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**PROTECTIVE COVENANTS FOR  
DEVELOPMENT OF SINGLE  
FAMILY DETACHED DWELLINGS  
ON LOTS 1 THROUGH 9  
OF SCHOFIELD ACRES**

VOLUME 92  
OF Misc.  
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*[Signature]*  
COUNTY RECORDER

**Towne & Country Abstract**

P.I.N. 14-0-0165-000

**WHEREAS**, Scott J. Schoonover and Mark G. Field, both married persons and neither of whose spouse has any homestead interest in the real estate described herein, are the owners of the following described real estate:

Lots One (1) through Nine (9) inclusive of Schofield Acres, a Subdivision described more particularly as follows:

A part of the Northeast Quarter of Section Fifteen (15), Township Two (2) South, Range Six (6) West of the Fourth Principal Meridian, Adams County, Illinois and being more fully described as follows:

Commencing at a point marking the Southwest corner of the Northeast Quarter of the aforementioned Section Fifteen (15); thence North 00 degrees 05 minutes and 11 seconds East along the West line of said Quarter Section a distance of 213.92 feet to the true point of beginning; thence continue North 00 degrees 05 minutes and 11 seconds East along the West line of said Quarter Section a distance of 558.33 feet; thence South 89 degrees 54 minutes and 49 seconds East (leaving said West line) 437.38 feet; thence South 00 degrees 05 minutes and 11 seconds West parallel with the West line of said Northeast Quarter a distance of 249.56 feet; thence South 71 degrees 05 minutes and 32 seconds West 16.18 feet; thence South 18 degrees 54 minutes and 28 seconds East 60.00 feet; thence North 71 degrees 05 minutes and 32 seconds East 90.37 feet; thence South 89 degrees 21 minutes and 52 seconds East 491.06 feet; thence South 00 degrees 05 minutes and 11 seconds West parallel with the West line of the Northeast Quarter of said Section 15 a distance of 281.29 feet; thence North 89 degrees 21 minutes and 52 seconds West 1018.14 feet to the point of beginning, containing 9.33 acres, more or less, with the above described subject to that portion now being used for public road purposes (2250E), as per survey in November of 1997 of Marvin J. Likes, Illinois Professional Land Surveyor #35-2150, situated in the County of Adams, in the State of Illinois.

**WHEREAS**, it is the desire and intention of the owners to sell the lots in the real estate described above and to impose on said Lots 1 through 9 mutual, beneficial restrictions for the benefit of said Lots 1 through 9 and the future owners thereof.

**NOW, THEREFORE**, Scott J. Schoonover and Mark G. Field, hereby declare that Lots 1 through 9 inclusive of the property described above are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvements, and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

**A. Purpose:** The purpose is to contribute to the establishment of the character of a neighborhood and to the maintenance of value levels through the regulation of type, size and placement of buildings, lot sizes, reservation of easements, and prohibition of nuisances and other land uses that might affect the desirability of a residential area.

**B. Effective Date:** These covenants shall take effect immediately upon the recording thereof and shall apply immediately to all of the above described real estate.

**C. Term and Amendment:** These covenants shall run with the land and shall be binding upon all the parties and persons claiming under them until January 1, 2018, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by agreement of eighty (80) percent of the then owners of the above described real estate or the several lots and parcels thereof it is agreed to change said covenants in whole or in part. In determining eighty (80) percent of the then owners each platted lot shall have one vote regardless of the number of owners of such lot.

**D. Violation and Enforcement:** If the parties hereto or any of them or their heirs or transferees or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot or parcel of said real estate to prosecute any proceeding at law or in equity against any party violating or attempting to violate any such covenant to prevent that party from so doing or to recover damages for such violation or violations or for such other legal or equitable relief as may be allowed. In addition, the party found to be in violation of any covenant shall be liable to the person or

persons prosecuting such violations for expenses of such prosecution including reasonable attorney's fees and other litigation expenses incurred. Any judgment against any party found to be in violation shall include the amount of such expenses in favor of the person or persons prosecuting such violation. The rights and responsibility for enforcement to these covenants is with each property owner.

