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Rental Housing Support Program
State Surcharge Pd 8/23/2007:
\$10.00

Authorized By: *Marye Adams*

Date Recorded: 8/23/2007 11:03:10 AM



Dave Little

(Above for Recorder's use only)

PROTECTIVE COVENANTS

Daniel J. Vonder Haar, Inc., an Illinois corporation, is the owner of the following described real estate:

Lots 1 through 7 of Highland-Riverside Subdivision, in the City of Quincy, Adams County, Illinois (Plat filed in Book 707 at page 6787.)

Said owner intends to sell lots in said subdivision and to impose upon such parcels covenants and restrictions for the benefit of all such property and the future owners thereof.

NOW, THEREFORE, Daniel J. Vonder Haar, Inc. hereby declares that all of the lots in the above subdivision are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are declared and agreed to be in furtherance of a plan for sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

A. Effective Date: These covenants shall take effect immediately upon the recording hereof and shall apply immediately to all of the above described real estate.

B. Term and Amendment: These covenants shall run with the land and shall be binding upon all the parties and persons claiming under them until January 1, 2027, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by agreement of 80% of all of the then owners of the above described real estate, it is agreed to change said covenants in whole or in part. At any time, 90% of the then owners of the lots may agree to change said covenants in whole or in part. In determining the owners of the lots, each individual lot shall have a single right. If there

are multiple owners of a lot, a majority in interest shall exercise the right of the lot. If there are two owners having an equal interest, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first named in the deed or other instrument conveying such lot shall exercise the right.

C. Violation and Enforcement: If anyone affected hereby shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any parcel of said real estate subject hereto to prosecute any proceeding at law or in equity against any party violating or attempting to violate any such covenant to prevent that party from so doing or to recover damages for such violation or violations or for such other legal or equitable relief as may be allowed. In addition, the party found to be in violation of any covenant shall be liable to the person or persons prosecuting such violations for expenses of such prosecution including reasonable attorney's fees and other litigation expenses incurred. Any judgment against any party found to be in violation shall include the amount of such expenses in favor of the person or persons prosecuting such violation. The rights and responsibility for enforcement of these covenants is with each property owner.

D. Covenants and Restrictions: The covenants and restrictions are as follows:

1. In general, every lot is a resident lot and shall be used exclusively for single family residential purposes. "Family", for purposes hereof, shall mean an individual or two (2) or more living together as a single housekeeping unit, or a group of two (2) or more persons all of whom are related by blood, marriage or adoption, except the group may include one (1) person not so related, living together as a single housekeeping unit. Applicable zoning ordinances may impose a more restrictive definition. "Outbuildings" include, but are not limited to, any non-attached garage, shed, playhouse or other structure which a person may enter or in which goods may be located or stored, or animal pen.

2. No dwelling house constructed on any of said lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the "Architectural Trustee" hereinafter described, and the decision of that Trustee shall be binding on all parties concerned.

3. Lots may not be re-divided except to increase the size of adjoining lots. If re-divided, the appropriate adjoining lot combined with the re-divided lot shall thereafter be treated as a single lot with side-yards and other setback lines considered appropriately altered.

4. A mobile, modular or pre-manufactured home may not be placed on a lot.

5. All driveways shall be concrete.

RESTRICTIONS CONCERNING SIZE AND PLACEMENT OF DWELLING HOUSES AND OTHER STRUCTURES AND THE MAINTENANCE THEREOF:

A. MINIMUM LIVING SPACE AREAS: No dwelling shall be constructed on any lot in the Subdivision exceeding the height hereafter stated having less than the following minimum square footage of living space exclusive of porches (whether or not enclosed by screens or otherwise), breezeways, terraces, garages, car ports and other buildings:

The dwelling located in any lot shall not exceed two and one-half (2 1/2) stories in height. The ground floor area of the dwelling, exclusive of open porches, breezeways, garage and basement, if any, shall not be less than 1600 square feet for a one (1) story dwelling. If more than one (1) story, there shall be a minimum of 1000 square feet on the ground floor. No minimum shall apply above the first story. However, the dwelling shall have a total of at least 1,600 square feet, exclusive of open porches, breezeways, garage and basement.

An attached garage shall be provided which contains at least 400 square feet.

B. SET-BACK REQUIREMENTS:

(i) In General: Except as may be otherwise provided in these restrictions or on the Plat, no dwelling house or above grade structure shall be constructed or placed on any numbered lot in the Subdivision (except fences or walls, the placement of which is provided for hereinafter) nearer to any lot than the minimum building setback lines shown on the recorded Subdivision Plat, the provisions set forth herein, or applicable building or subdivision codes or restrictions, whichever is more.

(ii) Yards: Front, side and rear yards shall be established in accordance with the minimum prescribed by applicable ordinances, if any, or as shown on the Plat of Subdivision, whichever is greater.

C. FENCES: No fence shall be erected or constructed nearer to the front lot line than the minimum building setback lines shown on the recorded subdivision plat, no fence shall be erected or constructed between the building line and the curb, and no fence or wall shall exceed six (6) feet in height. A fence may only be chain link or poly vinyl.

