAND CORP. does hereby establish and make the following Protective Covenants for Lots 1 through 32 in Breckenridge First Addition, which is a subdivision of a part of the Northeast Quarter of Section Eight (8), all in Township Two (2) South of the Base Line and in Range Eight (8) West of the Fourth Principal Meridian in the City of Quincy, Adams County, Illinois, described as follows:

Commencing at a point on the South line of the Northeast Quarter of said Section Eight (8) a distance North 89 degrees 37 minutes 03 seconds East 517.53 feet from the Southwest corner of said Northeast Quarter, said point also being the Southwest corner of Breckenridge, a subdivision of a part of said Northeast Quarter, thence North 00 degrees 35 minutes 52 seconds East along the West line of said Breckenridge a distance of 454.32 feet to the Southwest corner of Lot Four (4) of said subdivision and the true point of beginning, thence from said true point of beginning South 89 degrees 37 minutes 03 seconds West parallel with the South line of said Northeast Quarter a distance of 417.00 feet to a point on the East line of property conveyed to Mississippi River Power Company (now Union Electric), thence North 00 degrees 39 minutes 42 seconds East along the East line of said Union Electric property a distance of 1563.39 feet to the center line of a stream or ravine, thence following said stream or ravine a chord distance South 82 degrees 33 minutes 32 seconds East 569.23 feet to the Northwest corner of Lot 40 of said Breckenridge Subdivision, thence South 00 degrees 35 minutes 52 seconds West along the West line of said Breckenridge Subdivision a distance of 1044.48 feet to the northwest corner of Lot 5 of said Breckenridge Subdivision, thence a deed record West measured as South 89 Degrees 37 Minutes 03 Seconds West a distance of 10 feet, thence parallel with the west line of said Lot 5 a deed record South measured as South 00 Degrees 35 Minutes 52 Seconds West a distance of 245.70 feet, thence a deed record East measured as North 89 Degrees 37 Minutes 03 Seconds East 10 feet to the southwest corner of said Lot 5, thence South 00 Degrees 35 Minutes 52 Seconds West along the west line of said Breckenridge Subdivision a distance of 50.00 feet to a point on the north line of Lot 4 of said Breckenridge Subdivision, thence South 89 Degrees 37 Minutes 03 Seconds West along said north line a distance of 150 feet to the northwest corner of said Lot 4, thence South 00 Degrees 35 Minutes 52 Seconds West along the west line of said Lot 4 a distance of 145.68 feet to the true point of beginning, containing 19.25 acres, more or less, as shown on plat of survey recorded in Book 15 of Plats at page 145. (Split of PIN 20-0-0560-000)

all of which is further shown on Plat of Breckenridge First

Addition, which is recorded in Book 15 of Plats, at Page 767 in the Recorder's Office of Adams County.

Said Protective Covenants were unanimously enacted at a meeting of said Corporation at which a quorum was present on February 28, 1995. Kent E. Rodemich and Timothy C. Eaton were authorized as the officers of said corporation to execute and record said Protective Covenants in the Recorder's Office of Adams County, Illinois.

A-1 LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes.

No building shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling not to exceed two stories in height excluding basement or foundation and a private garage for a minimum of two cars.

All garages shall be attached to the dwelling.

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 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 or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part B.

All vacant lots must be kept mowed to a height of 10" or less. Rubbish shall be cleared and disposed of, dead trees removed and each and every lot shall be maintained in a presentable condition. The Architectural Control Committee is authorized to notify violators in writing of the violation, and if said violation is not removed within two weeks, shall have said lot mowed or cleared at the expense of the owner.

A-3 DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than the prevailing per square foot cost, based upon cost levels prevailing on the date these Covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at the minimum cost stated

herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages for a single family dwelling shall not be less than 1500 square feet for a one-story dwelling, nor less than 1800 square feet total for a dwelling of more than one story.

The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed. No such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as necessary for the construction of improvements shall be permitted.

At least 50% of all front exterior walls must be of brick, stone or combination thereof.

A-4 BUILDING LOCATION

(a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat.

(b) No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purpose of this covenant, steps, porches and decks shall be considered as a part of a building.

(c) Retaining walls may be constructed within the 10 foot setback, but only with approval of the Architectural Control Committee.

A-5 EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvement in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

A-6 NUISANCE

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. No discharging of firearms shall be permitted.

A-7 TEMPORARY STRUCTURES

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

(b) Parking of vehicles, boats, commercial vehicles, campers or R.V.'s on street over 36 hours is not permitted. No camper, recreational vehicle, trailer or boat may be maintained upon the premises except as may be maintained entirely within the garage.

(c) No lot or street shall be used for commercial or private repair of any vehicle and no wrecked, junked, disabled or non-use vehicle shall remain on any lot or street for more than 36 hours.

(d) Satellite dishes or large radio antennas are not allowed except satellite dishes which have a diameter not exceeding 24 inches and which are mounted in such a manner that they are not visible from the street.

A-8 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period.

A-9 LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot for any commercial purpose. Domestic animals shall be limited to two dogs and two cats which shall be confined at all times in the house, garage, or basement, or confined by fence, kennel or chain to the rear of the house.

A-10 GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, grass clippings, garbage or other waste 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.

A-11 WATER SUPPLY

No individual water supply system shall be permitted on any lot.

A-12 SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot.

A-13 SLOPE CONTROL AREAS.

Slope control areas are reserved as shown on the recorded subdivision plat. Within these slope control areas no structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

No dirt shall be removed from the subdivision. Disposal of surplus dirt shall be arranged through the Architectural Control Committee.

All trees are to be left except those reasonably needed to be cut for safety purposes and to avoid being in the way for construction.

A-14 SIGHT DISTANCES AT INTERSECTIONS.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 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 30 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 limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley 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.

A-15 PRIVATE ENTRANCES.

The owner of any lot shall be individually responsible for the maintenance of any private entrance from any public road.

A-16 LAND NEAR PARKS AND WATER COURSES.

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean

fill may be placed nearer provided that the natural water course is not altered nor blocked by such fill.

A-17 UNDERGROUND UTILITIES

All underground utilities shall be constructed prior to any bituminous concrete surface course construction. After the street surface is constructed, no openings in the pavement shall be made for a period of 5 years. All underground house services such as gas and water services shall be bored or tunneled and shall be sand backfilled to insure no street settlement. Permits for street openings made prior to the above period of 5 years shall be obtained from the appropriate city office.

A-18 VEGETABLE GARDENS

No vegetable gardens for commercial use will be permitted within the subdivision. A garden for private use is permitted, provided, however, that any such garden shall be in the back of the home.

PART B - ARCHITECTURAL CONTROL COMMITTEE

B-1 MEMBERSHIP

The Architectural Control Committee is composed of 3 members, initially elected for 1, 2 and 3 years, elected subsequently to 3-year terms. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor to fill the unexpired term. 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 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 and to withdraw from the committee or restore to it any of its powers and duties. There shall be an annual meeting of the lot owners of record for the purposes of electing members to the Architectural Control Committee, and to levy assessments to cover costs, which shall include the maintenance of common signs and landscaping of the subdivision, of operation of this committee, if any. The corporation's officers shall be the committee until the subdivision is fully completed. Upon completion, the above procedures regarding election of members shall be in full force and effect.

B-2 PROCEDURE

The committee's approval or disapproval as required in these covenants shall be in writing. The Committee, or its designated

representative, must approve or disapprove within 30 days after plans and specifications have been submitted.

PART C - GENERAL PROVISIONS

C-1 TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

C-2 ENFORCEMENT

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.

C-3 SEVERABILITY

Invalidation of any one of these Covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.