**E. Covenants:** The covenants are as follows:

1. All platted lots shall be known as residential lots and all buildings constructed thereon are to be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling on a permanent foundation, connecting at floor level with no skirting, not to exceed two and one-half stories in height plus basement, and an attached garage for a maximum of two cars; and one permanent detached building or shed, constructed on a permanent foundation, not to exceed 20 feet in height, and 24 feet in width by 32 feet in length in size, constructed with a 4:12 pitch shingled roof.

2. No single-family residence shall be constructed on any lot which shall contain floor space, excluding porches, breezeways, patios, garages and basement, if any, of less than 1,000 square feet for one-story dwellings, or less than 1,500 square feet for two-story dwellings, with a minimum of 1,000 square feet on the first floor.

3. All exterior walls of residences shall be of either wood, brick, stone, or vinyl, and all residences shall have a 4:12 pitch shingled roof.

4. No part of any building shall be located on any lot nearer to the front or side lot lines or nearer to the side street line than the minimum building setback lines shown on the recorded plat. For the purpose of this covenant, steps, porches and decks shall be considered a part of the building.

5. All utility and cable lines providing service to the residence or other structure located on any lot shall be placed underground.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision Plat. Easements reserved on the recorded Plat for any purpose whatsoever shall remain as permanent easements for the benefit of all parties owning lots or parcels of land in said above-described tract of real estate. No permanent building or structure shall be erected thereon, nor shall any planting or other materials be placed or permitted to remain on said easements which

may damage or interfere with the installation or maintenance of utilities, or which may obstruct, retard or change the direction or flow of drainage channels in said easements.

7. No noxious or offensive activities shall be permitted or carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, mobile home or double trailer, whether or not located on a foundation, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

9. All dwellings and attached garages, and other buildings constructed on any lot must be completed and all parts thereof constructed of wood have at least two coats of paint or other preservative, within one (1) year from the date of beginning construction. Construction shall be considered to have begun on the date ground is broken for the construction of any portion thereof.

10. Inoperable motor vehicles shall not be kept or parked in the Subdivision, including streets and lots, at any time.

11. Trucks not to exceed two ton in size, boats, motorized recreational vehicles, attachable vans, mobile campers or similar equipment may be kept in the subdivision, provided they are parked on permanent off-street parking areas.

12. No commercial vehicle, construction vehicle, construction equipment, including semi-tractor trailers, backhoes, cranes or bulldozers, shall be permitted in the subdivision, which includes streets and lots. An exception to this Covenant will be allowed when such vehicles and equipment are necessary and utilized during building construction.

13. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property during the construction and/or sale.

14. 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 a combined total of two in number may be kept provided that they are not kept, bred or maintained for any commercial purpose.

15. No lot shall be used or maintained as a dumping ground for anything, including grass, rubbish, or other material. Trash, garbage or other waste shall not be kept except in sanitary containers, and no trash or garbage shall be burned or stored in burning barrels or other similar containers. All garbage cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition out of public view. All lots shall be kept in good appearance including the cutting of grass and weeds and removal of all rubbish, weeds and dead trees.

16. Excess dirt from excavating or grading shall be removed from the subdivision.

17. No businesses or commercial operations shall be maintained or permitted on any lot other than home offices, daycare activities, beauty shops and other businesses offering similar professional services, all of which shall be entirely confined within the residence. By way of clarification, no manufacturing, auto sales or other "store front" retail businesses or commercial operations shall be permitted.

18. All lots shall be kept in good appearance including the cutting of grass and weeds, and removal of all rubbish, weeds and dead trees, whether or not a residence has been constructed thereon.

19. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line and no more than six (6) feet in height.

20. Gravel driveways shall be permitted.

21. Flower and vegetable gardens shall be permitted provided that the same shall not exceed three hundred (300) square feet in size, and shall be kept in good appearance.

22. Lots may not be redivided except to increase the size of adjoining lots. If redivided, the appropriate adjoining lot combined with the redivided lot shall thereafter be treated as a single lot with side-yard and other set-back lines considered appropriately altered.

23. No antennae of any type shall be allowed on any lot, with the exception that one satellite dish not to exceed four feet in diameter shall be permitted.

24. If street lights are installed, each lot shall be responsible for and each lot owner agrees to pay upon request an equal share of the cost of operating and maintaining such street lights for the subdivision.

**F. Severability:** Each covenant shall be severable. That is, invalidation of any one of these covenants by a judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.