

31641

10:05am

STATE OF ILLINOIS		No. <u>31641</u>
Adams County		S. C.
Charles E. (Charlie) Williams		
Recorder with me in the County, and State, personally do hereby certify that the within and foregoing instrument of writing was filed for record on the <u>13th</u> day of <u>June</u> , A. D. 19 <u>95</u> , at <u>10:05</u> o'clock <u>A.M.</u> and duly recorded in volume <u>91</u> of <u>Misc.</u> Page <u>895</u> IN TESTIMONY WHEREOF, I have hereunto set my hand the day and date aforesaid.		
Charles E. Williams		

**PROTECTIVE COVENANTS AND HOMEOWNERS ASSOCIATION**  
**SUNRISE HILL SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that we, George H. Haxel and Ruth C. Haxel, Husband and Wife (hereinafter "Declarants"), being owners of the real estate herein described, do hereby declare and establish the following Protective Covenants and Homeowners Association.

1. The real estate subject to these Protective Covenants is legally described on the "Exhibit A" attached hereto and incorporated herein by reference, and is further described on the Plat of Survey, dated March 23, 1995, prepared by Jerry I. Stone, C.L.S. #35-002323, a copy of which Plat is attached hereto as "Exhibit B" and incorporated herein by reference. This real estate shall be known as the "Sunrise Hill Subdivision". It is the intent of the Declarants that portions of the herein described real estate will be sold by them from time to time for use as building lots for the construction of single family dwellings. For the purpose of the Covenants stated hereinafter the terms "lot" and "lots" shall mean, and these Covenants shall apply to, that portion of the real estate owned by Declarants and designated as "lots" on "Exhibit B".

2. All lots shall remain as surveyed and described herein on "Exhibit B", and no such lot thereafter be divided, subdivided, or reduced in size, or sold except as a whole.

3. All lots shall be used for the purpose of constructing and maintaining a single-family residence. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height excluding basement or foundation, and a garage, which shall be attached to the residence for not less than

two cars, but the garage may be in the basement.


4. Each lot shall have a 50 feet minimum building setback line from front property line and 15 feet from side lot line.

5. No residence building shall be permitted of less than 1,600 square feet on the first floor, exclusive of attached porches or garages and basements, and no two story buildings shall be permitted of less than 2,000 total square feet with at least 1,200 square feet on the main floor, exclusive of attached porches or garages and basements. No garage shall be permitted of less than 500 square feet.

6. It being the intention and purpose of these Covenants to assure that all dwellings shall be of a high quality, workmanship and materials, no dwelling shall be constructed of other than new standard construction material. Any and all roll coverings, imitation brick or stone, and imitation siding or used material are prohibited on any dwelling. No mobile or manufactured homes shall be permitted.

7. No building of any type or kind may be constructed or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by Thomas E. Stupavsky, the developer of the real estate, d/b/a Tom Stupavsky Construction, or George H. Haxel, one of the Declarants herein, as to quality of workmanship and materials, harmony of external design with existing structures, compliance with these Covenants, and location of improvements with respect to topography and finish grade elevation. The developer shall be the exclusive builder of all buildings, structures or improvements of any type or kind, unless permission is granted by the developer or the Declarants to use another builder or builders.

8. The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed. The dwelling house which may be built on any of said lots shall be under permanent roof and shall be completely painted within one (1) year from the date construction of said dwelling house is commenced. Construction of any garages must be completed within a reasonable time after said construction is commenced, and no garage may be allowed to remain in an unfinished or neglected state of repair. No such building or structure shall be occupied during the course of original exterior



construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as necessary for the construction of improvements shall be permitted. All construction and improvements made on said lot shall be in accordance with applicable laws, ordinances and government regulations.

9. Any private entry or driveway on a lot leading to a residence and/or a garage from any public or common access road shall be finished with reinforced concrete and the owner of such lot shall be responsible for maintaining the same.

10. No fence or wall shall be erected, placed or altered on any lot nearer to the property line for such lot than the minimum building set back line, nor erected nearer to the front property line than the rear walls of the dwelling, except for small, ornamental landscaping fencing. No fence or wall shall exceed 5 feet in height.

11. Parking of vehicles, boats or R.V.'s on any street or common access road for more than one (1) week is prohibited. Any vacation trailers or motor homes must be stored to the side or rear of all homes.

12. No structure of a temporary character, trailer, tent, shack, barn or outbuilding shall be used on any lot at any time for a residence, either permanently or temporarily.

13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder during the construction and sales period, with all said signs to be painted in a professional manner.

14. No noxious or offensive activity shall be maintained or pursued on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Weeds on vacant lots shall be cut during the summer months. The owner or owners of each lot shall keep all weeds cut thereon, rubbish cleared and disposed of, dead trees removed to the end, and the lot shall be maintained in a presentable condition.

15. None of said lots or the improvements thereon shall ever be used for rooming houses, club houses, road houses, or for any commercial purposes whatsoever.

16. No animals, livestock, or poultry of any kind shall be raised, bred, or maintained for any commercial purposes, and domestic animals shall be limited to one dog and one cat which shall be confined at all times in the house, garage, basement, or outbuilding, or confined

by fence or kennel at the rear of the house.

