

PROTECTIVE COVENANTS FOR DEVELOPMENT OF
SINGLE FAMILY DETACHED DWELLINGS

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made this 29 day of January, 1990, by JTMD, Inc., an Illinois corporation, hereinafter referred to as "Declarant". WITNESSETH:

WHEREAS, Declarant is the owner of the following described real estate:

A part of the Northeast Quarter of Section Eight (8) in Township Two (2) South of the Base Line and in Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows, to-wit: Wilderness Trail Estates First Addition

Commencing at a point on the South line of said Northeast Quarter South 89°37'03" West 500.10 feet from the Southeast corner of said Northeast Quarter, thence continuing South 89°37'03" West along the South line of said Northeast Quarter 431.02 feet, thence North 00°22'57" West 40 feet, thence Northeasterly 31.10 feet along a line describing a circular arc to the right having a radius of 20 feet and a circular angle of 89°05'02", thence North 00°32'01" East 103.39 feet, thence North 89°27'59" West 120 feet, thence North 00°32'01" East 160 feet, thence South 89°27'59" East 2 feet, thence North 00°32'01" East 696.83 feet, thence North 23°38'01" East 50 feet, thence South 66°21'59" East 76.68 feet, thence Northeasterly 39.48 feet along a line describing a circular arc to the right having a radius of 20 feet and a central angle of 113°06', thence North 00°32'01" East 10 feet, thence South 89°27'59" East 50 feet, thence South 00°32'01" West 42.33 feet, thence Southeasterly 26.88 feet along a line describing a circular arc to the left having a radius of 20 feet and a central angle of 77°00' thence South 76°37'59" East 99 feet to the Southeast corner of Lot 17 in Block 2 of Wilderness Trail Estates, a subdivision in the City of Quincy, Illinois, recorded in Book 14 of Plats at Page 166 in the Adams County Recorder's Office, thence South 13°32'01" West 50 feet thence South 76°27'59" East 17.74 feet to the Northwest corner of Lot 6 in Block 4 of said Wilderness Trail Estates, thence South 00°32'01" West along the West line of Block 4 extended 654.34 feet to a point on the South line of Woodland Trail, a street in said Wilderness Trail Estates, thence South 89°57'59" East along said South line 2 feet to the Northwest corner of Lot 11 in Block 1 of said Wilderness Trail Estates, thence South 00°32'01" West along the West line of said Lot 11 a distance of 110 feet to the Southwest corner of said Lot 11, thence South 89°27'59" East along the South line of said Block 1 a distance of 273 feet to the Northwest corner of Lot 4 in said Block 1, thence South 00°32'01" West along the West line of said Lot 4 a distance of 106.54 feet to the Southwest corner of said Lot 4, thence North 89°13'41" West along the North line of Harrison Street 30.89 feet, thence South 00°46'19" West 50.08 feet to the place of beginning, said tract containing 7.28 acres; and

WHEREAS, it is the desire and intention of Declarant to sell the property described above and to impose on it mutual, beneficial

restrictions under a general plan or scheme of improvement for the benefit of all the lands in the tract and the future owners of those lands.

NOW, THEREFORE, on this 29 day of January, 1990, Declarant hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvements, and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

Part A. Preamble

The purpose of these restrictions 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 prohibitions of nuisances and other land uses that might adversely affect the desirability of a residential area.

The following are the names and addresses of all parties involved:

Merle H. Dedert - 2528 Vermont Street, Quincy, Illinois

Dennis M. Dedert - Rural Route #4, Klondike Road, Quincy, Illinois

JTMD, Inc. - 2528 Vermont Street, Quincy, Illinois

Part B. Area of Application

The residential subdivision shall be known as Wilderness Trail Estates First Addition and these Protective Covenants and Declaration of Restrictions shall apply to all lots in said subdivision, namely Lot 12 through 13 inclusive in Block 1, Lot 7 through 12

inclusive in Block 4, Lot 1 in Block 5 and Lots 1 through 7 inclusive in Block 6 of said subdivision.

