

069572

MAR-3 P 3:09

PROTECTIVE COVENANTS,
WATER RETENTION AGREEMENT,
ROAD MAINTENANCE AGREEMENT

VOLUME 92
OF Misc.
PAGE 822

COUNTY RECORDER

PIN: 19-0-0098-004 (split)
19-0-0098-000

Towne & Co. Abstract

KNOW ALL MEN BY THESE PRESENTS, that James F. Schutte and Jeffrey M. Schutte being the owners of the hereinafter described real estate, respectively, do hereby provide, establish and declare the following Protective Covenants and Water Retention Agreement, which shall pertain to the following described real estate, all situated in the County of Adams and State of Illinois, to-wit:

Lots 1 through 10 of a Subdivision known as Old Spring Lake Road Development, all being a part of the Southwest Quarter of Section Seven (7) in Township One (1) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams and State of Illinois, said Subdivision Plat being recorded in Book 15 of Plats at page 989 in the Office of the Adams County Recorder of Deeds, Adams County, Illinois.

These covenants and this agreement shall take effect immediately upon recording thereof and shall apply immediately to all of the above-described real estate.

These covenants shall run with the land and shall be binding upon all of the parties and persons claiming under them until January 1, 2018, at which time said covenants and agreements shall be automatically extended for successive periods of ten years unless by agreement of a majority of the then owners of the above-described real estate lots, it is agreed to change said covenants and agreement in whole or in part. In determining the majority of the then owners, each and every owner of a lot of the above real estate shall have an equal vote. In the event any such lot shall be subdivided said lot shall only be entitled to one vote.

If all of the Parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants and agreements herein contained, it shall be lawful for any other person of persons owing any lot or parcel of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such agreements either to prevent such person from so violating the agreement or to recover damages for the violation to violations.

In the event a lot owner prosecutes an action against another lot owner and is successful, such person shall be entitled to reasonable attorney fees and costs in the prosecution of such proceeding.

The invalidation of any one of the covenants or agreements by judgment or of any court of record shall in no way effect the provision or covenants herein contained.

All of the lots and parcels in to which the above-described real estate is divided are to be used for commercial purposes and warehousing purposes and are not to be used for residential purposes.

All buildings permitted to be placed on each lot or parcel shall be permanent and of neat design and appearance. All lots and parcels shall be kept in a clean and neat condition. Prior to construction all construction design and lot improvements shall be approved by Jeffrey M. Schutte, or his successor when he no longer wishes to do so. His successor shall be chosen by a majority vote of the lot owners.

No buildings shall be located on any lot or parcel within 7 and 1/2 feet of any boundary line. For purposes of this covenant, eaves, steps, porches shall be considered as part of the building. This lot building line restriction shall not apply to lots 1, 2, 3 and 10.

Easements for installation and maintenance of utilities reserved on the recorded plat of a parcel for any purpose whatsoever shall remain as a permanent easement for the benefit of the Parties owning lots or parcels of land in said above-described tract of real estate and subdivision and no permanent buildings or structures shall be erected on said easements.


No noxious or offensive activity shall be carried on upon any lot or parcel no shall anything be done therein which may be or may become an annoyance or nuisance to the subdivision.

No animals, livestock, hogs or poultry of any kind shall be raised, bread, or kept upon any lot or parcel.

No livestock confinement or hog confinement structure shall be built or maintained on any lot or parcel.

No lot or parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage, building materials, concrete, debris or construction debris.

Trash, garbage and other waste shall be kept in sanitary containers. All construction of any lot including parking facilities, buildings, concrete pads shall be completed within twelve (12) months from the date of beginning of construction and all buildings shall have at least two coats of paint.



The following business activities shall not be allowed in said subdivision: bars and cocktail lounges, boat and marine showrooms, bottled gas dealers, camper and recreational vehicle sales and service, feed stores, frozen food stores, including locker rental, mobile home dealers, mobile home and garage displays, motorcycle retail sales, packaged liquor stores, restaurants, snow mobile sales and service, swimming pools, taverns, automobile washing facilities, automobile rentals, automobile service stations, automobile sales both new and used, retail clothing sales and shoe merchandising, equipment rental and leasing services, print shops employing more than 10 persons, theaters, circus, carnivals, or similar entertainment, permanent residential uses.

Each lot as it is developed shall provide its own storm water drainage retention in accordance with Illinois State Drainage Law. Calculations and a plan shall be delivered to the County Engineer's Office for review and approval for each individual lot prior to construction. This water retention agreement shall not apply to lots 1, 2, 3, and 10 for the present facilities upon said lots existing prior to the effective date of this agreement. The owner of each parcel or lot shall be responsible to repair and maintain his water retention system.

Any owner or occupant of a lot who desires to use potable water on the lot shall submit a site plan to be reviewed by the Adams County Health Department to insure adequate disposal of the water use including appropriate location of any septic or sewerage systems.

The owners of Lots 2 through 9 inclusive shall be equally liable and responsible for the costs to maintain, repair or replace said roadways with each lot paying 1/8 of the cost. All repairs, maintenance or replacement shall be approved by a vote of four or more of the lot owners as the lots presently exist. In the event, in the future that any lot is subdivided, such lot shall not be entitled to any additional vote.