

DECLARATION OF  
COVENANTS, CONDITIONS  
AND RESTRICTIONS

CLAYE FUHRHOP AND  
PAMELA K. FUHRHOP,  
husband and wife, and  
JAMES V. SICKMEYER AND  
REBECCA SICKMEYER,

husband and wife (hereinafter collectively DECLARANTS) being the owners in fee simple of certain real property located in Jackson County, Illinois, known by the official plat designations as now hereby declare as follows: Parcels two through eight located South and West of Ava Road in the NE SW and the SE NW Section 14, T8S, R3W of the 3rd Principal Meridian in Jackson County, Illinois (see attached plat).

For purpose of enhancing and protecting the value, attractiveness, and desirability of the lots constituting said subdivision, DECLARANTS hereby declare that all the real property described above and each part thereof shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which are to run with the land whether or not they are specifically mentioned in any deed of conveyance subsequently executed and shall be binding on all the parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof for an initial period of 10 years from the date of recording of this instrument at which time they shall automatically be extended for successive periods of one year unless amended in whole or in part by an

STATE OF ILLINOIS  
COUNTY OF JACKSON  
CLERK OF RECORD

99 MAY 26 AM 8:56

*Jerry W Reinhardt*  
RECORDER

BOOK 1020 PAGE 162

277860

*ABR*

instrument properly recorded and approved by a majority of the then lot owners.

Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect. If any person, firm or corporation, or their heirs or assigns, shall violate or attempt to violate any of these restrictions or covenants, it shall be lawful for any other person, persons, firm or corporation owning any part or parcel of any of the above described land to prosecute any proceeding at law or equity against the person, persons, firm or corporation violating or attempting to violate any of these covenants or restrictions and either prevent him or them from so doing or to recover damages for each violation. The DECLARANTS and /or any owner of any lot in aforesaid subdivision may in its own name, bring an action to enforce those covenants. If DECLARANTS commence an action to enforce these covenants and restrictions the violator shall pay to the DECLARANTS all of the DECLARANTS' court costs and their reasonable attorney's fees for the prosecution of the proceedings.

#### LAND USE

1. All building sites in the subdivision shall be known and described as residential building sites.
2. A building site shall consist of at least one lot as shown on the recorded plat of the subdivision.
3. No lot shall be used as a junk yard, a wrecking yard, as a storage depot for any type of automobile or machinery, or as a commercial repair shop for automobiles or any type of machinery. No heavy or industrial machinery or equipment shall be permitted to be stored on any lot, except inside a building. No type of heavy industry shall be allowed on any lot,

and no type of commercial activity which employs more than one (1) permanent employee who does not reside in the premises shall be allowed. Interim or incidental farming will be allowed.

4. No noxious or offensive activity shall be permitted on any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No motor vehicles which have been disabled more than 30 days shall be parked, stored or abandoned outside of a building on any lot, and a violation of this provision shall be deemed a nuisance.

5. No land within the boundaries of the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage or other waste shall be kept only in sanitary containers, which cannot be tipped over, and all such containers shall have tight fitting lids, and all equipment for storage and disposal of such materials shall be kept in a clean and sanitary condition. All trash receptacles shall be kept at the rear (non-street) side of the lot except 24 hours preceding trash pickup. No rubbish or trash may be burned within the subdivision. Composting may be done provided it does not attract rodents, other animals, or serve as a breeding place for undesirable insects and does not detract from the appearance of the subdivision.

6. A private sewage disposal system shall not be permitted on any lot, unless the type, capacities, location and layout of such system complies with the Illinois private Sewage Disposal Licensing Act and Code (225 ILCS 225/1 et.seq.), the Illinois environmental Protection Act (415 ILCS 5/1 et.seq.), and with the ordinances of Jackson County, Illinois. No lagoons or cesspools shall be permitted. The owner shall operate and maintain the system in a sanitary manner at all times.

