

FILED  
ADAMS COUNTY  
STATE OF ILLINOIS

2001 JUN 13 P 12:35

114784

VOLUME 93  
OF Misc.  
PAGE 677

  
CLERK RECORDER

**Dave Little**

*(Above for Recorder's use only)*

**PROTECTIVE COVENANTS**

**Terry Moore Construction, Inc.**, an Illinois corporation, is the owner of the following described real estate:

Lots One (1) through Seven (7) of the subdivision known as THE OAKS, situated in the Northwest Quarter of the Northeast Quarter of Section Nine (9), in Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, as shown on Plat of Survey recorded in Book 15 of Plats at page 1333.

Permanent Index Number: 20-0-0587-000

Said owner intends to sell lots from the above subdivision and to impose upon such lots the following covenants and restrictions for the benefit of all present and future owners thereof.

NOW, THEREFORE, Terry Moore Construction, Inc. hereby declares that all of the property described above is 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 sale and development of the lands and are established 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. Effective Date and Exception to Application:** These covenants shall take effect immediately upon the recording hereof and shall apply immediately to all of the above described real estate.

**B. 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, 2021, 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 thereof, it is agreed to change said covenants in whole or in part. In determining eighty

(80) percent of the then owners, each lot shall have only one vote regardless of the number of owners of such lot.

**C. Violation and Enforcement:** If any present or future owner of any of the above property 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 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 of these covenants is with each property owner.

**D. Covenants and Restrictions:** The covenants and restrictions are as follows:

1. Only residential structures may be constructed or located on Lots 1-6. No structure of a temporary character, trailer or mobile home, 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. Use of and construction on Lot 7 will be determined Terry Moore Construction, Inc..

2. Any permanent residential structure hereafter constructed on a lot shall be at least 1,400 square feet in above ground living area, and this does not include a finished basement or garage, but does include sun rooms or walkout family rooms. The front exterior of each home must have some brick and/or decorative front door, and the front exterior must be approved by an officer of Terry Moore Construction, Inc.

3. No single or double wide mobile or manufactured home will be allowed, regardless of the permanence of the foundation. A modular or premanufactured home is a qualifying residential structure but must be factory-built in two or more components to meet state and local building codes and then transported to the property site for final assembly.

4. An attached garage shall be permitted of not less than 500 square feet. One detached building will be allowed but must be of the same materials as house, except if the house is complete brick in which case the detached building must be of like kind shingles on the roof and with vinyl siding. No other building may be constructed or placed on a lot unless attached to the house or garage and of the same exterior material (see 14. below).

5. All driveway and walk ways shall be of concrete construction.

6. All lots shall have a 30 ft. minimum building setback line from its front property line and 10 ft. set-in from its side boundary line.

7. Construction of any residence or other structure in conformity with these covenants

shall be commenced within 1 year from date of purchase and completed within 90 days after start of construction. Extension of these times may be granted by Terry Moore Construction, Inc..

8. No lot shall be further subdivided, except that a lot may be divided between adjoining lot owners.

9. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the remaining lots. Any activity involving livestock, including pleasure horses, on the property is deemed a nuisance per se and shall constitute a violation of this provision. No activity shall be conducted on any lot which violates any health or environmental regulation, or zoning ordinance applicable to the property.

10. No animals shall be raised, bred, or kept on the property, except household pets (not to exceed two pets per residence). Pets shall be kept on the property and shall be constrained so not constitute a threat, potential danger, or nuisance to other residents in the subdivision. A structure built to enclose pets is prohibited. No pitbulls or other threatening and/or dangerous pets are allowed.

11. No lot shall be used or maintained as a dumping ground for anything, including garbage or other material, nor shall inoperable motor vehicles be kept on or parked in front of any lot for more than three days. Also, no lot shall be used for the business of repairing motor vehicles.

12. All incinerators or other equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary manner. Sewage septic systems shall conform to all health and environmental regulations.

13. Each lot shall be landscaped and maintained in a reasonable manner. Trees shall be planted so that the limbs from the trees, when the tree is fully grown, will not extend over onto an adjoining lot. Landscaping of each lot shall be completed for front area within one year following start of construction.

14. No commercial trucks, boats, or any type of recreational vehicle shall be parked in front of any lot.

15. No permanent building or structure shall be erected on any easements shown on the plat of subdivision.

16. Privacy fences may be constructed but shall not exceed 6 feet in height and located no closer than 5 feet of the side property lines. On the front of the property, such a fence may not be located in front of the building setback line.

17. Flower and vegetable gardens of not more than 300 square feet are permitted in the rear yard.

18. No signs shall be displayed on the property, except one professional sign of not more

than 2 square feet advertising the property during the construction period or when the property is being sold.

19. Any damage to the roadway, including curbs, other than that resulting from normal usage, which is caused by residents of a lot, or by their guests, shall be repaired at the expense of the owners of said lot. Such repair shall be completed within 90 days after the damage has occurred. The repair work shall be completed by a professional contractor which is qualified to provide such repairs.

20. 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.