


Larry D. Ehmen, County Recorder

P.I.N. #20-0-0745-006-00

**SCHOLZ, LOOS, PALMER
PROTECTIVE COVENANTS AND HOMEOWNERS ASSOCIATION
FAWN HAVEN ESTATES**

KNOW ALL MEN BY THESE PRESENTS that we, Tom E. Stupavsky and Lucinda M. Stupavsky, Husband and Wife (hereinafter "Declarants"), being owners of the real estate herein described, do hereby declare and establish the following Protective Covenants:

1. The real estate subject to these Protective Covenants is legally described on the "Exhibit A" attached hereto and incorporated herein by reference, and is further described on the Plat of Survey, dated October 4, 2001, prepared by Jerry I. Stone, C.L.S. #35-002323, a copy of which Plat is attached hereto as "Exhibit B" and incorporated herein by reference. This real estate shall be known as the "Fawn Haven Estates Subdivision." It is the intent of the Declarants that portions of the herein described real estate will be sold by them from time to time for use as building lots for the construction of single family dwellings. For the purpose of the Covenants stated hereinafter, the terms "lot" and "lots" shall mean, and these Covenants shall apply to, that portion of the real estate owned by Declarants and designated as "lots" on "Exhibit B."

2. All lots shall remain as surveyed and described herein on "Exhibit B", and no such lot thereafter be divided, subdivided, or reduced in size, or sold except as a whole.

3. All lots shall be used for the purpose of constructing and maintaining a single-family residence. 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 stories in height excluding basement or foundation, and a garage, which shall be attached to the residence for not less than two cars.

4. Each lot shall have a 50 feet minimum building setback line from front property line and 15 feet from side lot line.

5. No one-story residence building shall be permitted of less than 2000 square feet on the first floor, exclusive of attached porches or garages and basements, and no two-story buildings shall be permitted of less than 2,500 total square feet with at least 1,400 square feet on the main floor, exclusive of attached porches or garages and basements. No garage shall be permitted of less than 500 square feet.

6. It being the intention and purpose of these Covenants to assure that all dwellings shall be of a high quality, workmanship and materials, no dwelling shall be constructed of other than new standard construction material. Any and all roll coverings, imitation brick or stone, and imitation siding or used material are prohibited on any dwelling. No mobile or manufactured homes shall be permitted.

7. No building of any type or kind may be constructed or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by Thomas E. Stupavsky, the developer of the real estate, d/b/a Tom Stupavsky Construction, as to quality of workmanship and materials, harmony of external design with existing structures, compliance with these Covenants, and location of improvements with respect

to topography and finish grade elevation. The developer shall be the exclusive builder of all buildings, structures or improvements of any type or kind, provided that a lot owner may select a different builder or contractor to perform interior renovation subsequent to completion of all initial new construction by the developer.

8. 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. The dwelling house which may be built on any of said lots shall be under permanent roof and shall be completely painted within one (1) year from the date construction of said dwelling house is commenced. Construction of any garages must be completed within a reasonable time after said construction is commenced, and no garage may be allowed to remain in an unfinished or neglected state of repair. 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. All construction and improvements made on said lot shall be in accordance with applicable laws, ordinances and government regulations.

9. Any private entry or driveway on a lot leading to a residence and/or a garage from any public or common access road shall be finished with reinforced concrete or asphalt and the owner of such lot shall be responsible for maintaining the same.

10. No fence or wall shall be erected, placed or altered on any lot nearer to the front property line than the rear walls of the dwelling, except for small, ornamental landscaping fencing. No fence or wall shall exceed 5 feet in height. No fence or wall shall be constructed to completely obstruct the line of sight, but fences and walls shall be constructed of chain links, pickets, slats

or constructed in some other manner that will permit at least a partial view through the fence or wall.

11. Parking of vehicles, boats or R.V.'s on any street or common access road for more than one (1) week is prohibited. Any vacation trailers or motor homes must be stored to the side or rear of all homes.

12. No structure of a temporary character, trailer, tent, shack, barn or outbuilding shall be used on any lot at any time for a residence, either permanently or temporarily.

13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder during he construction and sales period, with all said signs to be painted in a professional manner.

14. No noxious or offensive activity shall be maintained or pursued on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Weeds on vacant lots shall be cut during the summer months. The owner or owners of each lot shall keep all weeds cut thereon, rubbish cleared and disposed of, dead trees removed to the end, and the lot shall be maintained in a presentable condition.

15. None of said lots or the improvements thereon shall ever be used for rooming houses, club houses, road houses, the operation of a children's day care, or for any commercial purposes whatsoever.

