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Tx:4020003

2012R-00009

**GEORGIA VOLM
ADAMS COUNTY CLERK/RECORDER
ADAMS COUNTY, ILLINOIS
RECORDED ON
01/03/2012 10:02 AM
REC FEE: 17.00
GIS RECORDER FEE: 1.00
GIS COUNTY FEE: 19.00
RHSP HOUSING FEE: 10.00**

PROTECTIVE COVENANTS

Prepared by:

GOEHL, SCHUERING, CASSENS & BIER
506 Vermont Street
Quincy, IL 62301

KNOW ALL MEN BY THESE PRESENTS that the undersigned **Roger L. Mowen and Marvin W. Mowen**, hereinafter called "Developers", and **Donald E. Koettters and Kathleen M. Koettters**, hereinafter called "Owners," being the Purchasers of the hereinafter described real estate, do hereby make and establish the following Protective Covenants which shall cover the following described real estate:

Part of the Northeast Quarter of Section 28, Township Two (2) South, Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 28; thence South 89 degrees 11 minutes 50 seconds East along the North line of the Northeast Quarter of said Section 28 a distance of 1432.80 feet to the Northwest corner of Lot 8 of Oakwood Forest Estates Plat 2; thence South 01 degree 05 minutes 56 seconds West along the West line of said Lot 8 a distance of 202.56 feet to the Southwest corner of said Lot 8; thence South 24 degrees 33 minutes 46 seconds East along the Westerly line of Lot 7 a distance of 48.26 feet to the point of beginning; thence continuing South 24 degrees 33 minutes 46 seconds East along the Westerly line of said Lot 7 a distance of 202.46 feet; thence South 60 degrees 29 minutes 16 seconds East along the Westerly line of said Lot 7 a distance of 208.35 feet; thence South 40 degrees 39 minutes 05 seconds East along the Westerly line of Oakwood Forest Estates Plat 1 a distance of 487.95 feet to the Southwesterly corner of Lot 19 of said Oakwood Forest Estates Plat 1; thence South 74 degrees 45 minutes 07 seconds East along the Westerly line of said Oakwood Forest Estates Plat 1 a distance of 40.87 feet; thence South 58 degrees 20 minutes 05 seconds West 265.47 feet; thence North 76 degrees 42 minutes 43 seconds West 213.73 feet; thence North 61 degrees 43 minutes 57 seconds West 218.31 feet; thence North 00 degrees 18 minutes 08 seconds East 654.58 feet to the point of beginning, containing 5.452 acres, more or less, situated in the County of Adams, in the State of Illinois, all as per Plat of Survey filed as Document No. 2012R-00007 in the Office of the Adams County Clerk/Recorder of Deeds

Developers will convey the real estate described above to the "Owners" as described herein, subject to certain protective covenants, conditions and restrictions as hereinafter set forth.

These Covenants shall take effect upon the recording hereof and shall apply to all of the above described real estate (the "land").

The restrictions established may be amended by a duly recorded instrument properly signed and acknowledged by the Owners as long as Owners own any of the real estate described above or the real estate described as follows:

Lots 1-19 of Oakwood Forest Estates Plat 1 Revised, Lots 1-11 of Oakwood Forest Estates Plat 2 Revised, both being subdivisions in Part of the Northwest Quarter of Section Twenty-seven (27) and Part of the Northeast Quarter of Section Twenty-eight (28) in Township Two (2) South Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois.

and thereafter by sixty percent (60%) or more of all Lots included herein. If there are multiple Owners of a Lot, a majority interest shall exercise the right of the Lot. If there are two (2) 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 conveying the Lot to said Owners shall exercise the right.

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them.

If the owner of any said lot or "land" or his 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 a lot or parcel of "land" to prosecute any proceeding at law or inequity against the person or persons violating or attempting to violate any such covenant either to prevent him, or her, or them from so doing or to recover damages for such violations. Any action may be brought by a person, firm or corporation having an interest in the "land". If a violation is established the violator or violators shall be liable for the attorney fees and cost of the person, firm or corporation seeking enforcement

The invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other covenants herein contained, which shall remain in full force and effect.

1. The land shall be known as a residential lot or tract, and all buildings constructed thereon are to be used for residential purposes only.

