

FINAL PLAT OF
KAIN'S DEER TIMBER SUBDIVISION
PHASE I

Residential homes and duplexes

Whereas it is desired that said real estate, to be known as "Kain's Deer Timber Subdivision Phase I", be developed into a highly protected community of residential homes and duplexes and in furtherance of such intentions and desire, the said owners fix and establish such restrictions and grant certain easements as follows:

1. Each and every lot in Kain's Deer Timber Subdivision Phase I shall be subject to the following restrictions and every such restriction shall be construed as a covenant running with the land and shall be binding on all owners of said lots and persons claiming under them.
2. No building shall be erected or maintained on any lot in Kain's Deer Timber Subdivision Phase I unless it be a dwelling house equipped for occupancy as a private residence.
3. Only household pets such as dogs and cats are permitted. No livestock or poultry.
4. The gross interior living space of the house must meet the following minimum area requirements. Portions of the house that are below the finish grade elevation or are unfinished will not be included within the minimum area calculation. Garages, porches, and balconies will not be included within the minimum living area calculations. One story 1600 square feet minimum, other than one story 2300 square feet minimum.
5. Building setbacks shall be as shown on the plat.
6. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected on any lot of the aforesaid tract shall at any time be used as a residence or living quarters temporarily or permanently.
7. No lot shall be used or maintained for a dumping ground for rubbish, trash, garbage or other wastes shall not be kept except in sanitary containers.
8. Driveways and new landscaping must be completed within one year from the beginning of excavation.
9. Fences must be approved by the developer and/or majority of lot owners.
10. No lot can be further subdivided after original purchase.
11. Exterior of residence must be completed within six (6) months of start of excavation.
12. Vacant lots must be mowed and/or raked by owner at least three (3) times per season or it will be cut and/or raked and the bill sent to the owner.
13. The covenants herein contained are intended to run with the land, to be affected thereby in perpetuity and inure to the benefit of the heirs, executors, administrators and assigns of their grantees.
14. Invalidity of any one of these covenants and restriction either by judgment, or by the order of decree of court shall in no way effect any of the other provisions, all of which shall remain in full force and effect.
15. All building plans must be approved by the developer (or anyone designated to act for the developer). Siding used on the exterior of homes must also be approved by the developer.
16. Television satellite systems shall not be installed in any front yard and any installation must be approved by the developer.
17. No boats, commercial vehicles, campers, snowmobiles or dirt bikes shall be stored in the open or in a visible area. They must be stored in a garage.
18. No excess excavated earth shall be removed from the development unless written approval is obtained from the developer. All such materials shall be deposited at a location within the development as may be designed by the developer.
19. Single, unbroken roofs covering the entire structure are not allowed.

20. No roll paper or imitation brick or shingle exterior siding or asphalt for granule composition is allowed.
21. No prefabricated housing allowed unless approved by the developer.
22. All plans must provide garage space attached to the house for at least two, but not more than three, automobiles.
23. Adequate off-street parking spaces shall be provided by the owner of each individual lot to avoid any habitual use of on-the-street parking. The driveway may be counted in computing such off-the-street parking.
24. No outbuilding which contains more than two hundred (200) square feet shall be constructed on any lot. The aforesaid outbuilding must be constructed of the same exterior materials as used in the main dwelling on said lot, and said outbuilding must be in architectural harmony with the main dwelling on said lot. No more than one outbuilding may be constructed on any one lot. Outbuilding plans must be approved by the developers or their heirs or agent prior to erecting.
25. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than eight square feet advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period. The subdivider may advertise lots for sale in the subdivisions without being subject to the sign requirements.
26. No homeowner shall maintain an exterior radio or television aerial or antenna without prior written approval of the developer. Approval will require good appearance, small size or screening.
27. Containers for fuel, garage or other refuse shall be underground or in a screened sanitary enclosure which must be compatible in appearance and location to the previously constructed main dwelling unit. Any such screened enclosure must exceed in height by at least one (1) foot any containers placed or to be placed therein. Regular use of garbage incinerators is not permitted. Burning leaves and branches falling on the property is allowed.
28. No abandoned vehicles are to be allowed on the premises. Any vehicle that cannot be driven for a period of seven (7) days is hereby declared inoperable. Any vehicle stored in a closed garage at all times shall not be considered inoperable or abandoned. However, it is prohibited to keep moving a vehicle in and out of the garage without it being fully operable.
29. Illinois Power Company will maintain, rebulb streetlights and provide power under the agreement with the city of Ottawa. Property owners will divide costs of replacement of any light poles and/or wiring on an equal cost per lot basis.
30. Duplexes may be built on any lots having frontage on Deer Court (15) lots. The minimum square footage per side of duplex will be 1100 square feet of ground floor and minimum of a two-car garage.
31. In the event of any violation hereof, any person or persons owning real estate in Kain's Deer Timber Subdivision Phase I, may proceed at law or in equity against the violator to restrain or collect damages for such violation. In the event that any landowner attempts to change any of the covenants and restrictions herein, and fails to do so, then that landowner shall be liable to the other landowners of Kain's Deer Timber Subdivision Phase I who have incurred attorney's fees or other costs in protecting these covenants and restrictions.
32. Property owners cannot install any obstructions on the utility easements such as fences and buildings. If such obstructions are installed, the property owner must pay for the removal of the construction. Utilities have the right to construct, operate and maintain it's facilities and if in doing this, the utility does damage to trees, shrubs or gardens within the easements, the utility will not be responsible for payment of the damages.