7. Any livestock, poultry, dogs or other animals shall be kept in an area which is adequately fenced to keep the same within the owners premises, and the premises must be kept in a clean and sanitary condition so as not to be offensive to the adjoining owners. There shall be no commercial feed lots and not more than five such animals per fenced acre, at no time will animals be permitted to cause erosion or large areas of bare earth. There shall be no pigs. All pets must be managed by their owners so that they will not become a nuisance to the neighbors. Dogs which continue to make loud noises damage flora of neighbors or attack other dogs, cats or persons shall be considered a nuisance.

8. Vegetable gardens shall be located in the back of the front set back line and shall be maintained to present a pleasing view from the streets or drives within the subdivision.

9. Diseased plants, or plants infected with noxious insects shall be sprayed, or dusted or otherwise treated to prevent the spread of the disease or noxious insects.

10. All telephone, electric or other wires of any utility service shall be underground for a distance of twenty-five (25) feet from the residential dwelling and all outbuildings located on a lot.

11. Drainage easements and natural drainage ways shall not be obstructed; however, any owner may change or alter said drainage on his own property to obtain the best drainage, but such alteration or change must be done in such a manner as to not interfere with or alter the existing drainage.

#### BUILDING SITES AND BUILDINGS

12. No building site shall be resubdivided and no building site shall be smaller than the lots as shown on the recorded plat of the subdivision.

13. No building whatever except a single family residential house with the necessary outbuildings, including a private garage or pole barn structure, shall be erected, placed or permitted, and such house shall be used only as a private residence.

14. No portion of a building, appurtenance or outbuilding shall be located nearer than one hundred (150) feet to the front lot line, being the frontage on Ava Road, or nearer than fifty (50) feet to a side lot line or the rear lot line. Eaves, steps and open porches shall be considered as part of a building.

15. No dwelling shall be permitted on any building site at a cost of less than Thirty Thousand Dollars (\$30,000.00), exclusive of the building site cost, based upon cost levels prevailing on the date this instrument is recorded. In computing cost, the owner may include at the prevailing wage rate, all work done by himself or others where no charge has been made; however, the number of hours charged shall not exceed the number of hours it would have taken a hired craftsman to do the same work.

16. The main floor of the residential dwelling area exclusive of open porches and carports shall not be less than Seven Hundred (700) square feet.

17. All non-residential buildings, including accessory buildings, shall cover not more than one and one -half percent (1.5%) of the area of the tract.

18. All residential buildings erected on any building site shall be constructed of new material of good quality suitably adapted for use in the construction of residences, and no old building shall be placed on, or moved to said premises; nor shall reclaimed material be employed in any construction thereon, with the exception of used brick.

19. Fences may be constructed on any lot provided that any fence shall be constructed of either wooden post and rail, steel post and woven wire, chain-link or barb wire. No fence shall be constructed closer than three (3) feet of any property line without the written consent of the adjacent lot owner. With such written consent, such fence may be placed on the property line. In all cases, posts to support the fence shall be placed on the side of the lot owner constructing the fence. All fences shall be maintained in a manner that will insure safety and protection of surrounding property values.

20. Shrubs, trees or other flora shall not be planted closer than three (3) feet of any adjacent property line without the written consent of the adjacent lot owner.

21. No single wide mobile home shall be placed on any lot. A manufactured home may be placed on a lot as the residential dwelling if the manufactured home is purchased new and is placed on a permanent concrete foundation and the manufactured home further meets the standards of similarity of appearance set forth below and all other criteria for the residential dwelling set forth in this Declaration.

The term "single wide mobile home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, ventilating, electrical and other service systems, and is less than 22' wide when assembled. Porches or additions will not be permitted to exceed the 22' width.

The term "manufactured home" means a building assembly or system of sub-assemblies, with or without a permanent chassis, designed for habitation as a dwelling, including the necessary electrical, plumbing, heating, ventilating and other service systems,

which is made or assembled by a manufacturer, on or off the building site, for installation, or assembly and installation, on the building site, with a permanent foundation.

