

PROTECTIVE COVENANTS FOR DEVELOPMENT OF
WAUSAU ESTATES SUBDIVISION

VIRGIL H. MAAS, being the sub-divider of the real property now duly platted and known as WAUSAU ESTATES SUBDIVISION, a subdivision of part of the Southwest Quarter of the Northwest Quarter, Township Two (2) South of the Base Line, Range Six (6) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois, which plat has been recorded on the 16th day of April, 1996 in Book 15 of Plats, at page 561 in the Recorder's Office of Adams County, Illinois, hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said subdivision may be placed, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified:

1. The covenants, conditions, restrictions and reservations herein contained shall apply to and be forever binding upon the grantees, their heirs, executors, administrators and assigns, and are imposed upon said realty as an obligation or charge against the same for the benefit of the grantors herein named, their successors and assigns, and as a general plan for the benefit of said tract.

2. No excavation for stone, gravel or earth shall be made on any of the lots or tracts in said subdivision, except for walls, basements or cellars of dwellings, provided, however, that the subdivider herein reserve the right at any time to excavate and grade on any of said lots, and to remove material from or deposit material on said lots or tracts in connection with the work of laying out or improving said lots or tracts, or in constructing or improving the roads and streets in said subdivision.

3. All lavatories and/or toilets shall be built indoors and connected with approved outside septic tanks until such time as a central sewer system shall be maintained, at which time the purchaser of said lots or tracts, their successors or assigns, shall connect said premises to said central sewer system.

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4. No heavy manufacturing or commercial enterprise of any kind shall be built upon or maintained upon any of said lots or tracts, and no store, tavern, grocery or other mercantile business shall be carried on, nor any spirituous or malt liquors be manufactured or sold on said premises. However, the operation and maintenance of an individual shop or office in the residence of any of the purchasers of said lots or tracts shall be permitted, provided that the operation and maintenance of said shop or office does not create a nuisance to adjoining property owners and does not create noxious odors or undue noise, and further providing that any and all signs placed upon said premises to advertise the same or to give the location of said shop or office shall not exceed two feet by three feet in maximum size.

5. It is provided that no trailers/trailer homes shall be moved upon said premises for the purpose of permanent living quarters, and that there shall be no living or residing in basement quarters pending the construction of a residence on said premises.

6. All platted lots shall be known as residential lots and all buildings constructed thereon are to be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling or one two-family duplex, not to exceed two and one-half stories in height, and an attached garage for a minimum of two cars, which garage shall be not less than 20' X 24' in size, and one permanent detached building or shed, constructed on a foundation, not to exceed 9 feet in height and approximately 150 square feet in size, constructed in the same style and of the same material as the residence.

7. No single-family residence or duplex shall be constructed on any lot which shall contain floor space, excluding porches breezeways, patios, garages and basement, if any, of less than 900 square feet for one-story dwellings.

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8. No part of any building shall be located on any lot nearer to the front or side lot lines or nearer to the side street line than the minimum building set-back lines shown on the recorded plat, nor nearer than fifteen (15) feet to any interior lot line. Additionally, no dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line. For the purpose of this covenant, steps, porches and decks shall be considered a part of the building.

9. All utility and cable lines providing service to the residence or other structure located on any lot shall be placed underground.

10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision Plat. Easements reserved on the recorded Plat for any purpose whatsoever shall remain as permanent easements for the benefit of all parties owning lots or parcels of land in said above-described tract of real estate. No permanent building or structure shall be erected thereon, nor shall any planting or other material be placed or permitted to remain on said easements which may damage or interfere with the installation or maintenance of utilities, or which may obstruct, retard or change the direction or flow of drainage channels in said easements.

11. All dwellings and attached garages and other buildings constructed on any lot must be completed and all parts thereof constructed of wood have at least two coats of paint or other preservative, within one (1) year from the date of beginning construction. Construction shall be considered to have begun on the date ground is broken for the construction of any portion thereof.

