

89/2001

TDD13

**PROTECTIVE COVENANTS FOR DEVELOPMENT OF  
SINGLE FAMILY DETACHED DWELLINGS  
OF CHESTERFIELD ESTATES FIRST ADDITION**

WHEREAS, Merchants Wholesale, Inc., an Illinois corporation, is the owner of the following described real estate:

See attached Exhibit A which by reference is made a part hereof.

WHEREAS, it is the desire and intention of the owner to sell the lots in the real estate described above and to impose on such real estate mutual, beneficial restrictions for the benefit of all the lands in the tract and the future owners of those lands.

NOW, THEREFORE, Merchants Wholesale, 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 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, 2010, at which time said covenants shall be automatically extended for successive periods of five (5) years unless by agreement of 80% 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 80% 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 expenses for 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. 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.
2. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
3. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property during the construction and/or sale period.
4. All platted lots shall be known as residential lots and all buildings constructed thereon are to be used for single family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height plus basement and an attached garage, which garage shall contain floor space of at least 550 square feet.
5. No businesses or commercial operations shall be maintained on the premises including but not limited to a day care center or other type of commercial operation. The only exception shall be a builder who may have occasional visitors reviewing plans, prices, sites, or other matters.
6. All dwellings and attached garage must be completed and have at least two coats of paint within one year from date of beginning construction. Included among the exterior items needing to be completed within a year are: concrete driveway, concrete sidewalks, yard grading and seeding, and landscaping.
7. To preserve the natural quality and aesthetic appearance of the existing geographic areas within the subdivision, all property lines shall be kept free and open to one another and no fences or walls shall be permitted on any lot or lot lines except for a small dog pen not larger than 30' x 30'.
8. Each one-story dwelling shall contain floor space, excluding porches, breezeways, garages and basement, if any, of at least 3000 square feet. All other dwellings shall contain floor space, excluding porches, breezeways garage and basement, if any, of at least 3000 square feet, being a minimum of 1500 square feet on the first floor.
9. All exterior sidewalls of all residences shall be of either wood, brick, or stone. No artificial materials (like aluminum or vinyl) shall be used on sidewalls.
10. 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 setback lines shown on the recorded plat, or for the zoning classification.
11. Easement for installation and maintenance of utilities, drainage facilities, and other purposes are reserved as shown on the Plats recorded on August 7, 1992. Easements reserved on the recorded plats for any purpose whatsoever shall remain as permanent easements to the benefit of all parties owning lots or

parcels of land in said above described tract of real estate and no permanent building or structure shall be erected on said easements.

12. Trucks of any size, boats, trailers of any kind, motorized recreational vehicles, attachable vans, mobile campers, or similar equipment may be kept in the Subdivision, which includes streets and lots, provided a permanent off-street, fully enclosed shelter (attached garage) is provided for housing therein and that such equipment is not kept outside thereof for a period exceeding 36 continuous hours. The only exception to this will be allowed when trucks or storage equipment are necessary and utilized during building construction.

13. 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 in number may be kept provided that they are not kept, bred or maintained for any commercial purpose.

14. No antennas of any type shall be allowed on the premises. Satellite dishes are permitted.

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. 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. 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 setback lines considered appropriately altered.

17. 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 street lights for the subdivision.

18. Each lot shall be subject to supervision by the architectural control committee as described below.

**F. The Architectural Control Committee:**

**1) Powers of Committee:**

(a) Generally: No dwelling, building structure or improvement of any type or kind may be constructed or placed on any lot in the subdivision without the prior written approval of the Architectural Control Committee. Such approval shall be obtained only after written application has been made to said Committee by the owner of the lot requesting authorization from the Committee.

(b) Power of Disapproval: The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(i) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;

(ii) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent buildings or structures;

(iii) The proposed improvement, or any part thereof would be, in the opinion of the Committee, contrary to the interests, welfare or rights of all or any part of the owners of other lots in the subdivision.

(c) Power to Grant Variances: The Committee may allow reasonable variances or adjustments of these restrictions where literal application thereof would result in unnecessary hardship, provided, however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these restrictions and also, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the subdivision.

2) Duties of Committee: The Committee shall approve or disapprove of proposed improvements within thirty (30) days after all required information shall have been submitted to it. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such refusal. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted to the Committee or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3) Composition of Committee: The Committee shall be composed of Daniel T. McLaughlin and Michael P. McLaughlin. Any vacancies from time to time existing shall be filled by appointment of the declarants. The Committee shall act by majority rule of the survivor or survivors of them.

4) Liability of Committee, Etc.: Neither the Committee nor any agent thereof, nor the declarants, nor the association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

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

In Witness Whereof, the said Daniel T. McLaughlin and Marcia Tushaus, the President and Secretary respectively of Merchants Wholesale, Inc., an Illinois corporation, owner of said tract, have caused these presents to be executed in its name and for and on its behalf, this August 7, 1992.

MERCHANTS WHOLESALE, INC.

By D. T. McLaughlin  
Its President

ATTEST:

Marcia Tushaus  
Its Secretary

STATE OF ILLINOIS )  
COUNTY OF ADAMS )

I, Tammy McKeown, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel T. McLaughlin and Marcia Tushaus, the President and Secretary, respectively, of Merchants Wholesale, Inc., a Corporation duly organized and existing under and by virtue of the laws of the State of Illinois, who are personally known to me to be the same persons whose names as such President and Secretary are subscribed to the foregoing instrument, as having executed the same in the name of and for and on behalf of said corporation, appeared before me this day in person and acknowledged that they, as such President and Secretary respectively and pursuant to power and authority in that behalf duly granted to them by the Board of Directors of said corporation, signed and sealed and delivered the said instrument as their free and voluntary act and deed as such President and Secretary respectively and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7th day of August, 1992.

OFFICIAL SEAL  
TAMMY McKEOWN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/22/95

Tammy McKeown  
Notary Public

Prepared by Loos & Siebers, Attorneys

**EXHIBIT A**

**Lots 11 through 18 inclusive of Chesterfield Estates First Addition,  
a subdivision of**

**A part of the Southwest quarter of the Northeast quarter of Section  
21 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:**

Beginning at the southeast corner of Chesterfield Estates, a subdivision of a part of the Southwest quarter of the Northeast quarter of said Section 21 as recorded in Book 14 of Plats at Page 1034 in the Office of the Adams County Recorder of Deeds, thence North 05° 35' 33" West along the east line of said Chesterfield Estates a distance of 388.68 feet, thence North 00° 32' 04" West along said east line 68.41 feet, thence North 07° 55' 01" East along said East line 388.15 feet, thence North 02° 38' 57" West along said east line 352.19 feet to the northeast corner of said Chesterfield Estates and a point on the north line of the Southwest quarter of the Northeast quarter of said Section 21, thence South 89° 53' 39" East along said north line a distance of 617.41 feet to the northeast corner of the Southwest quarter of said Northeast quarter, thence South 00° 10' 21" West along the east line of the Southwest quarter of said Northeast quarter a distance of 804.80 feet to a point on the westerly right of way of Illinois Route 336, thence South 50° 33 minutes 38" West along said right of way a distance of 360.97 feet, thence along said right of way following a circular arc to the right having a central angle of 31° 50' 57" a distance along said arc of 371.65 feet to the point of beginning, containing 14.827 acres.