16. No animals, livestock, or poultry of any kind shall be raised, bred, or maintained for any commercial purposes, and domestic animals shall be limited to one dog and one cat which

shall be confined at all times in the house, garage, basement or outbuilding, or confined by fence or kennel at the rear of the house.

17. No vegetable gardens for commercial use shall be permitted, but a garden for private use in back of the house will be allowed.

18. 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 incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary manner.

19. No lot shall be used for commercial or private repair of any vehicle other than temporary repairs that can be completed within five days, and no wrecked, junk, disabled or non-use vehicles shall remain on any lot for more than five days.

20. No commercial vehicle, construction vehicle or construction equipment, including, but not limited to, semi-tractor trailers, backhoes, cranes, bulldozers, and pickup trucks over one (1) ton, shall be permitted on any of the lots or any common access road unless kept in a garage and completely enclosed, provided that equipment being used in the construction or necessary repair of a permitted building shall be excepted from this prohibition.

21. Large radio antennas shall not be allowed in the front or side yards.

22. All utility lines shall be placed underground and no outside electrical lines or cable lines shall be placed overhead.

23. No individual sewage disposal system and/or water supply system shall be permitted on any lot unless that system is designed, located and constructed in accordance with the

requirements, standards and recommendations of the Adams County Health Department.

Approval of such system as installed shall be obtained from such authority.

24. These restrictions and covenants herein shall run with the land and be a charge upon the real estate herein described, and shall be binding upon the parties hereto and all persons claiming under, by and through them. Except for the provisions of ¶23 above, these covenants shall extend for a period of 40 years from the date of these restrictions and covenants and shall be automatically extended thereafter for successive periods of five years unless said covenants are changed by agreement of a majority of the then owners of the above described real estate. One vote shall be allotted to each of the lots in Fawn Haven Estates Subdivision for such purpose. The covenants stated in ¶23 shall have the same duration as other covenants, provided that such covenants cannot be amended by the majority without the prior written consent of the Adams County Health Department or its successor.

25. Invalidation of any of the covenants herein contained by order of any court shall not invalidate the other provisions of these protective covenants and the provisions not so invalidated shall remain in full force and effect.

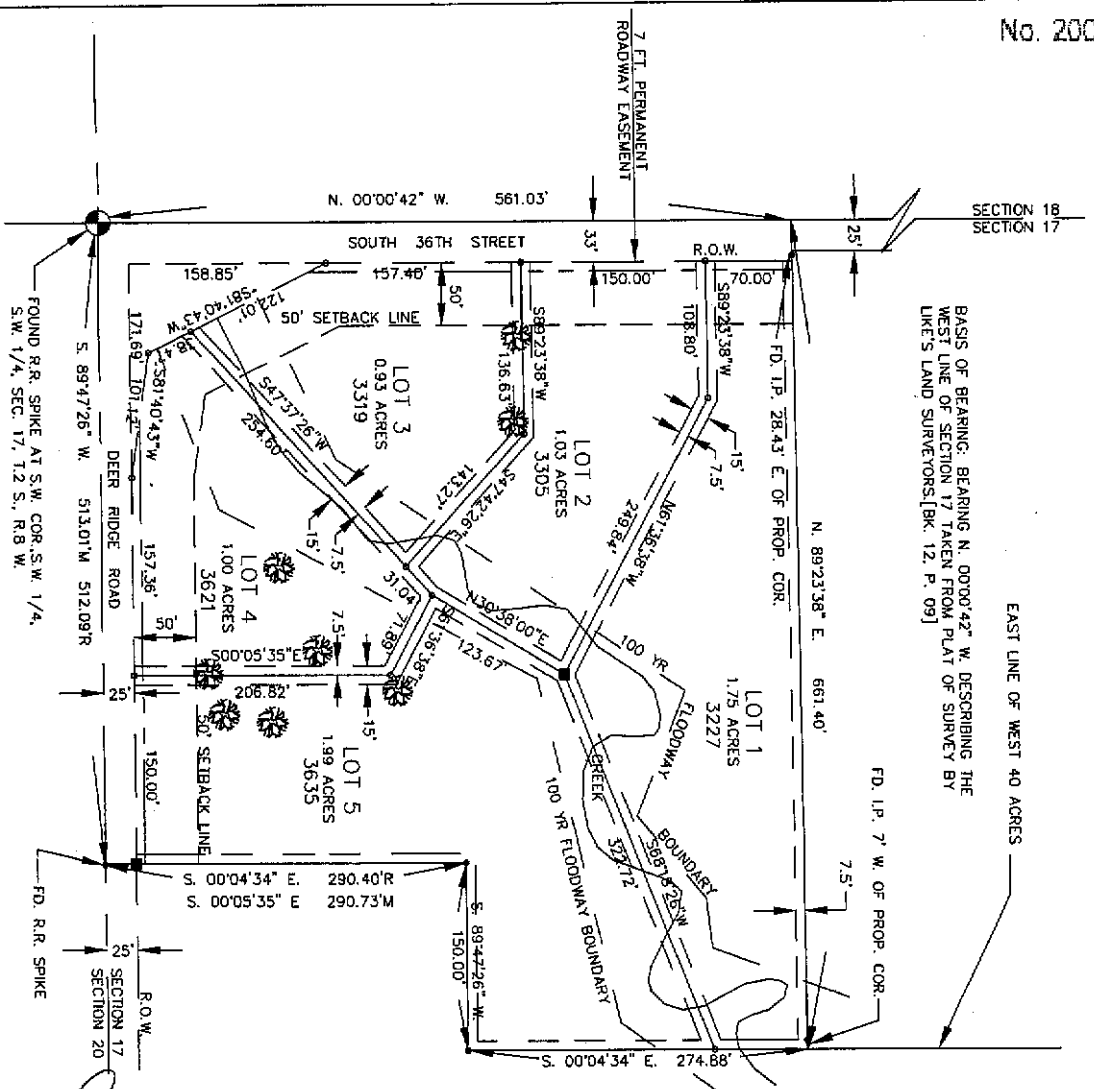
26. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any real property situated in the Fawn Haven Estates Subdivision, and in the case of ¶23 above, the County of Adams and/or the Adams County Health Department, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and to either prevent such party or parties from so doing or to recover damages for such violation.