A manufactured home shall not be placed on a lot unless the following standards of similarity of appearance are met:

- a) The manufactured home shall have the appearance of a dwelling built on site.
- b) The pitch of the main roof shall not be less than one (1) foot rise for each three (3) feet of horizontal run. Minimum distance from eaves to ridge shall be fourteen (14) feet.
- c) Roofing material generally acceptable for housing built on site shall be used.
- d) Any materials generally acceptable for housing built on site may be used for exterior finish provided, however, that reflection from such exterior shall not be greater than siding coated with clean, white, gloss, exterior enamel (no galvanized metal).
- e) Campers and motor homes may be on the property but not on a permanent basis.

22. Nothing herein contained shall prevent temporary building and structures erected by builders in connection with the construction of any dwelling or accessory buildings which temporary structures are promptly removed upon the completion of such dwelling or accessory building.

23. The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior of construction shall be fully completed and the interior construction is substantially completed, and no such building or structure shall be occupied during the course of exterior construction and until it complies with the restrictions and conditions set forth herein. When any building shall be constructed on any portion of the lands and premises

PROPERTY OF JACKSON COUNTY  
the owner of the portion of the land on which such building is constructed shall cause that portion of such land owned by him to be seeded and suitably planted with grass and decorative shrubs except such part thereof as shall be used for driveways and parking spaces.

#### MISCELLANEOUS PROVISIONS

24. Nothing contained herein, nor any violation of these covenants shall defeat or render invalid any lien of a mortgage or a trust deed. Any lien established by these covenants shall be subordinate and inferior to any mortgage or trust deed where notice of said lien has not been placed of record prior to the execution of said mortgage or trust deed. If any mortgagee, or person claiming under a mortgage, obtains title to any building site by any means, the mortgagee, or any person claiming under the mortgagee, shall be obliged to comply with all the provisions herein contained from the date of acquisition of title.

25. No parties shall strip, excavate, or otherwise remove top soil for the sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.

No well for the production of, or from which there may be produced, oil or gas shall be drilled or operated on the premises, nor shall any machinery, appliance, or structure be placed, operated or maintained therein in connection with such activities.

26. The owner of any building damaged by fire or act of God shall within ninety (90) days, commence restoration or removal of said building and work shall be completed



within one (1) year. In the event of total destruction of any building, the owner shall, within ninety (90) days commence removing debris and shall restore the site to a satisfactory condition within one (1) year. If the owner fails to commence removal of the debris within the time specified above, DECLARANTS shall have the right to enter upon said land and remove the debris and any expense incurred shall become a lien on the real estate.

27. The owner of each building site shall keep the site mowed and free of brush and weeds and upon the owners failure to keep his site mowed and free of brush and weeds, the DECLARANTS shall have the right to enter upon said land and mow same. Expenses so incurred in mowing shall become a lien on the land.

28. Where a lien is provided for herein, said lien shall bear interest at the rate of 18% per annum and all expenses of enforcing said lien, including reasonable attorney's fees, shall be included as cost. Liens created hereunder shall terminate five years after they accrue if no action is commenced to enforce them.

29. Each owner of a building site shall furnish to the DECLARANTS the mailing address where notices may be sent to such owner.

PROPERTY OF JACKSON COUNTY

IT WITNESS WHEREOF, the DECLARANTS being all the owners of said land do hereby affix their signatures on the 20th day of May, 1999.

