

Homestead Smith

PROTECTIVE COVENANTS

Filed April 26, 1977
Book 84 of Miscellaneous at
Page 1473

KNOW ALL MEN BY THESE PRESENTS, that BALTZER CONSTRUCTION CO., a 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 State of Illinois, to-wit:

Lots One (1) through Sixteen (16) in HOMESTEAD FIRST ADDITION, 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, IL.

These covenants shall be effective as to above upon recording thereof. 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 then 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 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 residence, 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 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 premitted 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, on this the 26th day of September, A. D. 1977.

BALTZER CONSTRUCTION CO.

BY: [Signature]
Its President

[Signature]
Its Secretary-Treasurer



DECLARATION OF RESTRICTIONS

THIS DECLARATION made this 14th day of April, 1977, by SALVATORE F. PETTI and CATHERINE L. PETTI, his wife; KEITH F. PETTI, a single person, MATTHEW S. PETTI and MARILYN M. PETTI, his wife; MAUREAN K. PETTI, a single person; and PATRICIA PETTI, a single person, and each of them as owners of the following described real estate, to-wit:

A part of the North One Half of the Southwest Quarter of Section Sixteen (16), Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, described as follows: Commencing at the Southwest corner of the North One Half of the Southwest Quarter of Section Sixteen (16); thence South $89^{\circ} 41'$ East along the South line of the North One Half of the Southwest Quarter of Section Sixteen (16), a distance of 493.32 feet to the point of beginning; thence North $01^{\circ} 35'$ East along the East line of Skyline Drive Subdivision, as recorded in Book 13 of Plats, Page 966 in the Adams County Recorder's Office, 440.41 feet to a point which is 30 feet South of the South line of Lot Six (6) of Sunview Subdivision as recorded in Book 9 of Plats, Page 12 in the Adams County Recorder's Office; thence South $88^{\circ} 41'$ East, parallel to the South line of said Lot Six (6), 51.68 feet; thence North $01^{\circ} 35'$ East along the East line of said Sunview Subdivision 225.06 feet; thence South $49^{\circ} 41'$ East, 545.88 feet; thence North $64^{\circ} 30'$ East, 46.86 feet; thence South $55^{\circ} 41'$ East, 200 feet; thence South $34^{\circ} 19'$ West, 102.81 feet to the beginning of a 20 foot radius tangent curve to the left; thence along said curve through a central angle of $96^{\circ} 00'$ an arc length of 33.51 feet; thence South $28^{\circ} 19'$ West 50.0 feet; thence North $61^{\circ} 41'$ West, 8.32 feet to the beginning of a 20 foot radius tangent curve to the left; thence along said curve through a central angle of $118^{\circ} 00'$ an arc length of 41.19 feet; thence South $00^{\circ} 19'$ West, 348.63 feet to the beginning of a 20 foot radius tangent curve to the left; thence along said curve through a central angle of $90^{\circ} 00'$ an arc length of 31.42 feet; thence South $00^{\circ} 19'$ West, 33.0 feet to a point on said South line of the North One Half of the Southwest Quarter of Section Sixteen (16) thence North $89^{\circ} 41'$ West along said South line 730.0 feet to the point of beginning, containing 10.82 acres more or less, situated in the County of Adams, in the State of Illinois;

and herewith declare and covenant with all subsequent owners of lots in said addition, and grantees, leasees, assignees, devisees and heirs and all parties claiming by or through or under them that the following restrictions shall run with the land and shall apply to all lots in this Subdivision, except as hereinafter specified, and each subsequent owner by his and her acquisition or acceptance of title to any one or more of said lots, covenants:

1. That no building foundation or exterior wall shall be erected closer to any side lot line than ten (10) feet.
2. That each lot in this Subdivision shall be restricted to a 1-family

14. That no residence or dwelling or any portion of any lot shall be used as a boarding house, rooming house, club house, road house, or for any sign or billboard; nor shall any residence or dwelling or any portion of any lot be used for a purpose of any noxious or offensive activity, nor shall anything be done in or on any building or premises which may be or hereafter become a nuisance to owners or inhabitants of lots in this Subdivision.

15. That the individual lot owners will be responsible for the maintenance of the water line from the main into their home exclusive of their meter.

