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ADAMS COUNTY  
STATE OF ILLINOIS

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*[Signature]*  
COUNTY RECORDER

P.I.N 20-0-0529-000

Mays & W. ... & Anastas

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Charles M. Eaton, Jr. and Harry C. Eaton, as successor trustees of the Charles M. Eaton Declaration of Trust, Dated August 21, 1990, being the owner of the following described real estate:

Lots One (1) through Nine (9) of **Merebank Twelfth Addition**, a Subdivision of part of the Southwest Quarter of Section Seven (7) in Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois,

do hereby make and establish the following Protective Covenants which shall cover all Lots in said Merebank Twelfth Addition, and each and every part thereof, which covenants shall run with the land and shall be binding upon the parties hereto, and shall be binding upon each and every person, firm and Corporation claiming by, through or under them for a period of ten (10) years from the date hereof, at which time such covenants shall be extended automatically for successive periods of ten (10) years. They may not be amended for the first ten (10) year period. After such original term, they may be amended, suspended or removed by a two-thirds majority vote of the then owners of such lots, through a written instrument duly recorded in the Office of the Recorder of Deeds for Adams County.

In the event that Charles M. Eaton, Jr. and Harry C. Eaton, as successor trustees of the Charles M. Eaton Declaration of Trust, Dated August 21, 1990 or any person claiming by, through or under them, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other Twelfth Addition owner to Prosecute any proceedings at law or in equity against the person, firm or corporation violating or attempting to violate any such covenant and either to prevent him, her or it from so doing or to recover damages or other dues for such violation.

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

1. All lots shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stores in height, not intending to exclude hereby tri-levels and an attached garage. Lots may not be redivided except to increase the size of adjoining lots. If resubdivided, the appropriate adjoining lot combined with the redivided lot shall thereafter be treated as a single lot with side yard and other setback lines considered appropriately altered. No lot shall be divided to create any additional building lot or lots.

2. No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. In any event no building shall be located on any residential building plot nearer than twenty-five (25) feet to any side street line. An enclosed porch shall be considered a part of the main building for the purpose of this covenant.

3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than ten thousand (10,000) square feet or a width of less than ninety (90) feet at the front building set back line.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No dwelling shall be permitted on any lot at a cost of less than \$60,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality, workmanship, and materials substantially the same or better than at the minimum cost stated herein. No dwelling shall contain less than 1,700 square feet of living space, exclusive of garages, porches and patios, and no multilevel dwelling shall contain less than 1,200 square feet of living space on the ground floor level. No imitation stone, asphalt or rolled siding shall be used on the exterior of any dwelling. No pre fabricated or modular housing is allowed.

7. Easements are reserved as shown on the recorded plat

for utility location, construction, establishment, maintenance and operation and no permanent building or structure shall be erected on said easements.

8. No sign of any kind shall be displayed to the public view on any lot except one sign not more than five (5) square feet advertising the property for sale or rent and except signs used by a builder to advertise the property during the construction and sales period.

9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets, (not to exceed two (2) such pets per residence) may be kept provided they are not kept, bred or maintained for any commercial purpose.


10. No lot 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 material shall be kept in a clean and sanitary condition. All lots shall be mowed and weeds cut prior to, during and after construction. Any dirt excavated for the purpose of construction shall not be removed from the premises.

11. No commercial trucks, boats or any type of recreational vehicle, shall be kept, parked or stored within this subdivision unless same is kept, parked or stored inside a garage. This prohibition includes trailers and motor homes.

12. Fences may be constructed within this subdivision but the same shall not exceed six (6) feet in height and shall not extend nearer the street than the front line of any dwelling or the side line of any dwelling situated on any lot the side of which is adjacent to a street.

13. The retention pond or lake as shown on the recorded plat of subdivision shall be a private lake for the benefit of the lot owners adjoining it. "Adjoining lots" shall be defined as Lot 4 of Merebank 12th Addition and Lots 10 and 19 of Merebank 13th Addition. The owners of these lots shall be jointly responsible for the maintenance of the pond or lake, which shall include, but not be limited to, the dam, banks, drains and all aspects of the lake. They shall have the obligation to maintain the pond in its current condition, as of the time of the original recording of these covenants and may restrict the use of said pond or lake.

14. The lot owners responsible for the lake or pond, as defined above, may, at their discretion, form a not for profit corporation for the purpose of performing the function of fulfilling their obligations thereto. All Articles of



Incorporation, bylaws, officers and general operation of the corporation shall be at the discretion and responsibility of the affected lot owners.