



**AMENDMENT
TO
PROTECTIVE
COVENANTS**

Prepared by:

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P.I.N. 20-0-01171-004 Lt 1 Blk 1;
20-0-01171-005 Lt 2 Blk 1;
20-0-01171-006 Lt 1 Blk 2 &
20-0-01171-007 Lt 2 Blk 2

060554		FILED ADAMS COUNTY STATE OF ILLINOIS
VOLUME <u>92</u>		JUL -9 P 3:32
OF <u>Misc.</u>		<i>[Signature]</i>
PAGE <u>533</u>		COUNTY RECORDER
GOEHL, SCHUERING & CASSENS		

AMENDMENT TO PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being all of the owners of the hereinafter described real estate, to-wit:

Lots 1 and 2 in Block 1, and Lots 1 and 2 in Block 2 in the Garden Estate Subdivision,
Adams County, Illinois;

do hereby amend the Protective Covenants covering the Real Estate, which Protective Covenants were recorded in Volume 89 of Miscellaneous Records at page 2187 in the Office of the Recorder of Deeds in and for Adams County, Illinois. Said Amendment to Protective Covenants shall run with the land and shall be binding upon the present Owners of the Real Estate and shall be binding upon each and every person, firm and corporation claiming by, through or under them, as if this Amendment was part of the original Protective Covenants. All words and phrases having a defined meaning when used in the Protective Covenants shall have the same meaning when used herein.

These covenants shall take effect upon the recording hereof and shall apply to all of the above described real estate, and to each lot thereof.

1. Single-Family Residence. The lots or any portions thereof shall only be used for single-family residences with garages attached. No one-story dwelling shall contain floor space, excluding porches, breezeways, patios, garages and basement, if any, of less than 1,600 square feet. No two-story dwelling shall contain floor space, excluding porches, breezeways, patios, garages and basement, if any, of less than 1800 square feet with a minimum of 1000 square feet on the first floor. All residences shall have attached two car garages and all buildings shall face North perpendicular with the road.

2. No modular or prefabricated structures are permitted on any lots or portions thereof. Any and all roll coverings, imitation brick or stone and any imitation siding is prohibited on the dwelling.

3. The front foundation of a dwelling house shall be located on the building setback line which is not less than seventy-five feet from the front property line on all lots and there shall be a twenty foot minimum distance between the side foundation and the property line.

4. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. These are permanent easements for the benefit of all parties owning lots in the above described and no permanent building or structure shall be erected on said easements.

5. Pets. No more than two household pets may be kept on any lot or any portion thereof in such premises. No cattle, livestock, poultry, foxes or animals bred exclusively for income shall be kept, bred or maintained for any commercial purpose on any of such lots or premises. No horses shall be allowed.

6. Outside television equipment, CB, ham radio, two-way or other antennas and towers may be permitted if prior approval is given by a majority of the then owners of real estate of such lots or any portions thereof, who shall consider each request and decide on the basis considering antenna purpose, height, support, size, placement on the lot, etc.

7. 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, and no house trailer or so-called double trailer, whether on a foundation or not, shall be placed on any lot any time.

8. Utility Lines. All utility lines shall be placed underground and no outside electrical lines or cable lines shall be placed overhead.

9. Any dwelling house which may be built on any of said lots shall be under permanent roof, and the exterior shall be completely finished within one year from the date construction of said dwelling house is commenced. Construction of any garages or outbuildings must be completed within a reasonable time after construction is commenced and no garage or outbuilding is to remain unfinished or in neglect of repair. there shall be permitted only one outbuilding per lot.

10. Any outbuildings must be located as to not cause a problem with neighboring residences or buildings and must not be any larger than 600 square feet. Such outbuilding must also be of a style compatible with surroundings and be of a permanent nature on a foundation. There is a 20 foot minimum side yard set back requirement for any residence or any outbuilding.

11. All above-ground swimming pools are prohibited.

12. One camper, one motor home, one boat or one other recreational vehicle may be kept outside but not left on the street, the driveway or required front yard. Poured concrete pads along side the garage of the dwelling are permitted for such parking. Also any pick-up truck, van or vehicle of less than one ton is permitted.

13. Commercial vehicles. No commercial vehicles, construction vehicle or construction equipment, including semi-tractor trailers, back-hoes, cranes, bulldozers, shall be permitted on any of the lots of the real estate described above, unless kept in a garage and completely enclosed. No mobile home or mobile or stationery trailers shall be permitted on any lot.

14. No lot or any portion thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers out of public view. All incinerators or other equipment for the storage or disposal of such garbage material shall be kept in a clean and sanitary condition.

15. The premises shall be mowed and weeds cut at all times whether or not a residence has been erected on the property.

16. No temporary or permanent sign of any kind shall be displayed to the public view on any such lot or portion thereof, except one professional sign of not more than one yard advertising the property for sale or rent, or signs used by the builder to advertise the construction of property during construction shall be allowed.

17. Any fences and hedges shall be limited to forty-eight inches in height and said fences shall be of open construction and shall be of neat appearance.

18. Term, extensions. All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in the premises regardless of how he acquired title until the commencement of the calendar year 2015 on which date these covenants, conditions, reservations and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on the premises or any owner. However, these covenants, conditions, restrictions and reservations shall be automatically extended for a period of ten years and thereafter in successive ten year periods, unless on or before the end of one of the extension periods or the initial period, the owners of a majority of the lots in the subdivision shall by written instrument, duly recorded, declare a termination of the same.

19. Expenses. If owners of the lots contained in the real estate described above employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions because of a breach thereof, all costs incurred in the successful enforcement of such, including reasonable attorneys fee, shall be paid by the owner of the lot or lots which have violated such covenants.

20. Severability. In the event any one or more of the foregoing covenants, conditions, reservations or restrictions is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner affect, modify, change or nullify any of the covenants, conditions, restrictions and reservations not declared to be void or unenforceable. All of the remaining covenants, conditions, reservations and restrictions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

Dated this 8th day of July, 1997.