12. Inoperable motor vehicles shall not be kept or parked in the Subdivision, including streets and lots, at any time.

13. Trucks not to exceed two ton in size, boats, trailers of any kind, 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 (attached garage) is provided for housing therein and that such equipment is not kept outside thereof for a period exceeding seventy-two (72) continuous hours. An exception to this covenant will be allowed when trucks or storage equipment are necessary and utilized during building construction.

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14. No commercial vehicle, construction vehicle, construction equipment, including semi-tractor trailers, backhoes, cranes or bulldozers, shall be permitted in the subdivision, which includes streets and lots. An exception to this Covenant will be allowed when such vehicles and equipment are necessary and utilized during building construction.

15. 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 a combined total of two in number may be kept provided that they are kept inside the residence and are not kept, bred or maintained for commercial purpose.

16. No lot shall be used or maintained as a dumping ground for anything, including grass, rubbish or other material. Trash, garbage or other waste shall not be kept except in sanitary containers and no trash or garbage shall be burned or stored in burning barrels or other similar 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.

17. Excess dirt from excavating or grading shall be placed in an area or removed from the subdivision at the direction of the developer.

18. All lots shall be kept in good appearance including the cutting of grass and weeds and removal of all rubbish, weeds and dead trees, whether or not a residence has been constructed thereon.

19. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line and no more than four (4) feet in height.

20. Flower and vegetable gardens shall be permitted provided that the same shall not exceed three hundred (300) square feet in size, and shall be kept in good appearance.

21. No antennae of any type shall be allowed on any lot, with the exception that one satellite dish not to exceed four feet in diameter shall be permitted.

22. The covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of said lots or tracts, and each lot therein, may be waived, abandoned and terminated, modified, altered or changed as to the whole of said tract or any portion thereof with the written consent of the owners of seventy-five percent (75%) of the lots sold at that time. No such waiver, abandonment, termination, modification or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the Office of the Recorder of Deeds for Adams County, Illinois.

23. The subdividers herein and every person hereinafter having any right, title or interest in any lot in said subdivision shall have the right to prevent or stop violation of any of said restrictions, by injunction or other lawful procedure, and to recover any damages resulting from such violation.

IN WITNESS WHEREOF, the Developer herein has hereunto set his hand and seal this 19th day of JANUARY, 1996.

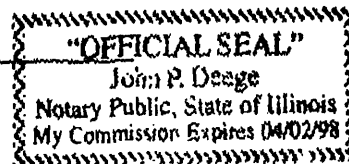
Virgil H Maas (SEAL)
VIRGIL H. MAAS, Developer

STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

JOHN P DEEGE, a Notary Public in and for the County and State aforesaid does hereby certify that VIRGIL H. MAAS, Developer, appeared before me in person on the day and date appearing herein and acknowledged that he signed, sealed and delivered the above instrument as his own free act and deed for the uses and purposes therein stated.

Given Under My Hand and Notarial Seal this 19th day of JANUARY, 1996.

John P. Deege
Notary Public.



STATE OF ILLINOIS)
) SS
 COUNTY OF ADAMS)

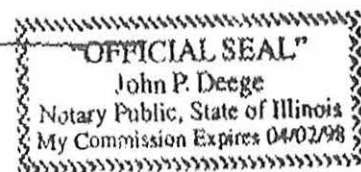
We certify that we are the present owners of Lot Four (4) in Wausau Estates Subdivision, a part of the Southwest Quarter of the Northwest Quarter of Section Sixteen (16) in Township T. (2) South of the Base Line in Range Six (6) West of the Fourth Principal Meridian, situated in Adams County, Illinois, and that we have examined the attached Protective Covenants For Development Of Wausau Estates Subdivision and approve the same and adopt the provisions contained therein as they apply to the property we now own.

DATED this 15th date of April, 1996.

Robert Vogel
 Robert Vogel
Carol S. Vogel
 Carol S. Vogel

Subscribed and sworn to before me this 15th day of April, 1996.

John P. Deege
 Notary Public.



PREPARED BY
 John Deege

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VOLUME 91
OF MISC
PAGE 1282

FILED
ADAMS COUNTY
STATE OF ILLINOIS

1996 APR 16 P 3 22

John M. Angelo
COUNTY RECORDER

John Angelo

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PREPARED BY