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Robert A. Lutz - Tazewell County Recorder

**RETURN TO: P.T. CO.**

DECLARATION OF RESTRICTIVE COVENANTS

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DECLARATION OF RESTRICTIVE COVENANTS

FREDERICK G. JOOS, d/b/a JOOS DEVELOPMENT, JOOS' WALNUT GROVE ESTATES, SECTION TWO, being the sole owner and developer of the following legally described premises, hereinafter "Developer", hereby sets forth, publishes and declares the following conditions, covenants, and restrictions of record, which shall be applicable to the following legally described real estate to be known as JOOS' WALNUT GROVE ESTATES, Section Two, to-wit:

Lots 13 through 26 inclusive, Joos' Walnut Grove Estates, Section Two, a subdivision of part of the Southeast Quarter of Section 9, Township 26 North, Range 3 West of the 3rd Principal Meridian, Tazewell County, Illinois, as shown on plat recorded in the Recorder's Office of Tazewell County, Illinois in Plat Book NN, page 89, recorded for record on October 8, 1996, as Document No. 9620490 .

*02-02-97-400-012*

Each lot or tract in said subdivision, Section Two, shall be subject to these 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, except as the same may be altered, amended or revoked in whole or in part as set forth hereinbelow:

1. ARCHITECTURAL CONTROL: In order to regulate, control and limit the type and size of residential dwellings within JOOS' WALNUT GROVE ESTATES, SECTION TWO, no building shall be erected, placed, or altered, on any lot until the construction plans, specification, landscaping plans, exterior materials and site plans showing location of said building on the lot have been submitted to and approved by an Architectural Control Committee determined by the Developer. The plans for any proposed structure must show thereon a proposed first floor elevation of said structure. The foregoing plans must be submitted for approval at least ten (10) days before construction is to begin, and the Architectural Control Committee, or its designee, shall approve or reject said plans within ten (10) days of receipt.

2. LOT USE: All lots shall be used for residential purposes. Lots 2 through 6 and 8 through 12 shall be used solely for single family dwellings having a minimum above ground living area of 1,800 square feet if a one story ranch style residence, 2,400 square feet of above ground living area if a two story residence, and 2,000 square feet of above ground living area if a one and a half story residence. All single family dwelling units shall have, at minimum, a two car attached garage conforming in design to the main structure. Lots 1 and 7 shall be used for two-family duplex dwellings having a minimum of 1,200 square feet of above ground living area per unit and a one car attached garage per unit. No other designs, including but not limited to quad level, tri-level, split foyer, or similar designs, shall be approved for construction. Square footage includes only above grade finished living area and does not include porches, garages or breezeways. Setting of grade of all improvements must be approved by the Architectural Control Committee and/or Austin Engineering in the absence of approval by said Committee.

3. QUALITY OF MATERIALS: No material other than new materials shall be used for exterior construction and finish of any structures without the express written consent of the Architectural Control Committee. Twenty-five percent (25%) of the exterior, less all window and door openings, of any residential dwelling shall be faced with brick having a minimum size of 2.5 inches by 4.0 inches by 8.0 inches or stone equal in quality to Indiana limestone of four (4) inch depth. All foundations on front and sides (sides described as any wall facing side lot line) are to be bricked or stone faced down to grade with a full four (4) inch depth stone or brick as an integral part of the foundation. The remaining of the exterior walls of any structure shall be covered with a quality commercially available product. No rolled roofing, rolled siding, asphalt treated or paper siding or roofing, imitation siding or sheet metal shall be used on the exterior construction of any building without the express written consent of the Architectural Control Committee. All structures shall be completed within one (1) year after basement excavation. All homes shall have a limestone street number brick in the brick veneer facade at front of home in compliance with City specification.

4. CHIMNEY CONSTRUCTION: Any chimney constructed on an exterior wall on either the street frontage or sides of the structure must be brick or stone faced as described in the foregoing Section; the area of any chimney in compliance herewith shall be applied toward the twenty-five percent (25%) requirement for exterior wall facings as provided in the foregoing Section. In the event the chimney is constructed on a back rear wall, or within the interior of the structure protruding through the roof, it may be wood framed with siding matching the exterior.

5. BUILDING LOCATION AND ELEVATION: No building shall be located on any lot nearer the front lot line than the setback line set forth on the subdivision plat. The minimum side lot distance to interior lot lines shall be as provided by the specifications and standards of the Subdivision Code of the City of Washington, Illinois. Secondary buildings shall be located to the rear of the residential dwelling with no part of said secondary building being located closer to the front lot line than the rear building line of the residential dwelling.