Part C. Residential Area Covenants

C-1. Land Use and Building Type. No lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached family dwelling not to exceed two stories in height and an attached private garage for at least one (1) but not more than three (3) cars. No outbuildings shall be located on any lot. "Family" for purposes herein shall mean an individual or two (2) or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or a group of two (2) or more persons all of whom are related by blood, marriage or adoption except that the group may include one (1) person not so related living together as a single housekeeping unit.

C-2. Architectural Control. No buildings shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony and external design with existing structures, and as to location with respect to topography and finish grade elevation. It is intended that the Architectural Control Committee when considering approval of plans and specifications may consider reasonable factors beyond those set forth in these covenants appropriate to the overall development of the subdivision. The Architectural Control Committee is also authorized to provide interpretation of these covenants for the benefit of the subdivision. The designation of the committee, its procedures and duties shall be as provided in Part D.

C-3. Dwelling Cost, Quality and Size.

(a) No dwelling shall be permitted on any lot of a cost to Buyer of less than \$65,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and

purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. A dwelling located on any lot shall not exceed two stories in height. Each dwelling, whether a one story or two story dwelling, shall contain floor space, excluding open porches, breezeways, garages and basements, if any, of at least Thirteen Hundred (1,300) square feet. An attached garage shall be provided which contains at least Two Hundred Fifty (250) square feet.

(b) No pre-fabricated structures, pre-cut homes, manufactured or modular dwellings, mobile homes or like structures shall be permitted on any lot.

(c) The dwelling and garage constructed on any lot shall be completed within one (1) year from the date construction begins. Construction shall be considered to have begun on the date ground is broken for the construction of any portion thereof.

C-4. Building Location.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum set back lines shown on the recorded subdivision plat.

(b) No building shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-5. Materials.

(a) The exterior side walls of every dwelling and garage built in this subdivision shall be of standard construction materials and shall consist of either brick, stone, bevelled siding, wood shingles or the equivalent thereof or such other material as may be approved

in advance by the Architectural Control Committee. Any and all types of roll covering or asphalt siding are prohibited.

(b) Each dwelling shall have a poured concrete driveway. Any sidewalks shall also be of poured concrete. Driveways of gravel or asphalt are prohibited.

C-6. Easements. Easements for installation and maintenance of utilities and accessories and for drainage are reserved as shown on the recorded subdivision plat. Within these easements, no building, structure, planting or other improvements shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, 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 and easements. Subject to Section C-11, below, and provided drainage is not adversely affected, a fence or a brick, stone or masonry wall may be placed along a property line and on the easement if not more than two (2) feet in width, but an area adjacent to the easement of a width identical to the wall which may then be used for utility purposes. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. "Utilities" for purposes hereof shall include, but not be limited to, water, sewer, gas, electric, cablevision and similar services provided to lots and the pipelines, conduits, wires, pedestals, transformers or other items and accessories necessary to conduct or provide such utilities.

C-7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done there which may be or become an annoyance or nuisance to the neighborhood.

C-8. Temporary Structures. No structure of a temporary character, partially completed dwelling, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be

used on any lot at any time as a residence, either temporarily or permanently.

C-9 Signs. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or sign used by a builder to advertise the property during the construction and sales period.

C-10. Pets, Livestock and Poultry. No livestock, poultry, or other animals, wild or tame, of any kind shall be raised, bred or kept in any dwelling or on any lot, except that the owner or occupant of each dwelling may have two dogs, cats or other common domestic household pets provided that they are not kept, bred or maintained for any commercial purpose and provided further that they are not wild, dangerous or considered *ferae naturae* by law. With limiting the scope of wild and dangerous animals, they specifically include snakes, bears and foxes.

C-11. Fences and Walls. No fence or wall shall be erected or constructed nearer to the front lot line than the minimum building set back lines shown on the recorded subdivision plat and no fence or wall shall exceed six (6) feet in height.

C-12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, excavation or shafts be permitted upon or in a lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-13. Business or Trade Use. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of any lot. A builder who may have occasional visitors

reviewing plans, prices, sites or other matters is considered permissible and shall not be in violation of this covenant.

