

Spirit Knob Sub

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, Frank W. Lewis and Imogene H. Lewis, husband and wife, the owners of the following described real estate, situated in the County of Adams, in the State of Illinois:

A part of the Southwest Quarter of Section Thirteen (13) in Township One (1), North of the Base Line in Range Nine (9) West of the Fourth Principal Meridian, Adams County, Illinois, described as follows: Commencing at the Northeast Corner of the Southwest Quarter of Section Thirteen (13), thence South 0° 0' West along the East line of said Southwest Quarter, Fifty-six and Nine Tenths (56.9) feet to the true point of beginning; thence continuing South 0° 0' West, along the East line of said Southwest Quarter, Three Hundred Sixty-nine and one-tenth (369.1) feet, thence North 83° 59' West, Four Hundred Fifty-two and one tenth (452.1) feet, thence North 88° 21' West, One Hundred Ninety-seven and Three Tenths (197.3) feet, thence South 54° 56' West, One Hundred Seventy-one and Seven Tenths (171.7) feet, thence South 81° 18' West, One Hundred Sixty-six (166) feet, thence North 35° 14' West, Five Hundred Eight and Two Tenths (508.2) feet, thence North 110° 11' East Fifty-four and Four Tenths (54.4) feet to the South Right-of-Way Line of County Highway #6, thence South 88° 51' East, One Thousand Two Hundred Thirty-five and Two Tenths (1235.2) feet to the point of beginning, containing Nine and Seventy Hundredths acres, more or less, all situated in Adams County, Illinois.

Said real estate having been subdivided into Spirit Knob Subdivision, as shown on a Plat of Survey, recorded in the Recorder's Office of Adams County, Illinois, in Book 13 of Plats at Page 1167, containing Six Lots, numbered One (1) through Six (6) inclusive, do make and establish the following Protective Covenants which shall cover and apply to the above-described real estate and to additional lands hereinafter described, which Covenants shall be effective immediately.

1. DURATION. These covenants shall run with the land and shall be binding upon all the parties and persons claiming under them until December 31, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by agreement 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.

2. REMEDIES FOR VIOLATION. 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 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.

3. PARTIAL INVALIDATION. The invalidation of any one or more 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.

4. RESIDENTIAL LOTS. All platted lots shall be known as residential lots and all buildings constructed thereon are to be used for residential purposes only. No more than one residential structure may be constructed on each such lot. All buildings constructed on said lots shall be single-family dwellings of conventional frame, stone, brick or brick veneer construction. No residential structure shall exceed two stories in height and each residential structure shall contain on the interior of such structure, a minimum of 1600 square feet, excluding garage and basement area. No trailer, mobile home, pre-fabricated home, modular home or any other structure containing pre-assembled structural components shall be placed, erected or constructed upon any lot.

5. AESTHETIC DEVELOPMENT. It is intended that development of Spirit Knob Subdivision shall proceed with a minimum of delay. It is further intended that the clearing of trees, foliage and undergrowth, and the further improvement of the premises be accomplished so as to minimize removal of the natural beauty and privacy created by existing trees, foliage and undergrowth, and to assure that development of each lot shall compliment development of the remaining lots. Accordingly, development shall proceed as follows:

(A) Approval of Plan. Prior to clearing or commencing construction on any lot, the owner or owners of each such lot shall prepare plans of the structure or structures to be erected on said lot, and an accurate scale drawing of the proposed placement of improvements and the wooded area to be cleared during improvement, which plans shall be submitted to the owners of the remaining lots for approval. Copies of said plans shall be mailed to the owners of the remaining lots, postage pre-paid to said owners addressed to each such owner at the address disclosed by the current real estate tax records on file in the Office of the Adams County, Illinois Treasurer. The owners of these remaining lots shall have thirty (30) days in which to approve or reject the proposed plans, said thirty days to be computed from and after the date that copies of said plans were deposited in the United States Mail, postage pre-paid, addressed to each of said remaining owners. The owners of the remaining lots shall, within the aforesaid thirty day period, furnish the owner requesting the same, written acceptance or rejection of the proposed plans. The owners of each remaining lot shall be allowed one vote per lot and the majority of the five eligible votes shall be required for approval of the proposed construction. Upon approval of development plans as provided hereinabove, the developing owner may proceed with construction in accordance with said plans. No wooded area will be cleared or construction of improvements commenced except in accordance with plans submitted and approved as provided herein.