17. No vegetable gardens for commercial use shall be permitted, but a garden for private use in back of the house will be allowed.

18. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary manner.

19. No lot shall be used for commercial or private repair of any vehicle other than temporary repairs that can be completed within five days, and no wrecked, junk, disabled or non-use vehicles shall remain on any lot for more than five days.

20. No commercial vehicle, construction vehicle or construction equipment, including, but not limited to, semi-tractor trailers, backhoes, cranes, bulldozers, and pickup trucks over one (1) ton, shall be permitted on any of the lots or any common access road unless kept in a garage and completely enclosed, provided that equipment being used in the construction or necessary repair of a permitted building shall be excepted from this prohibition.

21. Satellite dishes or large radio antennas shall not be allowed in the front or side yards.

22. Easements for installation and maintenance of utilities, slope control and drainage facilities are reserved. These easements are located in the areas outside of the dashed lines drawn on each indicated lot on the attached "Exhibit B", except that an additional drainage easement is situated on Lot 10 and portions of Lots 9 and 11 located between the diagonal dashed lines drawn on said lots on the aforesaid "Exhibit B". Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may create erosion or sliding problems, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area located each lot and all improvements permitted on said area shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

23. All utility lines shall be placed underground and no outside electrical lines or cable lines shall be placed overhead.

24. No individual sewage disposal system and/or water supply system shall be permitted on any lot unless that system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Adams County Health Department. Approval of such system as installed shall be obtained from such authority.

25. Each lot shall have an easement appurtenant thereto for purposes of locating drainage pipes and sand filters for the individual sewage disposal system for such lot, as indicated as darkened solid lines on the drawing attached hereto as "Exhibit C" and incorporated herein by reference. Each lot owner shall be solely responsible for maintaining such all pipes or filters for their individual sewage disposal system located on and using such easements. In addition, each lot owner shall be jointly responsible with all other lot owners for repairing, preserving and maintaining any common easements, main drain pipes and/or main sand filters which are used as part of their individual sewage disposal system or to which their individual sewage disposal systems may be connected. This covenant is expressly acknowledged to be declared in order to obtain the approval of Adams County and the Adams County Health Department to this subdivision, and, accordingly, may also be enforced by the County of Adams or the Adams County Health Department which are hereby declared to be third party beneficiaries of this covenant.

26. These restrictions and covenants herein shall run with the land and be a charge upon the real estate herein described, and shall be binding upon the parties hereto and all persons claiming under, by and through them. Except for the provisions of §§24 and 25 above, these covenants shall extend for a period of 40 years from the date of these restrictions and covenants and shall be automatically extended thereafter for successive periods of five years unless said covenants are changed by agreement of a majority of the then owners of the above-described real estate. One vote shall be allotted to each of the lots in Sunrise Hill Subdivision for such purpose. The covenants stated in §§24 and 25 shall have the same duration as other covenants, provided that such covenants cannot be amended by the majority without the prior written consent of the Adams County Health Department or its successor.

27. Invalidation of any of the covenants herein contained by order of any court shall not invalidate the other provisions of these protective covenants and the provisions not so invalidated shall remain in full force and effect.



28. If the parties hereto or any of them or their 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 any real property situated in the Sunrise Hill Subdivision, and in the case of §§24 and 25 above, the County of Adams and/or the Adams County Health Department, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and to either prevent such party or parties from so doing or to recover damages for such violation.

29. A Homeowners Association, to be known as the Sunrise Hill Association, is hereby established. Every person owning a lot in the Sunrise Hill subdivision shall be a member of the Association. Each lot shall have one (1) vote in the Association. The Association shall meet at least annually on the first Sunday in May of each year. At the annual meeting, the Association shall elect a Chairperson who shall manage the affairs of the Association. At the annual meeting, the owners of each lot shall be required to pay to the Association an annual dues for each lot owned by them equal to 1/18th of the cost of maintaining during the next succeeding year all common utilities, including, but not limited to, common access road lighting, the repair and maintenance of all common access roads not maintained by any governmental body, and the repair and maintenance of any common easements, main drain lines and/or main sand filters relating to sewage disposal systems and benefiting all of the lots in the Sunrise Hill subdivision. The Chairperson shall be responsible for paying all of such common area charges from the annual dues. By a majority vote, the Association may adopt such other Bylaws and rules in order to facilitate its business not inconsistent with this covenant. Upon the failure of the Association to meet, or to assess and collect dues, or to pay any such common area charges, any individual lot owner in Sunrise Hill subdivision shall have the right to enforce this covenant to contributing to the aforementioned common area charges against all other lot owners.