2. No commercial activity shall be carried on upon the said land.

3. No walls, fences or fencing shall be allowed in the front yard, other than landscaping. No fences or hedge shall be erected, placed or suffered upon said land, which shall exceed five (5) feet in height. Any such wall or fencing shall be compatible with the natural surrounding, and shall be subject to the conditions herein set out for materials. No chain link, wire, or metal walls, or fence shall be permitted, except that professionally constructed wrought iron fences may be approved by the developer, their heirs or assigns as described herein. All walls, and fencing must be continually maintained to present an attractive appearance, or such walls or fencing will be removed at the expense of the land owner. Any wall or fencing must meet the signed approval of the developers, his heirs, or assigns.

4. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any said lot or tract, except that no more than 3 household pets such as dogs or cats or other household pets may be legal on said premises, and at no time shall they become a nuisance to any other party.

5. The land herein shall not be used or maintained as a dumping ground for rubbish, or trash. Trash, garbage or any other waste shall not be kept except for in sanitary containers. All such sanitary containers shall be kept out of site, in the garage or other covered and enclosed area. On collection day and during collection hours, containers may be placed at the collection spot. Except for construction debris which shall be cleaned up in an appropriate period of time as determined by the developers, their heirs and assigns.

6. No septic system or any part thereof shall be located nearer than seventy-five (75) feet from any well site or any site designated as a future well by the developers.

7. No fuel tanks shall be located above ground, unless such tank is otherwise completely hidden from view.

8. Any septic tank installed on any said of said land shall not be less than one thousand (1,000) gallons capacity.

9. No inoperable, abandoned or junk vehicles or other types of junk, scrap, iron, metal or other material shall be maintained or kept on any of said land.

10. No mobile home, double wide, modular or other types of moveable residential facilities shall be placed or located on any of said land.

11. Boats and recreational vehicles may be located on said lots, but shall be located in a designated parking area completely out of the view of persons using the roadway in front of the premises, and may not be stored during or prior to the construction period.

12. The exterior of all structures shall be completed within 18 months of the date of commencement of construction.

13. Any construction site must be kept in a neat and orderly state, and no vehicles, equipment, or other large objects shall be allowed to remain on the site in excess of 14 days unless the same are required in the construction of the residence being constructed on the premises, any such items may be subject to review by the developers.

14. Any alternative material, except as specifically provided herein, shall be approved by the developers, their heirs or assigns prior to commencement of construction.

15. All yards and buildings located on the land shall be maintained in a neat and tidy manner. The number, type and location of lawn ornaments, and fixtures shall be placed and maintained in good taste and shall be subject to the approval of the developer, his heirs or assigns.

16. Any dwelling which may be built on the said land shall be under permanent roof, and the exterior shall be completely finished within 18 months from the date of commencement of construction of said dwelling. Construction of any garages or outbuildings must be completed within 6 months after construction is commenced, and no dwelling, garage, or outbuilding shall remain unfinished or in neglect of repair. There shall be permitted only one outbuilding on said land.

17. Any house plan to be built on the land shall meet the written approval of the developer, his heirs or assigns, prior to the beginning of construction.

18. Wherever feasible, all dwellings on said land shall contain a full basement. Crawl space or slabs shall not be allowed unless ground conditions will not permit digging of such basement. Any such case is at the sole discretion of the developers, his heirs or assigns.

19. Building location. No building shall be located, on the land, nearer than 35 feet to a street property line, or nearer than 20 feet to any adjoining property line. For these purposes, porches, steps and sidewalks shall be considered a part of the building, and no portion thereof shall encroach upon another lot.

20. All building and structures shall meet all requirements of the local building codes, ordinances and regulations.

21. During the construction, maintenance, or refurbishment of any building or land, any littering or damage to the public and private roadways and easements or any adjacent land and any cleanup of them, will be the responsibility of the owner.

22. Owner shall be responsible for mowing and landscaping, maintenance of said land up to the property line of such land, and up to the street such that the land will always present a neat and attractive appearance, prior to, during and after the construction period.