(B) Development Deadlines. With respect to each lot purchased from the developers, Frank W. Lewis and Imogene H. Lewis, the original purchaser and any subsequent purchaser of a lot shall have two years from the date of the first deed of conveyance of said lot from the developer to the first purchaser, in which to submit a set of construction plans to the remaining lot owners for approval and construction in accordance with approved plans shall be substantially completed within four years of

the date of the first such deed of conveyance from the developers to the original purchaser. In the event that no plans are submitted for approval, or no plans submitted for approval are approved within the aforesaid two year period, or in the event that plans are submitted and approved, but construction is not substantially completed within the said four year period, then in any of such events, the developers, their heirs, devisees, successors or assigns, shall have the option of purchasing or re-purchasing as the case may be, any such lot from the then owner or owners thereof at the selling price paid for said lot when said lot was purchased by the person or persons purchasing said lot from the developers, Frank W. Lewis and Imogene H. Lewis. Said option to purchase must be exercised within ninety days of the conclusion of the two year period provided for submission and approval of plans, or in the event such plans were submitted and approved but construction was not substantially completed, then said option must be executed within ninety days of the conclusion of the four year period for construction hereinabove provided. In the event said option to purchase or re-purchase, as the case may be, is exercised, the then owner of the lot conveying or re-conveying said lot to the developers, their heirs, devisees, executors, administrators, successors or assigns, shall pay any legal fees, transfer taxes and title insurance expense incidental to the conveyance or re-conveyance of any such lot to the developers or their successors in interest. In the event that option to purchase or re-purchase, as the case may be, is not exercised with respect to any lot within the appropriate time provided hereinabove said option shall be null and void with respect to said lot.

6. EASEMENT FOR ROADWAY. The developer, Frank W. Lewis, reserves unto himself, his heirs, devisees, executors, administrators, successors and assigns, a right of ingress and egress over across a private road running across portions of lots Five (5) and Six (6) and set out in the plat of said Spirit Knob Subdivision, said easement to be in favor of the owner or owners of adjoining lands to the South of said subdivision, described as:

The Southwest Quarter of Section Thirteen (13) in Township One (1), North of the Base Line in Range Nine (9), West of the Fourth Principal Meridian, Adams County, Illinois, except that portion of said Southwest Quarter of Section Thirteen (13) described as follows: Commencing at the Northeast Corner of the Southwest Quarter of Section Thirteen (13), thence South 0° 0' West along the East line of said Southwest Quarter, Fifty-six and Nine Tenths (56.9) feet to the true point of beginning; thence continuing South 0° 0' West, along the East line of said Southwest Quarter, Three Hundred Sixty-nine and one-tenth (369.1) feet, thence North 83° 59' West, Four Hundred Fifty-two and one tenth (452.1) feet, thence North 88° 21' West, One Hundred Ninety-seven and Three Tenths (197.3) feet, thence South 54° 56' West, One Hundred Seventy-one and Seven Tenths (171.7) feet, thence South 81° 18' West, One Hundred Sixty-six (166) feet, thence North 35° 14' West, Five Hundred Eight and Two Tenths (508.2) feet, thence North 110° 11' East Fifty-four and Four Tenths (54.4) feet to the South Right-of-Way Line of County Highway #6, thence South 88° 51' East, One Thousand Two Hundred Thirty-five and Two Tenths (1235.2) feet to the point of beginning, containing Nine and Seventy Hundredths acres, more or less, all situated in Adams County, Illinois;

provided that the use of said roadway shall be restricted to access for farming purposes and transport of building materials, supplies, livestock, machinery and such other purposes related to farm operations, for so long as the lands served by said roadway shall be used for agricultural purposes, and in the event the land immediately adjoining said subdivision shall cease to be used for agricultural purposes only, said easement shall terminate.

7. DWELLING COST. No dwelling shall be constructed on any lots at a cost of less than Seventy Five Thousand Dollars (\$75,000.00) based upon cost levels prevailing in Ursa Township, Adams County, Illinois, on the day these Covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of quality 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 therein for the minimum permitted dwelling size. Such dwelling cost shall be exclusive of garage, unless the said garage is attached to the dwelling structure.

8. DIVISION OF LOTS. All lots shall remain as shown on the Plat recorded in the Office of the Recorder of Deeds of Adams County, Illinois, in Book 13 of Plats at Page 1167 and none of said lots shall be divided or reduced in size, except as otherwise specifically provided for herein.

9. GARAGE. Each garage or other outbuilding constructed on residential lots shall conform in construction and appearance to the dwelling house constructed on the respective lot, and shall be finished on the outside in material similar or compatible in appearance and construction to that of the main dwelling house.

10. TEMPORARY STRUCTURES. No temporary structure, or garage or basement of an incomplete structure shall be used as a residence.

11. EASEMENTS. Easements as shown on the said Plat of Survey of said subdivision, for utilities and other restrictions as shown on said Plat shall remain for the permanent benefit of all parties owning lots in said above described subdivision and no permanent building or structure shall be erected on said easements.

12. NOXIOUS OR OFFENSIVE ACTIVITIES. No noxious or offensive activities 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.

13. Storage and installation of septic tanks and accessory equipment must be in accordance with the rules and regulations of the Adams County Board of Health and the Statutes of the State of Illinois.

14. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs or other household pets not to exceed two in number for each single family residential lot, and two in number for each apartment unit may be kept provided they are not kept, bred or maintained for any commercial purposes.

15. TRASH. 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 incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

16. No fences will be constructed North of the Fifty (50) foot set-back line, and no fence will be constructed of a height greater than forty-two (42) inches above ground level.

17. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or plot, nor shall oil wells, tanks, drills, mineral excavations or shafts be permitted upon or in any lot, and no derrick or other structure for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

II. COVENANTS WITH RESPECT TO ADJOINING LAND

The developer, Frank W. Lewis is also the owner of lands adjoining Spirit Knob subdivision, described as:

The Southwest Quarter of Section Thirteen (13) in Township One (1) North of the Base Line in Range Nine (9) West of the Fourth Principal Meridian, Adams County, Illinois, except: Commencing at the Northeast Corner of the Southwest Quarter of Section Thirteen (13), thence South $0^{\circ} 0'$ West along the East line of said Southwest Quarter, Fifty-six and Nine Tenths (56.9) feet to the true point of beginning; thence continuing South $0^{\circ} 0'$ West, along the East line of said Southwest Quarter, Three Hundred Sixty-nine and one-tenth (369.1) feet, thence North $93^{\circ} 59'$ West, Four Hundred Fifty-two and one tenth (452.1) feet, thence North $88^{\circ} 21'$ West, One Hundred Ninety-seven and Three Tenths (197.3) feet, thence South $54^{\circ} 56'$ West, One Hundred Seventy-one and Seven Tenths (171.7) feet, thence South $81^{\circ} 18'$ West, One Hundred Sixty-six (166) feet, thence North $35^{\circ} 14'$ West, Five Hundred Eight and Two Tenths (508.2) feet, thence North $110^{\circ} 11'$ East Fifty-four and Four Tenths (54.4) feet to the South Right-of-Way Line of County Highway #6, thence South $88^{\circ} 51'$ East, One Thousand Two Hundred Thirty-five and Two Tenths (1235.2) feet to the point of beginning, containing Nine and Seventy Hundredths acres, more or less, all situated in Adams County, Illinois.

It is the intention of the developer to further protect the natural beauty of Spirit Knob Subdivision by subjecting a portion of the adjoining lands described herein above to the following covenants which shall run with the land and be binding upon the developer, his heirs, executors, successors and assigns until January 1, 2026, at which time said covenants shall be automatically extended for successive periods

Camera Operator's Certificate of Authenticity and Acknowledgment
State of Illinois Local Records Commission Date

JAN 11 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.

I further certify that the microfilmed image appearing on this film represents Records microfilmed in the ordinary course of business, which are preserved by microphotography on this film, exactly as the originals.

Charles E. Williams
Recorder of Deeds

Charles E. (Charlie) Williams
Operator

(2) Within Four Hundred feet of the boundaries of said Spirit Knob Subdivision and within the boundaries of the said portion of the lands heretofore described hereinabove lying East of the North Bottom Road, in addition to the restrictions set out in sub-paragraph (1) hereinabove, the following restrictions shall apply:

(a) No livestock, with the exception of cattle, shall be grazed, quartered or maintained within the said four hundred foot protected strip of land.

(b) No noxious or offensive activities shall be carried on, nor shall anything be done which may be or may become an annoyance or nuisance to the owners of the several lots of Spirit Knob Subdivision.

(c) No portion of the said four hundred foot strip 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 incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition.

(3) Within fifty feet of the boundaries of said Spirit Knob Subdivision and within the boundaries of the said portion of the land heretofore described hereinabove lying East of the North Bottom Road, in addition to the restrictions set out in sub-paragraphs (1) and (2) hereinabove, that the trees, foliage and natural growth within said fifty foot strip shall not be disturbed except to the extent required by good forestry practices.

(4) Nothing contained in the covenants set forth hereinabove with respect to the one-fourth mile protective strip adjoining said Spirit Knob Subdivision shall be construed to prevent agricultural uses, or residential or commercial development of the land within said protective strip, provided that said use and development is in compliance with specific restrictions and provisions set forth hereinabove.

IN WITNESS WHEREOF we have hereunto set our hands and affixed

of ten (10) years unless, by agreement of the then owners of the several lots of Spirit Knob Subdivision, it is agreed to terminate said covenants, and in determining the majority of the then owners, each and every owner of a lot or parcel or real estate shall have an equal right.

1. REMEDIES FOR VIOLATION. 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 lots of Spirit Knob Subdivision to prosecute and 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.

2. PARTIAL INVALIDATION. The invalidation of any one or more 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.

3. SCOPE OF COVERAGE. The provisions of these covenants with respect to adjoining lands shall apply to that portion of the adjoining land last described hereinabove, falling with a strip of land one-half mile in even width from any given point on the West and South lines of said Spirit Knob Subdivision, running from the Northwest Corner of Lot Six, thence along the Westerly Lines of Lot Six and the South Lines of Lots Five, Four, Three, Two and One, to the Southeast corner of said Lot One, and lying East of the East Right-of-Way line of the North Bottom Road as the same is now located.

(1) Within one-fourth mile of the boundaries of the Spirit Knob Subdivision and within the boundaries of the said portion of the lands heretofore described hereinabove lying East of the North Bottom Road, there shall be no oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind permitted upon the land.

our seals this 5th day of JANUARY, A.D. 1977.



Frank W. Lewis
Frank W. Lewis

Imogene H. Lewis
Imogene H. Lewis

Subscribed and sworn to before me this 5th day of JANUARY,

A.D. 1977.

Kenneth R. Brickman
Notary Public

Scholz, Staff & Brickman