6. **STORAGE SHEDS AND SECONDARY BUILDINGS:** Secondary buildings shall be of the same or similar exterior construction and finish as the primary dwelling, excluding twenty-five percent (25%) brick. Secondary buildings shall have no sidewall less than twelve (12) feet or more than thirty-six (36) feet in length with a maximum of ten (10) feet in sidewall height and shall have an area of not less than two hundred forty (240) square feet nor more than eight hundred sixty (860) square feet and shall comply with all specifications and standards of the Subdivision Code of the City of Washington, Illinois and shall be constructed only after obtaining approval from the subdivision's Architectural Control Committee.

7. **FENCING:** Fencing shall comply with City of Washington Zoning Code and may not be constructed forward of the rear wall of the residential structure. Swimming pool fencing must comply with the City of Washington Codes and Regulations.

8. **DRIVEWAYS AND SIDEWALKS:** Each lot owner shall construct at their own expense, a driveway and sidewalk pursuant to the direction of the Architectural Control Committee and said driveways and sidewalks shall be built to the specifications and standards of the Subdivision Code of the City of Washington, Illinois. All driveways must be constructed of concrete, paving brick, stone or blacktop. All curbcuts to be saw cut leaving the gutter portion in tact. No breakout of entire curb shall be permitted within the subdivision. Sidewalks must be completed at the time of the completion of the construction of the main structure on said lot but in no event later than one (1) year after purchase of lot from developer.

9. **APPEARANCE OF PROPERTY:** No tents, shacks, trailers, mobile homes, temporary buildings, storage buildings, basement or garage houses may be moved to or built on any of said lots nor occupied as living quarters and no trash, refuse, garbage or building materials shall be dumped, stored, or abandoned within the subdivision. Garbage or trash cans must be completely recessed in the ground or hidden from view by appropriate screening. No wrecked or unused automobiles, trucks, boats, trailers, ashes, or lumber, or any junk or unsightly property shall be permitted in said subdivision. No more than one car per lot may be parked on the driveway or on the street of said subdivision, except on an occasional basis. No competition type vehicles, recreational vehicles, boats, trailers, trucks of larger than 1 ton or similar vehicles shall be parked in said subdivision except inside an attached garage. L-P or other fuel tanks must be screened from view and located at rear of dwelling. No tanks or other receptacle for storage of liquid or gas fuel shall be permitted or erected or maintained above the ground except L-P or propane tanks used for heating purposes. There shall be no permanent clothes lines or posts or other permanent appliances for hanging clothes in front or side yards. No part of said subdivision shall be used for the housing or occupancy of any livestock, animals, bees, inoperable cars, trucks, motor homes, or equipment of any nature. All hillsides, wooded or open, shall be maintained in their natural state with ground cover left in tact, eroding areas filled, maintained, and seeded, normal brush and debris removal required.

10. SUBDIVISION OF LOTS: No lot shall be resubdivided without the express written approval of the Architectural Control Committee. Metal lot corner pins shall not be removed. Replacement of any such pins shall be at the expense of the person responsible for their removal.

11. EASEMENTS: Easements for installation and maintenance of utilities, drainage and water retention areas are reserved as shown on the recorded plat. Water retention areas and drainage easements shall be maintained by those lot owners on whose lots the water retention areas or drainage easements are located and shall be kept free from debris and obstructions to natural water flow or the holding capacity of such areas and no improvements shall be constructed within such water retention areas or drainage easements.

In addition, the owners of each lot shall be assessed a proportionate share of the cost to maintain retention areas and drainage easements located within the subdivision as shown on the recorded plat, which do not lie within the area of any building lot; said lot owners shall assume and pay their proportionate share of said maintenance. Proportionate share shall be determined by dividing the cost of maintenance of said drainage easement by the number of building lots within this Extension together with any building lots located in any additional extension of the subdivision wherein the plat for said additional section, phase or extension reserves an easement for drainage through the same area.

12. NUISANCES: No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

13. SIGNS: No advertising or display signs shall be permitted on any lot in said subdivision except temporary "For Sale" or "Sold" signs advertising the lot on which said sign is located, and those of the developer, JOOS REALTY, including its subsidiaries or assigns. Such signs shall not exceed 4 square feet in size without written approval of the Architectural Control Committee. "Sold" signs shall not be permitted to exist on the property in excess of 30 days from the date of the sale of the property.

14. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining 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 any lot. No derricks or other structures designed for use in boring for oil shall be erected, maintained or permitted on any lot.

15. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or in any dwelling, except household pets, provided they are not kept, bred, or maintained for commercial purposes.

16. REMOVAL OF DIRT: No dirt from any excavation shall be permitted to be removed from said subdivision without the approval of the Architectural Control Committee,

but shall be used to fill low places as directed by the Architectural Control Committee.