Clay E. Fuhrhop  
Clay E. Fuhrhop

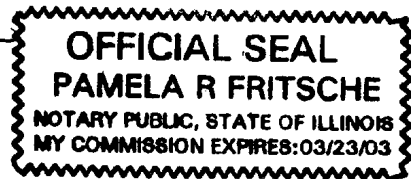
Pamela K. Fuhrhop  
Pamela K. Fuhrhop

James V. Sickmeyer  
James V. Sickmeyer

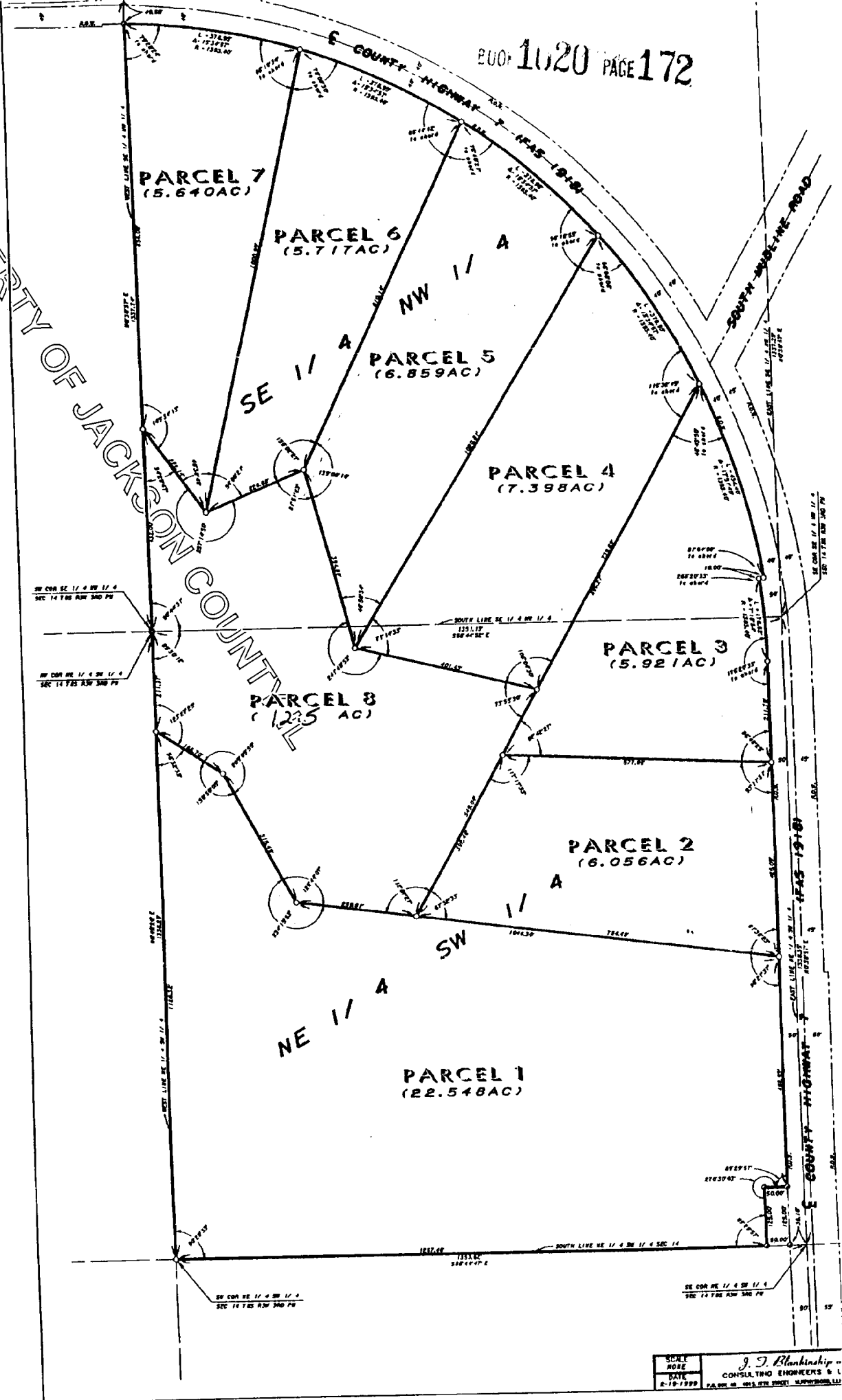
Rebecca Sickmeyer  
Rebecca Sickmeyer

Subscribed and Sworn to before me this 20th day of May, 1999.

Pamela R. Fritsche



PROPERTY OF JACKSON COUNTY



PARCEL 7  
(5.640 AC)

PARCEL 6  
(5.717 AC)

PARCEL 5  
(6.859 AC)

PARCEL 4  
(7.398 AC)

PARCEL 3  
(5.921 AC)

PARCEL 8  
(12.35 AC)

PARCEL 2  
(6.056 AC)

PARCEL 1  
(22.548 AC)