23. Homeowners Association. Any owner of any lot in said subdivision shall agree by the purchasing of said lot to join and become a member of the homeowners association and agree to pay an annual assessment in the amount of \$110.00 for each calendar year, for the purpose of carrying out all of the general duties and powers of the homeowners association. This fee may be adjusted to compensate for the increase in maintenance cost, rise of utilities for street lighting and other reasons that cause the cost of the duties of the homeowners association to rise and will be adjusted on an annual basis, if necessary. These duties and powers include enforcement of all the covenants, conditions, reservations and restrictions herein, and the general maintenance of streets, street lighting and entrance lighting, subdivision fences or berms, drainage and entrance improvements, entrance signs, and any amenities within said subdivision of or for the use of lot owners. Any unpaid assessments against a lot or its owners shall be the personal responsibility and obligation of each owner of said lot at the time of assessment, jointly and severally, and shall also become a lien against that lot upon filing of a notice thereof in the Recorder's Office of Adams County, IL. Remedy of such lien given to the Homeowners Association shall not be exclusive of any other remedy, but the Homeowners Association shall, in the event of default or breach for any reason herein contained, have every other remedy given by law or equity and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture or any other right.

24. The developers, their heirs or assigns, shall establish and maintain control of said Homeowners Association as President and Vice-president, during the development phase, or until such time that the developers decide to relinquish or turn over said positions to a majority vote of the Homeowners or until 100% of the lots have been sold by the developers, his heirs or assigns. Eligible parties for these positions must be homeowners within the subdivision, members of the Homeowners Association, and be residents within the subdivision. Owners that do not reside within the subdivision have the right to vote, but may not be eligible for any position of the Homeowners Association.

25. No noxious or offensive trade or activity shall be carried on or upon said land, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or to adjacent property owners.

26. No recreational apparatus will be permitted in any front yard, or any side yard next to a platted street. No recreational apparatus, including swing sets, swimming pools, basketball courts, playground equipment or similar devices shall be located at any point in front of a line drawn parallel with the front of any dwelling structure.

27. The land, driveway or street shall be used for blocking or jacking automobiles or other vehicles for repair, or any other reason, for any longer than a 24 hour period, and no repair garage of any type shall be located or operated on said land.

28. No shed, trailer, recreational vehicle, tent, shack, garage, barn, basement, or outbuilding erected on the land shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be constructed or used as a residence.

29. The developers shall have the right, but not the obligation, to install amenities in the subdivision, including but not limited to tennis, volleyball, racquetball, basketball, handball court or swimming pools.

30. All exterior lighting on said land, including, but not limited to directional lighting, or drive, and sidewalk lighting shall be so located, shaded and of such intensity so as not to become a visual nuisance to any adjoining land owner.

31. Term extensions. All of the foregoing covenants, conditions, reservations, and restrictions shall continue and remain in full force and effect at all times, and run with the land.

32. Expenses. If the developers of the land, their heirs or assigns, employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions or a breach thereof, all costs incurred in the successful enforcement of such, including but not limited to attorneys' fees, shall be paid by the owners of the said land which have violated such covenant.

33. 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 effect,

modify, change or nullify any of the covenants, conditions, reservations or restrictions not declared to be void or unenforceable. All of the remaining covenants, conditions, reservations and restrictions, not expressly held to be void shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF WE THE DEVELOPERS, Roger L. Mowen and Marvin W. Mowen, have caused our names to be signed to these Protective Covenants and approve the same this 30th day of December, 2011.

Roger L. Mowen
Roger L. Mowen

Marvin W. Mowen
Marvin W. Mowen

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

Subscribed and sworn to me this 30th day of December, 2011 by **Roger L. Mowen.**

Rebecca L. Owsley
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

Subscribed and sworn to me this 30th day of December, 2011 by **Marvin W. Mowen.**



Rebecca L. Owsley
Notary Public

IN WITNESS WHEREOF WE THE OWNERS OF the land described herein, cause our names to be signed to these Protective Covenants and approve the same this 30th day of December, 2011.

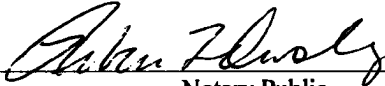
Donald E. Koettters
Donald E. Koettters

Kathleen M. Koettters
Kathleen M. Koettters

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

Subscribed and sworn to me this 30th day of December, 2011 by **Donald E. Koettters**.




Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

Subscribed and sworn to me this 30th day of December, 2011 by **Kathleen M. Koettters**.




Notary Public