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662

**AMENDMENT TO**  
**PROTECTIVE COVENANTS**

KNOW ALL MEN BY  
THESE PRESENTS, that the under-  
signed, being the owner of eighty  
percent (80%) or more of all of the  
Lots hereinafter described, to-wit:

Lots 3 through 7 and Lots 10 through 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 (the "Real  
Estate"),

does hereby amend the Protective Covenants covering the Real Estate, which Protective  
Covenants were dated on or about April 8, 1994 and recorded in Book 91 of Miscellaneous  
Records at page 278 in the Adams County Recorder of Deeds' office (the "Protective  
Covenants"). Said Amendments shall run with the land and shall be binding upon the present  
Owners of the Real Estate and shall be binding upon each and every person, firm and  
corporation claiming by, through or under them, as if this Amendment was part of the original  
Protective Covenants. All words and phrases having a defined meaning when used in the  
Protective Covenants shall have the same meaning when used herein.

The Protective Covenants are hereby changed, modified and amended by adding the  
following provision, to-wit:

No pre-fabricated structures, pre-cut homes, manufactured or modular Dwellings, mobile  
homes, or like structures shall be permitted on any Lot.

No Dwelling shall be erected, placed or built on any Lot until the construction plans and  
specifications and any plans showing the location of the Dwelling have been approved by one  
of the Architectural Trustees as to the quality of workmanship and materials, and as to harmony  
in external design with existing Dwellings. It is intended that the Architectural Trustees, when  
considering approval of plans and specifications, may consider reasonable factors beyond those  
set forth herein as appropriate to the overall development of the Real Estate.

The Architectural Trustees are Dan R. Bangert and Stephen R. Bangert, either of whom  
may act independently to approve or disapprove an Owner's plans and specifications. In the  
event both of the Architectural Trustees die, resign or are unable to act, a successor trustee may  
be designated by a majority of the then Owners of the Lots as determined in accordance with  
these covenants.





Beverly A. Bangert as Secretary, respectively, of BANGERT CONSTRUCTION CO., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same in the name of and for and on behalf of the corporation, appeared before me this day in person and acknowledged that they as President and Secretary, respectively, and pursuant to power and direction of the Board of Directors of said corporation, signed, affixed the corporate seal and delivered the said instrument as their free and voluntary act as such President and Secretary, respectively, and as the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of January, 1995.

  
Notary Public



**INSTRUMENT PREPARED BY:**  
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