

**PROTECTIVE COVENANTS FOR DEVELOPMENT  
OF PARKVIEW DRIVE SUBDIVISION**

Owners Brent and Beverly Likes  
Developer Likes Construction Inc.

**Purpose:** The purpose is to contribute to the establishment of the character of a neighborhood and to the maintenance of value levels through the regulation of type, size and placement of buildings, lot sizes, reservation of easements and other land uses that might affect the desirability of a residential area.

**Effective Date:** These covenants shall take effect immediately upon the recording thereof and shall apply to all lots in Parkview Drive Subdivision.

**Violation and Enforcement:** If the parties hereto or any of them or their heirs or transferees 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 any lot to prosecute any proceeding at law. In addition, the party found to be in violation of any covenant shall be liable to the person or persons prosecuting such violations expenses for 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 to these covenants is with each property owner.

**Covenants:** The covenants are as follows:

1. All platted lots shall be known as residential lots and all buildings constructed thereon are to be used for single family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height plus basement and an attached garage for a minimum of two cars; and one detached building or shed not to exceed 16' x 16' in size, constructed in the same style and of same material as the residence.

2. No building shall be erected, placed, or altered on any lot until the construction plans, specifications, and a plan showing the location of the house have been approved by the Architectural Committee as to the quality of workmanship and materials, and location with respect to adjoining lots and finish grade elevations.

3. To preserve the natural quality and aesthetic appearance of the existing property within the subdivision, all property lines shall be kept free and open to one another and no fences or wall shall be built, placed, or altered on any lot without first having approval of the Architectural Committee.

4. No part of any building shall be located on any lot nearer to the front lot line a minimum of 30' and maximum of 50'. No building shall be located on any lot nearer to the interior lot line a minimum of 10'. All building also have to follow building set back codes of Village of Camp Point .

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently..

6. No satellite dishes of any type shall be allowed in front or side yards. The Architectural Committee must approve before installation.

7. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than seventeen square feet advertising the property during the construction and for sale.

8. No lot shall be used or maintained as a dumping ground for anything, including grass, rubbish, or other material. All lots shall be kept in good appearance including the cutting of grass and weeds and removal of all rubbish, weeds and dead trees.

9. No dirt shall be removed from the Subdivision, and disposal of surplus dirt shall be arranged through the Architectural Committee.

10. The owner of any lot shall be individually responsible for the installation and maintenance of a private entrance from public road, and within one year of occupancy of any residence, the owner shall construct and maintain, a hard surface driveway.

11. All utilities shall be under ground such as electrical, gas, and cable T V. All underground house services, shall be bored under street to insure no street settlement. Permits for street openings will have to be made through the Village of Camp Point.

12. Lots in the Subdivision may not be subdivided.

13. Each lot shall be subject to supervision by the Architectural Committee as decreed below.

14. The owner of the lot agrees to start construction of a new home within twelve months of the purchase date of said lot. Completion of home to be within eighteen months of purchase date. Penalty if not started within twelve months will be \$150.00 per month and if construction is not completed within eighteen months a penalty of \$200.00 per month will be assessed until completed.

The Architectural Committee:

1. Powers of Committee:

(a) No dwelling, building structure or improvements of any type or kind may be constructed or placed on any lot in the subdivision without the prior written approval of the Architectural Committee. Such approval shall be obtained only after written application has been made to said Committee by the owner of the lot requesting approval from Committee.


(b) The Committee may refuse to grant permission to construct, place or make the requested improvement, when :

1. The plans, specifications, drawings or other materials submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of these restrictions;

2. The design or color scheme of a proposed improvement is not in harmony with the general surrounding of said lot or with harmony with the general surroundings of said lot or with adjacent buildings or structures,

3. The proposed improvements, or any part thereof would be, in the opinion of the Committee, contrary to the interests, welfare or rights of all or any part of the owners of other lots in the subdivision.

14. The Committee may allow reasonable variances or adjustments of these restrictions where literal application would result in unnecessary hardship, provided however that any such variance or adjustment is granted in conformity with the general intent and purposes of these



restrictions and also that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the subdivision.

15. The Committee shall approve or disapprove of proposed improvements within thirty days after all required information shall have been submitted to it. All notifications to applicants shall be in writing and in the event that such notification is one of disapproval, it shall specify the reason or reasons for such refusal. In the event the Architectural Committee fails to approve or disapprove any plans and specifications within thirty days after such plans and specifications have been submitted to the committee or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with..

16. The Committee shall be composed of The owners of said Subdivision , which are Brent and Beverly Likes. Two other Committee members will be appointed by the owners of the lots in the subdivision. They will serve a term of two years at that time two others will be appointed by owners of lots. The Committee shall act by majority rule of its members.

17. Neither the Committee nor any agent thereof, nor the owners of Parkview Drive Subdivision shall be responsible in any way for defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

18. 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.