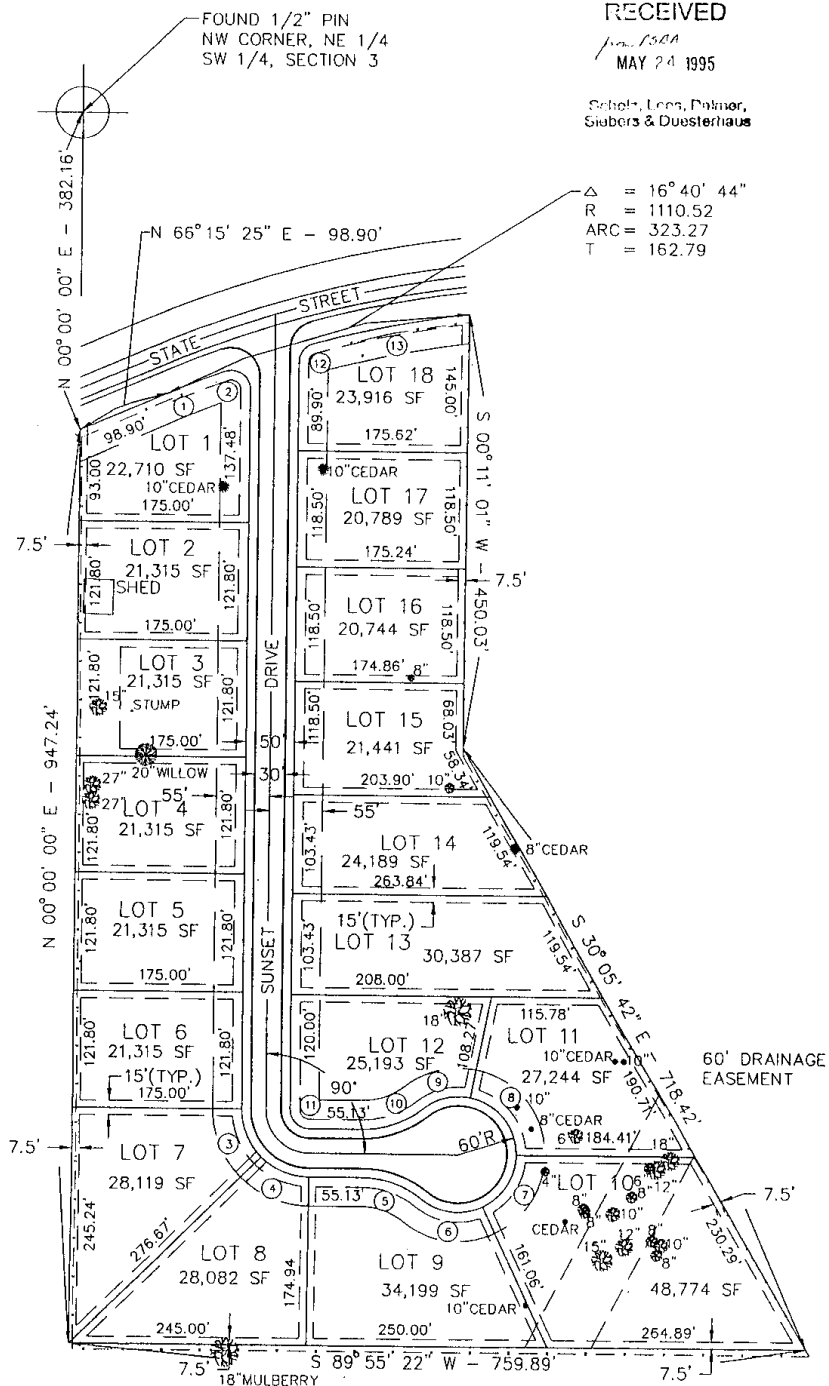
**"EXHIBIT A"**

Part of the Northeast 1/4, of the Southwest 1/4, of Section 3, Township 2 South, Range 8 West of the 4th Principal Meridian, described as follow:

Commencing at a 1/2 inch iron pin, at the Northwest Corner of the Northeast 1/4 of the Southwest 1/4 of said Section 3; thence running South along the West Line of the East 1/2 of the Southwest Quarter of said Section 3 a distance of 382.16 feet to the South Right-of-Way Line of East State Street and the point of beginning; thence North  $66^{\circ} 15' 25''$  East along said South Right-of-Way Line, 98.90 feet to a tangent curve to the right having a radius of 1110.52 feet, through a central angle of  $16^{\circ} 40' 44''$ , an arc distance of 323.27 feet along the South Right-of-Way Line of said East State Street; thence South  $0^{\circ} 11' 01''$  West, 450.03 feet; thence South  $30^{\circ} 05' 42''$  East, 718.42 feet to the South Line of Northeast 1/4 of the Southwest 1/4, thence South,  $89^{\circ} 55' 22''$  West along said South Line, 759.89 feet to the Southwest Corner of the Northeast 1/4 of the Southwest 1/4 of said Section 3; thence North  $00^{\circ} 00' 00''$  East, 947.24 feet along the West Line of the East 1/2 of the Southwest 1/4 of said Section 3 to the point of beginning containing 11.952 acres.

C:\REV\laxel.ExA

RECEIVED

Scholtz, Lees, Palmer,  
Siebers & Duesterhaus
$$\begin{aligned} -\Delta &= 16^{\circ} 40' 44'' \\ R &= 1110.52 \\ \text{ARC} &= 323.27 \\ T &= 162.79 \end{aligned}$$




"EXHIBIT C"