C-14. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, garbage or litter. Trash, garbage, litter, ashes or other waste or refuse shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All lots shall be kept in good and neat appearance, including but not limited to, cutting grass and weeds, removing all garbage, rubbish and litter, and removing dead or diseased trees.

C-15. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the local public health authority. Approval of such system as installed shall be obtained from such authority.

C-16. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the local public health authority. Approval of such system as installed shall be obtained from such authority.

C-17. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-18. Towers and Antennas. No exposed or exterior radio or television transmitting or receiving antenna or mast, tower or support for same, satellite disc or dish or similar television, radio or other reception apparatus or wires shall be erected, installed, placed or maintained on any lot except such antennas, tower and supports as may be approved by the Architectural Control Committee in advance of its erection. Any approval for one lot shall not constitute an approval for any other lot or for any other antennas, towers or other supports.

C-19. Boats, Trailers, Recreational Vehicles and Trucks. Except for one properly licensed recreational vehicle as provided below, no truck or van of greater than one ton capacity, nor any unlicensed motor vehicle, trailer, or craft of any type shall be parked overnight, kept or stored on any street or on any part of the property except in an enclosed garage. Not more than one camping trailer, folding camper, truck camper, habitable motor vehicle, boat, boat trailer or other properly licensed recreational vehicle or craft of such nature may be parked overnight, kept or stored outside at each dwelling provided, however, such vehicle, trailer or craft shall not be parked overnight, kept or stored on any street or in any required front yard.

Part D. Architectural Control Committee.

D-1. Membership. The Architectural Control Committee is composed of Merle H. Dedert and Dennis M. Dedert. The committee may designate a representative to act for it. In the event of the death, resignation or inability to act of either member of the committee, the remaining committee member shall have full authority to designate a successor or may act alone at his discretion. Neither the members of the committee, nor their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. In the event of the death, resignation or inability to act of both Merle H. Dedert and Dennis M. Dedert, a successor committee consisting of two members may be designated by

a majority of the then owners of the lots determined as provided in Part F below. At any time, the then record owners of two thirds of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it, any of its powers and duties.

D-2. Procedures. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove any plans or specifications within thirty (30) 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.

Part E. General Provisions.

E-1. Enforcement. Enforcement shall be by proceedings at law or in equity against any person, firm or corporation violating or attempting to violate any covenant either to restrain violation or to recover damages. Any action may be brought by a person, firm or corporation having any interest in a lot in the subdivision. If a violation is established, the violator or violators shall be liable for the attorney's fees and costs of the person, firm or corporation seeking enforcement.

E-2. Severability. Invalidation of any one (1) of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Part F. Term and Amendment.

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them. The restrictions established hereby may be amended by a duly recorded instrument properly signed and acknowledged by the then owners of eighty percent (80%) or more of all lots in the subdivision.

In determining the "then owners of the lots," each individual lot shall have a single right. If there are multiple owners of a lot, a majority in 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 such lot to said owners shall exercise the right.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration of Restrictions the day and year first above written.

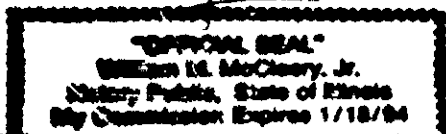
JTMD, INC., an Illinois corporation, heretofore referred to as "Declarant"

By: Dennis M. Dedert
Dennis M. Dedert,
Its Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

I, William M. McCleery, Jr., a Notary Public in and for said County and State aforesaid, do hereby certify that Dennis M. Dedert, personally known to me to be the Secretary, of JTMD, Inc., an Illinois corporation, is the same person whose name is subscribed to the foregoing instrument as such Secretary, appeared before me this day in person and acknowledged that he signed, affixed the corporate seal and delivered said instruments as his free and voluntary act as such Secretary and as the free and voluntary act of said corporation pursuant to power granted by the board of directors for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of January, 1990.



William M. McCleery, Jr.
Notary Public

Prepared By:
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