

Homestead

PROTECTIVE COVENANTS

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

Lots One (1) through Twenty-seven (27) in Homestead, being a Subdivision of part of the West half of the Southeast Quarter of Section 5, in T. 2 S., R. 8 W., in Adams County, Ill.

These covenants shall take effect immediately upon the recording thereof and shall apply immediately to all of the above described real estate.

These covenants shall run with the land and shall be binding upon all parties and persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by agreement of a majority of the ten owners of the above described real estate or the several lots and parcels thereof it is agreed to change said covenants in whole or in part. In determining the majority of the then owners, each and every owner of a lot or parcel of real estate shall have an equal right (one vote for each lot).

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 said 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 or them from so doing or to recover damages for such violation or violations.

The invalidation of any one of these covenants by judgment or order of any court of record shall in no wise affect any of the other provisions or covenants herein contained.

All platted 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 redivided 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 lots, except that said lots may be used for public schools, elementary and high schools, and educational institutions having a curriculum the same as ordinarily given in public schools and for purposes incidental thereto including the erection and maintenance of buildings and playground facilities.

No lot shall be used for other than residential purposes. No buildings 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 and a private garage for not more than two cars, nor shall any flat roofed building be located on any lot.

All dwellings and garages must be completed and have at least two coats of paint within one year from date of beginning construction.

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 feet in height.

No dwelling shall be permitted to any lot at a cost of less than \$18,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of 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.

No dwelling shall contain floor space, excluding porches, breezeways, garages and basement, if any, of less than 768 square feet for split foyer homes and 768 square feet for the first story of two story homes, and 816 square feet for one story ranch homes.

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 plat. No dwelling shall be located nearer than five feet to an interior lot line. No dwelling or building shall be located on any interior lot nearer than ten feet to the rear lot line. For the purpose of these covenants, eaves, steps and open porches shall not be considered as a part of a building.

No clothes line post or non-ornamental fixture 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 plat nor located nearer than five feet to an interior lot line nor located on any interior lot nearer than ten feet to the rear lot line.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Easements reserved on the recorded plat for any purpose whatsoever shall remain as permanent easements to the benefit of all parties owning lots or parcels of land in said above described tract of real estate and no permanent building or structures shall be erected on said premises.

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may 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 resident either temporarily or permanently.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any 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 purposes.

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

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six 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 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 lines extended. The same sight lines limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway 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.

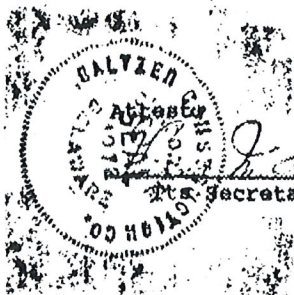
No boat, trailer, camper, trailer truck or other unsightly object shall be parked, stored or permitted to remain on any lot for a period in excess of 24 hours unless the same is kept inside the garage.

IN TESTIMONY Whereof, said Baltzer Construction Co., a Delaware corporation authorized to do business in the State of Illinois has caused these presents to be executed in its name and for and on its behalf by its President and attested by its Secretary-Treasurer and has caused its corporate seal to be hereunto affixed, all in pursuance of power and authority duly given and granted by the Board of Directors, this 13th day of August, A.D. 1975.

BALTZER CONSTRUCTION CO.

By 
Its President


Its Secretary-Treasurer



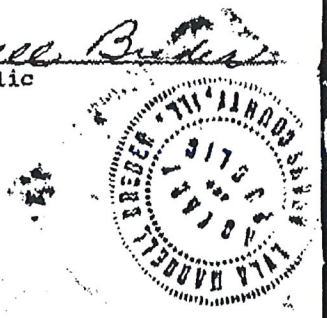
STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

I, Lyla Mardell Breder, a Notary public in and for said County, in the State aforesaid, do hereby certify that George W. Baltzer and Verna M. Baltzer, the President and Secretary-Treasurer respectively of Baltzer Construction Co., a Delaware corporation authorized to do business in the State of Illinois, who are personally known to me to be the same persons whose names, as such President and Secretary-Treasurer are subscribed to the foregoing instrument, as having executed the same in the name of and for and on behalf of said corporation, appeared before me this day in person and acknowledged that they, as such President and Secretary-Treasurer respectively, and pursuant to power and authority in 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 as such President and Secretary-Treasurer respectively and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 13th day of

August, A.D. 1975.

Lyla Mardell Breder
Notary Public



Prepared by Loos & Schnack, Attorneys