D. CONSTRUCTION MATERIALS: The finished exterior of every building constructed or placed on any numbered lot in the Subdivision shall be of material approved by the Architectural Trustee, subject to G. below.

E. DILIGENCE IN CONSTRUCTION: The exterior of every building whose construction or placement on any numbered lot in the Subdivision 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 improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such states for more than three (3) months from the time of such destruction or damage.

F. PROHIBITION OF USED STRUCTURES: All structure constructed or placed on any numbered lot in the Subdivision shall be constructed with a substantial quantity of new material and no used structure shall be relocated or place on any such lot.

G. FRONT EXTERIOR: The front exterior of all homes shall be at least 75% brick.

H. MAINTENANCE OF LOTS AND IMPROVEMENTS: The owner of each lot in the Subdivision shall at all times maintain said lot and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly, and, specifically, such owner shall:

(I) Mow said lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.

(ii) Remove all debris or rubbish from said lot.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the appearance of said lot.

(iv) Cut down and remove dead or diseased trees from said lot.

(v) Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance as to avoid their becoming unsightly.

(vi) Keep and maintain driveways, entranceways and parking areas for a lot dust free from and after not later than one (1) year following the initial occupancy of a dwelling.

I. DIRT: No dirt shall be removed from the Subdivision without the approval of the Architectural Trustee. Should any lot owner have dirt to be removed from the lot, it shall be located at such owners' expense to another location within the Subdivision approved or designated by the Architectural Trustee.

3. GENERAL PROHIBITIONS:

A. IN GENERAL: No noxious or offensive activities shall be carried on any lot in the Subdivision, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Subdivision.

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, livestock, swine, or poultry of any kind shall be kept, raised, bred or maintained on any lot in the Subdivision, except the usual household pets, provided they are not kept, raised, bred or maintained for commercial purposes, and provided further that they are not wild or dangerous or considered ferae nature by law. Permitted pets shall not be allowed to roam freely.

D. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a camping ground for rubbish, garbage or litter, trash, garbage, litter, ashes or other waste or refuse 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.

E. RESTRICTIONS ON TEMPORARY STRUCTURES: No structure of a temporary character, trailer, single wide mobile home, whether or not located on a foundation, basement, tent, shack, garage, barn or other out building shall be used on any parcel at any time as a residence, either temporarily or permanently, nor shall trailer or mobile homes be permitted on any tract.

F. PARKING: Trucks, trailers, boats, and recreational vehicles may be stored or parked only in the attached garage or they are otherwise prohibited, except such that are being used for a temporary purpose not to exceed 36 hours may be parked on the driveway of the lot.

G. SIGHT DISTANCE AT INTERSECTION. Nothing may be built or planted which obstructs sight lines at the intersection of Street lines.

H. UTILITIES AND OTHER APPARATUS. All utility and apparatus lines shall be buried below ground, except for pedestals and transformers required to be above ground. No apparatus or wires shall be installed on the exterior of the house or garage unless it can be installed so it is not visible from the street.

I. EASEMENTS. Easements for installation and maintenance of utilities and accessories and for drainage are reserved on the recorded subdivision plat. No structure, planting or any other items may be placed which may damage or interfere with the easement or which may change the flow of drainage channels.

4. ARCHITECTURAL CONTROL:

A. GENERALLY. No structure or outbuilding may be erected, placed or altered on any lot until the construction plans and specifications and the location and builder have been approved by the Architectural Trustee. It is intended that the trustee consider reasonable factors beyond those set forth in these covenants which are appropriate to the overall development of the subdivision. The trustee is also authorized to provide interpretation of these covenants for the benefit of the subdivision.

B. ARCHITECTURAL TRUSTEE. The Architectural Trustee is Daniel J. Vonder Haar, and he may designate a representative to act for him. If Daniel J.

VonderHarr is unable to continue to act as such trustee, a successor trustee shall be designated by a majority of the then owners of the lots as hereafter provided. In determining the owners of the lots, each individual lot shall have a single right to vote. If there are multiple owners of a lot, a majority in interest shall exercise the right of the lot. If there are two owners having an equal interest, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first named in the deed or other instrument conveying such lot shall exercise the right.

C. PROCEDURES. The approval or disapproval of the trustee shall be in writing. If the trustee, or his designated representative, fails to approve or disapprove of any plans or specifications within 30 days after such are submitted to him, it shall be deemed that such have been approved.

D. LIABILITY OF TRUSTEE. Neither the Architectural trustee nor any representative of his shall be liable in any way for any defects in the plans or specifications or materials submitted for approval, nor for any work done on any lot in the subdivision. Any lot owner(s) bring a claim for such shall indemnify the trustee and/or his representative for any expense, including reasonable attorney's fees and court costs, incurred by him in defending such claim.

5. SEVERABILITY: Each covenant shall be severable. That is, invalidation of any one of these covenants by a judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.