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2010R-05755

**GEORGIA VOLM
ADAMS COUNTY CLERK/RECORDER
ADAMS COUNTY, ILLINOIS
RECORDED ON
06/25/2010 09:06 AM
REC FEE: 18.00
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 "Owners", Robert R. Kewney, Rhonda K. Kewney, Rodney L. Snodgrass and Phyllis E. Snodgrass, hereinafter called "Owners," being the Owners of the hereinafter described real estate, do hereby make and establish the following Protective Covenants which shall cover the following described real estate:

Lots One (1) through Nineteen (19) in Oakwood Forest Estates Plat 1 Revised, being a 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 of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois.

Lots One (1) through Eleven (11) in Oakwood Forest Estates Plat 2 Revised, being a part of the Southeast Quarter of Section Twenty-one (21) and part of the Northeast Quarter of Section Twenty-eight (28) in Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois.

These Covenants shall take effect upon the recording hereof and shall apply to all of the above described real estate (the "Real Estate"), and to each lot thereof (individually, a "Lot").

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 on Schedule A, and thereafter by sixty percent (60%) or more of all Lots included in Exhibit A. 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 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 "Real Estate" 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 "Real Estate". 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. Each parcel 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 any said lot or tract.
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 any said lot or tract, 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 lot 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. No lot or tract shall 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 lot or tract 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 said lot or tract.
10. No mobile home, double wide, modular or other types of moveable residential facilities shall be placed or located on any said lot or tract.

11. Each residential lot shall contain no outbuildings other than one lawn storage building which shall contain no more than two hundred fifty (250) square feet, with the exception of certain lots that may pose an out of site spot for a garage, such lot or lots shall be at the soul discretion of the developers, and the building shall also be built to match the same building material as the main residential building located within that lot.
12. 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.
13. Each residential lot shall be limited to one single family dwelling having at least two thousand three hundred (2,300) square feet in size, not to include porches, garages or basements, and shall provide an attached garage for at least two (2) vehicle parking places. With the exception of any lot the developer may choose to build condominiums on, and any such lot shall be of the soul discretion of the developers.
14. All buildings on each lot or tract shall consist of at least 60% brick, stone, or masonry material or other like material (subject to developers approval which will not be unreasonably withheld) on the front thereof, and the remaining structure shall consist of wood, vinyl, or other comparable and approved material. (subject to developers approval which will not be unreasonably withheld).
15. The exterior of all structures shall be completed within 18 months of the date of commencement of construction.
16. 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.
17. Any alternative material, except as specifically provided herein, shall be approved by the developers, their heirs or assigns prior to commencement of construction.
18. All yards and buildings located on each lot 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.
19. Any dwelling which may be built on any of said lots 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 per lot.
20. Any house plan to be built on any said lot within said subdivision shall meet the written approval of the developer, his heirs or assigns, prior to the beginning of construction.
21. Wherever feasible, all dwellings on any said lot 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.
22. Building location. No building shall be located, on any said lot, 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.
23. All building and structures shall meet all requirements of the local building codes, ordinances and regulations.
24. During the construction, maintenance, or refurbishment of any building or lot, any littering or damage to the public and private roadways and easements or any other lot in the subdivision and any cleanup of them, will be the responsibility of the owner of any lot upon which such work is being performed.
25. Each property owner shall be responsible for mowing and landscaping, maintenance of such owner's lot up to the property line of such lot, and up to the street such that the lot will always present a neat and attractive appearance, prior to, during and after the construction period.

26. 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.

27. 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.

28. No noxious or offensive trade or activity shall be carried on upon any said lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or to other owners.

29. 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.

30. No lot, 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 any such lot in said subdivision.

31. No shed, trailer, recreational vehicle, tent, shack, garage, barn, basement, or outbuilding erected on any lot 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.

32. 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.

33. All exterior lighting on each lot, 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 lot owner.

34. 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, as against the owners of any lot in the premises, regardless of how he acquired title.

35. Expenses. If the developers of the lots, 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 lot or lots which have violated such covenant.

36. 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.