EXHIBIT A

A tract of land lying in and being a part of the Southwest Quarter of the Southwest Quarter of Section Seventeen (17), Township Two (2) South, Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, and being more fully described as follows:

Beginning at a point marking the Southwest corner of the Southwest Quarter of the Southwest Quarter of the aforementioned Section Seventeen (17), thence North 00 degrees 00 minutes 42 seconds West along the West line of said Quarter-Quarter Section 561.03 feet; thence North 89 degrees 23 minutes 38 seconds East, leaving said West line, 661.40 feet to a point on the East line of the West forty (40) acres of the Southwest Quarter of said Section Seventeen (17); thence South 00 degrees 04 minutes 34 seconds East along said East line 274.88 feet to a point marking the Northeast corner of a certain tract of land as recorded in Book 493, at page 1804; thence South 89 degrees 47 minutes 26 seconds West along the North line of said tract 150.00 feet; thence South 00 degrees 05 minutes 35 seconds East along the West line of said tract 290.73 feet (South 00 degrees 04 minutes? 34 seconds East 290.40 feet record) to a point on the South line of the Southwest Quarter of the Southwest Quarter of said Section Seventeen (17); thence South 89 degrees 47 minutes 26 seconds West along said South line 513.01 feet (512.09 feet record) to the point of beginning, containing 7.56 acres, more or less, with the above described subject to that portion now being used for public road purposes (Deer Ridge Road and South 36th Street), all situated in the County of Adams, in the State of Illinois, and as shown by Plat of Survey prepared by Marvin J. Likes, Illinois Professional Land Surveyor #35-2150, in June of 1995, recorded in Book 15 of Plats, at page 479, to which reference is made for greater certainty.

JD
ymm



FAWN HAVEN ESTATES

TOM & LUCINDA STUPAVSKY, OWNERS

BASIS OF BEARING: BEARING N. 00°00'42\"/>

LEGEND

- SET CONCRETE MON.
- FD 3/8\"/>



LEGAL DESCRIPTION

A TRACT OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP TWO (2) SOUTH, RANGE EIGHT (8) WEST OF THE FOURTH PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

