

91

278

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Bangert Construction Co., an Illinois corporation, being the owner of the hereinafter described real estate does hereby make and establish the following Protective Covenants, which shall cover the following described real estate, all situated in the County of Adams and the State of Illinois, to-wit:

 Lots Three (3) through Seven (7) and Lots Ten (10) through Thirty-Six (36) in Silverthorn Estates III, a Subdivision of part of the Northwest Quarter of Section Twenty-Four (24) in Township One (1) South of the Base Line, in Range Nine (9) West of the Fourth Principal Meridian, situated in the County of Adams and 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").

 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 the Lot to said owners shall exercise the right.

 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 Lot or parcel of the Real Estate to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him, her or them from so doing or to recover damages for such violation or violations. 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 fees and costs of the person, firm or corporation seeking enforcement.

 The invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions or covenants herein contained which shall remain in full force and effect.

 All Lots shall be known as residential lots and all buildings constructed thereon are to be used for residential purposes only and there shall be no more than

one residence built on each Lot except that said Lots may be divided so as to increase the size of any Lot or decrease the size of any Lot, but no Lot shall be decreased in size to less than the average square feet contained in said residential Lot.

No buildings shall be erected, altered, placed or permitted to remain on any Lot other than one attached single family dwelling not to exceed two and a half stories in height and a private garage for a minimum of two cars (the "Dwelling"). All garages shall be attached to the Dwelling. Notwithstanding this provision, each owner or owners of a Lot subject to these covenants shall be permitted to erect or construct thereon a detached utility building or shed, but the same shall not be a metal building, shall not exceed 12 feet by 12 feet in size, and must be approved by Bangert Construction Co. before being constructed or placed thereon.

All Dwellings, garages and other buildings constructed on a Lot shall be completed and have at least two coats of paint within one 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.

No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum set back line shown on the recorded subdivision plat and no fence or wall shall exceed ten (10) feet in height. In addition, no fence or wall shall be placed or erected on a Lot, until after a Dwelling has been constructed and fully completed on the Lot.

No Dwelling shall contain floor space, excluding porches, breezeways, garages and basements, if any, of less than 1,500 square feet.

All exterior side walls of all Dwellings shall be of standard building material with at least 10% of the exterior walls, excluding doors and windows, being either brick or stone.

Excess dirt from excavating or grading shall be placed in an area designated by Dan R. Bangert, President of Bangert Construction Co.

No building shall be located on any Lot nearer the front lot line or nearer to the side street line than the minimum set back lines shown on the recorded subdivision plat. No Dwelling shall be located nearer than ten (10) feet to an interior lot line.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. Easements reserved on the recorded subdivision plat for any purpose whatsoever shall remain as permanent easements for the benefit of all parties owning Lots or parcels of land being a part of the Real Estate and no permanent buildings or structures shall be erected on said easements.

Each Dwelling shall have a poured concrete or asphalt driveway. Any sidewalks shall also be of poured concrete or asphalt. Gravel driveways are prohibited.

No business or commercial operation shall be maintained on the Real Estate; provided, however, that this provision shall not be construed to prevent or prohibit a Lot owner from maintaining a home occupation (as defined in Section 29.701 et. seq. of the City of Quincy, Illinois, Municipal Code) on the Real Estate or from maintaining a personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring, on a limited basis, with business or professional associates, clients or customers on the Real Estate.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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

No sign of any kind shall be displayed to the public view on any Lot except for one professional sign of not more than five (5) square feet either (a) advertising the property for sale or (b) advertising the Real Estate during the construction and sales period or (c) advertising the owner's home occupation business.

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, mineral 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.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets not to exceed two in number may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Trucks of any size, boats, trailers or any kind (with the exception of a contractor's tool trailer which may and shall be allowed to remain on a Lot during the construction of a residence thereon), motorized recreational vehicles, attachable vans, mobile campers, or similar equipment may be kept in the subdivision, which includes streets and Lots, provided a permanent off street, fully enclosed shelter is provided for housing therein and provided that such equipment is not kept outside thereof for a period exceeding forty-eight (48) continuous hours.

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

garbage cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition out of public view. All Lots shall be kept in good appearance including the cutting of grass and weeds and removal of all rubbish, weeds and dead trees.

No antennas of any type, including but not limited to, satellite dishes or antennas, shall be allowed on any Lot except for a vertical antenna attached to a Dwelling not to exceed twenty (20) feet in height above the roof top of the Dwelling.

IN WITNESS WHEREOF, Bangert Construction Co., has caused its corporate seal to be hereto affixed and has caused its name to be signed to these Protective Covenants by its President and attested to by its Secretary in its name and for and on its behalf this 8 day of April, 1994.

BANGERT CONSTRUCTION CO.

By: [Signature]
Dan R. Bangert, Its President

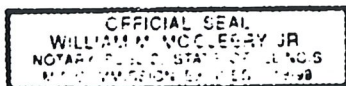
ATTEST:

By: [Signature]
Beverly A. Bangert, Its Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

I, [Signature], a Notary Public in and for said County and State aforesaid, do hereby certify that Dan R. Bangert and Beverly A. Bangert, the President and Secretary, respectively, of Bangert Construction Co., a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, personally known to me to be the same persons whose name as such President and Secretary are subscribed to the foregoing instrument, as having executed the same in the name or and for and on behalf of said corporation, appeared before me this day in person and acknowledged that they, as such President and Secretary, respectively, pursuant to power and authority on that behalf duly granted to them by the Board of Directors of said corporation, signed, sealed and delivered the said instrument as their free and voluntary act and deed of said corporation for the uses and purposed therein set forth.

Given under my hand and notarial seal this 8 day of April, 1994.



[Signature]
Notary Public

This Instrument Prepared By:
William M. McCleery, Jr.
Schmiedeskamp, Robertson, Neu & Mitchell
525 Jersey Street
PO Box 1069
Quincy, IL 62306
Telephone: (217) 223-3030