17. YARD LIGHT: An outside yard light with automatic switch and post shall be installed and connected to electrical service by each lot owner prior to occupancy of any dwelling erected thereon, said light and post shall be located four feet (4') from residence edge of driveway, and four feet (4') back from front sidewalk in accordance with the specifications or directions of the Architectural Control Committee.

18. MAILBOX: Each lot owner shall erect and install a mailbox of standard design approved by Developer which shall conform to the Rules and Regulations of the United States Postal Service.

19. GARBAGE AND REFUSE DISPOSAL: Garbage or trash cans must be completely recessed in the ground or hidden from view by appropriate screening. Garbage cans shall be removed from the curb on the day(s) so designated as collection days. Garbage containers shall be of a type that prevents the materials or odors from becoming airborne or in any way offensive to owners of other lots.

20. ANTENNAS: One television or radio antenna shall be permitted on each lot provided that said antenna is attached to the residence either upon the roof or chimney and further provided, that said antenna does not extend more than 10 feet above the highest point on the residence. In no event shall any free standing television or radio reception or communication device be permitted on any lot.

21. SOLAR HEATING EQUIPMENT: Solar heating panels, collectors or other devices shall not be permitted to be visible from the front or side yards and shall be permitted only upon written approval of the Architectural Control Committee.

22. QUALITY OF CONSTRUCTION: Workmanship on the exterior of any building or any improvement on any lot shall be of a quality comparable to the workmanship of craftsmen skilled in the installation of the particular item or material used on the exterior.

23. MAINTENANCE OF LOT: Lot owners must mow their lot regularly and maintain it free of debris and trash.

24. COMPLETION OF AND QUALITY OF CONSTRUCTION: The exterior construction of all buildings, including driveway and landscaping, must be substantially completed within 180 days after the building permit is issued by the city. Workmanship on the exterior of any building or any improvement on any lot shall be of a quality comparable to the workmanship of craftsmen skilled in the installation of the particular item or material used on the exterior.

25. HOME OWNER'S ASSOCIATION: A Home Owner's Association may be formed to construct, enhance and maintain the subdivision entrance signs, public street

lighting and similar public services not otherwise provided by municipal agencies.

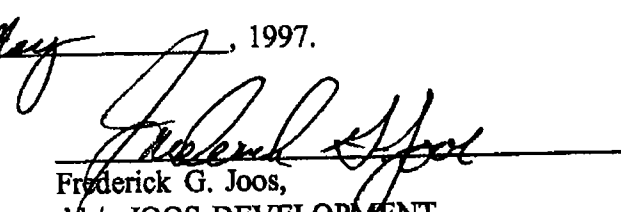
26. ENFORCEMENT: Any person owning any lot in said subdivision may enforce these covenants, conditions and restrictions by proceeding at law or in equity against any person or persons violating or attempting to violate any such covenants, either to restrain such violation or to recover damages for such violation. Notwithstanding the foregoing, no action shall lie against FREDERICK G. JOOS, d/b/a JOOS DEVELOPMENT, JOOS' WALNUT GROVE ESTATES, SECTION TWO at law or equity for any act of omission or commission on his part to enforce these Restrictive Covenants.

27. CONSTRUCTION AS SEVERABLE: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

28. REPEAL OR AMENDMENT: The undersigned developer reserves the right to repeal, amend, alter, modify or annul any and all of the Restrictive 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 shall not work in material detriment to the value of the remaining lots in the subdivision, it being understood that all rights hereunder and under the Restrictive Covenants may be by the said undersigned developer assigned or transferred in writing to any person or persons, firm or corporation. Notwithstanding the foregoing, upon the sale of one hundred percent (100%) of the fee simple interest in the lots in said subdivision, or at such earlier time as developer may deem appropriate by written amendment to these Restrictive Covenants, these restrictions, conditions, covenants and reservations may be altered, amended or rescinded by declaration in writing by the owners of seventy-five percent (75%) of the lots of this subdivision.

29. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, in writing, it is agreed to amend or rescind these restrictions, conditions, covenants and reservations of record.

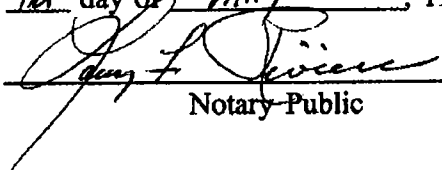
Dated this 1st day of May, 1997.

  
Frederick G. Joos,  
d/b/a JOOS DEVELOPMENT,  
JOOS' WALNUT GROVE ESTATES,  
Section Two

STATE OF ILLINOIS        )  
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COUNTY OF TAZEWELL )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that FREDERICK G. JOOS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of MAY, 1997.

  
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Notary Public