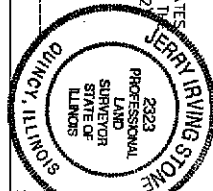
BEGINNING AT A POINT MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE FOREMENTIONED SECTION SEVENTEEN (17), THENCE NORTH 00 DEGREES 00 MINUTES 42 SECONDS WEST ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION 561.03 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 38 SECONDS EAST, LEAVING SAID WEST LINE, 661.40 FEET TO A POINT ON THE EAST LINE OF THE WEST FORTY (40) ACRES OF THE SOUTHWEST QUARTER OF SAID SECTION SEVENTEEN (17); THENCE SOUTH 00 DEGREES 04 MINUTES 23 SECONDS EAST ALONG SAID EAST LINE 274.88 FEET TO A POINT MARKING THE NORTHEAST CORNER OF A CERTAIN TRACT OF LAND AS RECORDED IN BOOK 493 AT PAGE 1804; THENCE SOUTH 89 DEGREES 47 MINUTES 26 SECONDS WEST ALONG THE NORTH LINE OF SAID TRACT 150.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT 290.73 FEET (SOUTH 00 DEGREES 04 MINUTES 23 SECONDS EAST 89 FEET RECORDED) TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION SEVENTEEN (17); THENCE SOUTH 89 DEGREES 47 MINUTES 26 SECONDS WEST ALONG SAID SOUTH LINE 513.01 FEET (512.09 FEET RECORDED) TO THE POINT OF BEGINNING, CONTAINING 7.56 ACRES, MORE OR LESS, WITH THE ABOVE DESCRIBED SUBJECT TO THAT PORTION NOW BEING USED FOR PUBLIC ROAD PURPOSES (DEER RIDGE ROAD AND SOUTH 36TH STREET), ALL SITUATED IN THE COUNTY OF ADAMS, IN THE STATE OF ILLINOIS, AND AS SHOWN BY PLAT OF SURVEY PREPARED BY MARVIN J. LINES, ILLINOIS PROFESSIONAL LAND SURVEYOR #35-2150, IN JUNE OF 1995, RECORDED IN BOOK 15 OF PLATS, AT PAGE 479, TO WHICH REFERENCE IS MADE FOR GREATER CERTAINTY.

I, JERRY I. STONE, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.

I DO FURTHER STATE THAT THE PARCELS INCLUDED IN THIS SUBDIVISION ARE NOT LOCATED IN A FLOOD HAZARD IDENTIFIED FOR ADAMS COUNTY, ILLINOIS, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON THE FLOOD INSURANCE RATE MAP, PANEL NO. 170001-01908, DATED NOVEMBER 15, 1985.

I DO FURTHER STATE THAT THE ATTACHED PLAT, UPON WHICH THIS CERTIFICATION IS ENDORSED, IS TO BE KNOWN AS FAWN HAVEN ESTATES SUBDIVISION CONTAINING FIVE (5) LOTS, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP TWO (2) SOUTH OF THE BASE LINE, RANGE EIGHT (8) WEST OF THE FOURTH PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS.

JERRY I. STONE
 P.L.S. #35-002323
 10/4/01
 DATE



Part of the S.W. 1/4, S.W. 1/4, Sec. 17, T. 2 S., R. 8 W., 4th P.M., Adams Co., Ill.	Designed TDV	Surveyed TDV	Date 1-96	ROW 36' & DEER RIDGE RD.	10/01
FAWN LAKE ESTATES SUBDIVISION	Drawn TDV	File Book 213	Scale 1"=100'		
	Checked JIS	Project No. 5-95-002		Rev.	Description

FAWN HAVEN ESTATES
TOM & LUCINDA STUPAVSKY, OWNERS

STATE OF ILLINOIS)
COUNTY OF ADAMS)

THE SANITARY REQUIREMENTS FOR THIS PLAT OF FAWN HAVEN ESTATES SUBDIVISION WAS APPROVED BY THE ADAMS COUNTY HEALTH DEPARTMENT

THIS 11th DAY OF October 2001

ADAMS COUNTY HEALTH DEPARTMENT
BY: Melanie A. Oliver
DIRECTOR ENVIRONMENTAL HEALTH

STATE OF ILLINOIS)
COUNTY OF ADAMS)
CITY OF QUINCY)

I, JANET A. HUTMACHER, AS CITY CLERK OF THE CITY OF QUINCY, ILLINOIS, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED WAS APPROVED BY THE QUINCY PLAN COMMISSION, AND WAS DULY APPROVED BY THE CITY COUNCIL OF THE CITY OF QUINCY AT A REGULAR MEETING HELD MARCH 18 A.D. 1998. I FURTHER CERTIFY THAT THERE ARE NO UNPAID CITY SPECIAL ASSESSMENT TAXES, THAT ANY REQUIREMENT BOND OR OPTION HAS BEEN PROVIDED AND THE PLAT IS THEREFORE ENTITLED TO RECORD.

WITNESS MY HAND AND SEAL THIS 11th DAY OF October A.D. 2001
Janet A. Hutmacher
JANET A. HUTMACHER, AS CITY CLERK AFORESAID

