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STATE OF ILLINOIS

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PROTECTIVE COVENANTS

  
COUNTY RECORDER  
Mays & Walden & Anastas

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 Ten (10) through Nineteen (19) of Merebank Thirteenth 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 Thirteenth 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 Thirteenth 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.

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.

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.

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.

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.

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.

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 1,500 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.

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.