

see a mind book 4154 pg 244

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ROBERT A. LUTZ Recorder of Deeds

BOOK 3191 PAGE 205

**RESERVATIONS AND RESTRICTIONS
FOR JOOS' GREENVIEW ESTATES SECTION ONE**

This declaration of covenants, conditions and restrictions, made this 30th day of June, 1989, by GEORGE R. JOOS and FREDERICK G. JOOS, JR., not individually but as Trustees under a land trust agreement dated the 9th day of May, 1989, known as JOOS LAND TRUST NO. 1, said Trustees being legal title holder of Lots 1 through 19, inclusive, in JOOS' GREENVIEW ESTATES SECTION ONE, a subdivision of part of the North Half of the East 60 acres of the Northeast Quarter of Section 29, Township 25 North, Range 3 West of the Third P.M., Tazewell County, Illinois; WITNESSETH:

Each Lot, or part thereof, in said subdivision shall be subject to the following restrictions, conditions, covenants and reservations and each contract for sale, conveyance or lease of any lot or part thereof shall be made expressly subject to these restrictions, and each purchaser, grantee or lessee by acceptance of such contract, conveyance or lease shall subject himself, his heirs, executors, administrators, successors and assigns to said restrictions, except that the same may be altered, amended or revoked in whole or in part by the recorded owners of a majority of the lots.

1. In order to regulate, control and limit the type and bulk of residential dwellings within the area controlled by JOOS' GREENVIEW ESTATES SECTION ONE, a planning committee consisting of no less than two (2) of the owners, or their successors, or architectural people appointed by the owners shall approve all plans and specifications before any construction may proceed within JOOS' GREENVIEW ESTATES SECTION ONE. Plans must be submitted for approval at least ten (10) days before construction is to start and the owner, or their designee, shall approve or reject same within ten (10) days of receipt of same.

2. All lots in said subdivision shall be used for residential purposes only and not more than one residence shall be permitted on any one lot. Said residence shall have at least 1,400 square feet of floor space if a one-story; if a two-story residence, there shall be at least 1,800 square feet on both stories. Footage does not include porches, breezeways or garage. A garage shall be attached to the dwelling and shall conform to the main structure in character and design and shall be constructed for no more than three passenger cars.

3. No materials other than new materials shall be used for the external construction and finish of any structure and 25% of exterior walls shall be faced with brick or stone. No exterior block or poured concrete foundation or wall shall be exposed, front or sides, to grade; they must be brick or stone faced. No rolled roofing, rolled

siding, asphalt treated paper siding or roofing, or imitation siding shall be used on the external construction of any of said structures and any structure must be completed within one year after its commencement.

4. Sidewalks, as required by the subdivision ordinance of the Village of Morton, shall be installed by the building contractor at the time of house construction.

5. No advertising or display signs shall be permitted on any lot except temporary "for sale" or "sold" real estate signs which shall not exceed nine square feet.

6. No part of said subdivision shall be used for the housing or occupancy of any livestock, poultry animals, bees, wrecked, inoperable or disabled automobiles, ashes or any junk or unsightly property. Except as necessarily incidental to the development and maintenance of the subdivision, or to construction of the buildings and structures on the property, no trucks larger than 3/4 ton, trailers, campers or vehicles other than passenger cars may be parked or maintained in said subdivision unless they are kept in garages of the owners or occupants. No new or used construction materials or supplies, junk, wrecked or unused machinery shall be kept or allowed to remain on the subdivision premises except inside the buildings. No heavy duty commercial vehicles or boats may be parked on the roadways or driveways in the subdivision or where they can be seen from the street.

7. No building or buildings, or structure of any kind shall be placed, moved or erected upon any lot unless and until the design and location thereof shall have been first approved in writing by the developers of said subdivision, being JOOS' GREENVIEW ESTATES SECTION ONE, or by a duly appointed representative or successor so that the design and the location of the building or buildings on the lot are in conformity or in harmony with the other provisions of the Declaration of Restrictions and other structures or building in said addition.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence temporarily or permanently. No house trailer shall be stored on any of said lots unless same can be stored in a garage so that it is not visible from the street.

9. No lot shall be used and no building or structure shall be constructed or used upon any lot for mercantile, commercial, manufacturing, professional, religious, fraternal or business purposes; and no building or structure shall be created or used thereon for the sale or manufacture of intoxicants nor shall intoxicants be sold on the property.

10. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

11. The undersigned owner reserves the right to repeal, amend, alter, modify or annul any and all of the restrictions and covenants at any time and from time to time so long as it is the owner of record of a majority of the lots in said subdivision; provided, however, that such change not work a material detriment to the value of the remaining or other lots in the subdivision, it being understood that all rights hereunder and under the restrictions and covenants may be by the said undersigned owner assigned or

transferred in writing to any person or persons, firm or corporation designed by it. At such time as the owner has sold all lots in the subdivision, the owners of a majority of the lots may amend these covenants.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 2009, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

13. If the undersigned, or its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either or prevent him or them from so doing or to recover damages or other dues for such violation.

DATED this 30th day of June, 1989.

JOOS' GREENVIEW ESTATES
SECTION ONE

By

Frederick G. Joos, Jr.
Frederick G. Joos, Jr.

By

George R. Joos
George R. Joos

Not Individually, but as Trustees under
Trust Agreement dated May 9, 1989,
known as Joos Land Trust No. 1

Dated: 6-15-94

**AMENDMENT TO RESERVATIONS AND RESTRICTIONS
FOR JOOS' GREENVIEW ESTATES, SECTION ONE**

The undersigned, constituting the owners of a majority of the lots in JOOS' GREENVIEW ESTATES SECTION ONE, a subdivision of part of the North Half of the East 60 acres of the Northeast Quarter of Section 29, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, hereby amend a declaration of covenants, conditions and restrictions dated June 30, 1989, entitled Reservations and Restrictions for JOOS' GREENVIEW ESTATES SECTION ONE, and filed for record on July 12, 1989, as Document Number 784104 at Book 3191, Page 205, et. seq., with the Tazewell County Recorder of Deeds, as follows:

1. Paragraph 3 is hereby deleted in its entirety and the following substituted in lieu thereof.

3. No materials other than new materials shall be used for the external construction and finish of any structure and 25% of exterior walls shall be faced with brick or stone. No exterior block or poured concrete foundation or wall shall be exposed, front or sides, to grade; they must be brick, stone or face brick or Z-brick faced. No rolled roofing, rolled siding, asphalt treated paper siding or roofing, or imitation siding shall be used on the external construction of any of said structures and any structure must be completed within one year after its commencement.

2. In all other respects, the Declaration shall remain in full force and effect.

Executed on the dates noted below on the attached notarized documents.

kln\kbb\joos.res

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lot 1	06-06-29-201-010	lot 11	06-06-29-202-001
2	-201-009	12	002
3	-201-008	13	003
4	007	14	004
5	006	15	005
6	005	lot 16	06-06-29-203-001
7	004	17	002
8	003	18	003
9	002	19	004
10	001		

Dan W Mueller Hori A Mueller

Owner Lot 2

Owner Lot 2

Dated: 6/15/94

Dated: 6/15/94

STATE OF ILLINOIS)
) SS.
PEORIA COUNTY)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Dan Mueller (and Hori Mueller) owner(s) of Lot number 2 in JOOS' GREENVIEW ESTATES, SECTION ONE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the AMENDMENT TO RESERVATIONS AND RESTRICTIONS FOR JOOS' GREENVIEW ESTATES, SECTION ONE, attached hereto, as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 15th day of June, 1994.



Anita L. Haddock
Notary Public