16. That the restrictions established by this declaration may be changed by a duly recorded instrument properly signed and acknowledged by the then owners of 80% or more of all lots in the Subdivision.

17. All the foregoing provisions and restrictions shall continue to remain in full force and effect at all times until March 17, 1997, and thereafter if continued as provided in the foregoing Paragraph 15.

IN WITNESS WHEREOF this Declaration has been executed by the parties hereto under their respective hands and seals all as of the day and year first above written.

Salvatore F. Petti (SEAL)
Salvatore F. Petti

Catherine L. Petti (SEA)
Catherine L. Petti

Matthew S. Petti (SEAL)
Matthew S. Petti
By Salvatore F. Petti
Attorney in Fact

Marilyn M. Petti (SEA)
Marilyn M. Petti
By Salvatore F. Petti
Attorney in Fact

Maureen K. Petti (SEAL)
Maureen K. Petti
By Salvatore F. Petti
Attorney in Fact

Patricia Petti (SEA)
Patricia Petti
By Salvatore F. Petti
Attorney in Fact

Keith F. Petti (SEAL)
Keith F. Petti
By Salvatore F. Petti
Attorney in Fact

_____ (SEA)

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.

STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

I, Steven C. Schnack Jr., 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 26th day of April, A. D. 1977.

Steven C. Schnack Jr.
NOTARY PUBLIC



Prepared by LOOS & SCHNACK ATTORNEYS

Camera Operator's Certificate of Authenticity and Addition
State of Illinois - Local Records Commission Date: APR 26 1977
I hereby certify that I have on the day written above, photographed the documents appearing on this film and that it is a true and accurate image of the Records of the RECORDER OF DEEDS OF ADAMS COUNTY, ILLINOIS.

residence only, and not more than one main building shall be erected on any one lot in this Subdivision. No building shall be erected on any lot that exceeds two stories in height.

3. That every residence shall have a 2-car attached garage.

4. That the exterior side walls of every dwelling built in this Subdivision shall be of standard material commonly used in new construction of custom built residences, and no type of roll covering shall be used as a siding.

5. That no fence shall be erected on any lot in excess of the height of six (6) feet.

6. That all permanent fuel tanks and exterior tanks of every kind shall be buried underground, excepting, however, this covenant shall not apply to the temporary use of gas tanks while awaiting gas permits.

7. That no camper, recreational vehicle, trailer or boat may be maintained upon the premises except as might be maintained entirely within the garage.

8. That no one will be permitted to live on any lot in a temporary building or tent erected or placed thereon, nor in any partially erected residence.

9. That the owner of each and every lot shall give all necessary easements to and for the installation and maintenance of any and all public utilities as recorded on the plat of this Subdivision.

10. That no provision shall be made on any lot for the raising or keeping of poultry or rabbits, or for the housing of horses, cows, swine, sheep, goats or other livestock, and no more than three (3) pets shall be maintained in any one household, which pets shall at all times be confined; nor shall any lot be used for commercial agricultural purposes.

11. That the owner or owners of each and every lot shall keep all weeds cut thereon, rubbish cleared and disposed of, dead trees removed to the end, and that each and every lot shall be maintained in a presentable condition.

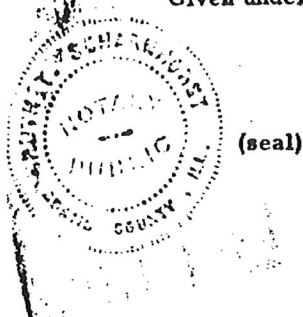
12. That all rubbish and garbage containers on each and every lot shall be concealed from public view.

13. All lots in said Subdivision shall hook onto and use the sewage treatment

STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

I, Ruth T. Scharnhorst, A Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Salvatore F. Petti and Catherine L. Petti, his wife, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of April, 1977.



Ruth T. Scharnhorst
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

I, Ruth T. Scharnhorst, A Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Salvatore F. Petti with Power of Attorney for Matthew S. Petti, Marilyn M. Petti, Maurean K. Petti, Patricia Petti and Keith F. Petti, personally known to me to be the same person whose name is subscribed in the foregoing instrument with such Power of Attorney, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as such Attorney in Fact as his free and voluntary act and for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of April, 1977.



Ruth T. Scharnhorst
Notary Public

PREPARED BY

John T. Davis
John T. Davis