

RESTRICTIVE COVENANTS



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STATE OF ILLINOIS)
)
COUNTY OF ADAMS)

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Towne & Country Abstract

Robert M. Lubbert and Betty E. Lubbert, being the legal owners of Lots One (1) and Two (2) of the Bluebird Landing Subdivision, a subdivision of a part of the Northwest Quarter of Section 12 in Township 2 South of the Base Line and in Range 8 West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows, to wit: Commencing at the northwest corner of said Section 12, thence South 00° 30' 37" West on the west line of the Northwest Quarter of said Section 12 a distance of 2613.15 feet to the southwest corner of a 10.00 acre tract shown on a plat of survey, recorded in Book 14 of Plats at Page 543 in the Office of the Adams County Recorder of Deeds, thence North 86° 00' 56" East on the south line of said 10.00 tract, 688.21 feet to the southeast corner of said tract and True Point of Beginning, thence North 08 degrees 19 minutes 31 seconds West, on the east line of said 10.00 acre tract, 108.84 feet, to the southwest corner of a 1.08 acre tract described in a deed and recorded in Book 704 at Page 14455 in said Recorder's Office, thence North 30 degrees 56 minutes 57 seconds East, on the south line of said 1.08 acre tract, 358.58 feet to the southeast corner of said tract and southwesterly right-of-way line of County Highway #5 known as Melrose CBF 364, said right-of-way is described in Book 493 of Deeds at Page 1204 and shown by a plat in Book 11 of R-W on Page 562 both being recorded in said Recorder's Office, thence South 49 degrees 09 minutes 35 seconds East on said right-of-way 446.32 feet, thence South 52 degrees 08 minutes 34 seconds West, 377.69 feet, thence North 52 degrees 52 minutes 58 seconds West, 186.55 feet, thence South 86 degrees 00 minutes 56 seconds West, 59.49 feet to the point of beginning, containing 3.30 acres more or less, hereby provide that all conveyances of property hereafter made by the present or future owners of any of the lands included in the aforesaid Subdivision shall be taken and understood as if incorporating in all such conveyances without repeating the same, the following restrictions and covenants:

RESTRICTIONS AND COVENANTS

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height excluding basement or foundation and a garage, which shall be attached to the residence for not less than two cars, but the garage may be in the basement and one neat outbuilding not to exceed 24" x 24" behind the house in the backyard.

2. All lots shall have thirty (30) feet minimum building setback lines from street property line and ten (10) feet from side lot lines.

3. No building shall be permitted of less than 1,600 square feet on the first floor, exclusive of attached porches or garages and basements, and no two story buildings shall be permitted of less than 2,000 total square feet with at least 1,200 square feet on the main floor, exclusive of attached porches or garages and basements. No garage shall be permitted of less than 500 square feet.

4. The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior 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 original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as necessary for the construction of improvements shall be permitted. All trees are to be left except those reasonably needed to be cut for safety purposes and to avoid being in the way of construction.

5. At least 20% of all exterior walls must be of brick or stone, or combination thereof. If the residential structure is not constructed by or under the direct supervision of the present owners, then all of the construction plans, including but not limited to, site elevation and exterior and interior plans shall be approved by the present owners before construction shall be permitted to commence.

6. No noxious or offensive activity 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; weeds on vacant lots shall be cut during the summer months. That the owner or owners of each and every lot shall keep all weeds cut thereon, rubbish cleared and disposed of, dead trees removed to the end, and that each and every lot shall be maintained in a presentable condition. No discharging of firearms shall be permitted.

7. Easements for installing and maintenance on utilities and drainage facilities are reserved as shown on plat. Within these easements, no structure, fence, planting, or other materials shall be placed or permitted to remain which may change the direction or flow of water through drainage channels within the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot, and all improvements on it shall be maintained continuously by the owner of the lot except for improvements for which a public authority or utility company is responsible.

8. No structure of a temporary character, trailer, tent, shack, barn or outbuilding shall be used on any lot at any time for a residence either permanently or temporarily. That no camper, recreational vehicle, trailer or boat may be maintained upon the premises except as might be maintained entirely within the garage, and no such items shall be kept on the subdivision streets for more than 24 hours.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder during the construction and sales period.

10. No animals, livestock, or poultry of any kind shall be raised, bred, or maintained for any commercial purposes, and domestic animals shall be limited to one dog and one cat which shall be confined at all times in the house, garage, or basement, or confined by fence or kennel to the rear of the house.

11. No vegetable gardens either for private or commercial use will be permitted within the subdivision, except for a garden for private use back of the house.

12. No lots 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 manner. Sewage disposal systems shall consist of sandfilters or when and if public sewage facilities become available shall consist of the use of public sewage facilities. All sewage facilities shall conform to and meet the requirements of the Adams County Board of Health.

13. No lot or street shall be used for commercial or private repair of any vehicle other than temporary repairs that can be completed within two days, and no wrecked, junk, disabled or non-use vehicles shall remain on any lot or street for more than two days.

14. These restrictions and covenants shall run with the land and shall be binding upon all parties and persons claiming then for a period of 30 years from the date of these restrictions and covenants are recorded, and shall be automatically extended for a successive period of ten years, and unless an instrument signed by a majority of the then owners of the lot has been recorded agreeing to change said restrictions and covenants in whole or in part.

15. Enforcement shall be proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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