

No. 15069 Filed this 30th., day of April A.D., 1962 at 11:00 o'clock A.M.  
RESTRICTIONS COVERING HEATHER HILL BLOCK #1

1. No building or part thereof shall be erected nearer front of lot or side of corner lot than building line(s) shown.
2. No building or part thereof, including swimming pool, shall be built within 15 feet of each side of any lot.
3. Only one one-family dwelling with attachments shall be built on one lot.
4. No dwelling is to exceed two stories plus basement.
5. Each one-story dwelling is to have a minimum of living floor space, excluding porches, breezeways, garages, basement, etc., of 1400 square feet.
6. Each one and one-half story dwelling, and each two-story dwelling, to have minimum of 1200 square feet on first floor, 500 square feet on second floor based on same exclusions as in No. 5.
7. Each bi-level or tri-level dwelling to have minimum of 1800 square feet based on same exclusions as in No. 5.
8. Roofs may be finished in asphalt, wood, metal, asbestos, tile, slate, gravel or stone, but not in roll roofing.
9. Exterior sidewalls shall be of standard materials such as wood, brick, wood shingles, stone, etc. No roll wall coverings or imitation brick or imitation shingle siding may be used.
10. No commercial establishments, such as but not limited to garages, stores, parking lots, warehouses, no churches, lodges, shops, taverns, restaurants nor factories nor office(s) of any kind may be established. No rooming or boarding houses nor schools of any kind shall be permitted to be erected or operated.
11. Fences may be erected but only of a decorative nature between front of dwelling and the front property line. Swimming pools exceeding 2 feet depth must be fully enclosed by a substantial and protective fence and gate.
12. All exterior tanks shall be placed underground.
13. No lot may ever be subdivided except as provided herein. Three adjoining lots may be changed to make two larger lots by dividing the center lot.
14. A basement or garage as part of a partially erected building or by itself shall not be occupied as temporary or permanent living quarters.
15. Change of lot terrain shall not exceed 2 feet average from front of building to front property line.
16. Each lot is subject to easement(s) as set forth on the recorded plat.

17. Each lot owner agrees to keep all grass and weeds cut, rubbish cleared, dead trees removed on all occupied or unoccupied lots, and otherwise to keep lots in good condition. If not, and after written notice by Trustees, pro rated cost will be considered a lien against any lot not following this restriction.

18. Septic tanks shall be installed and built in accordance with the Rules and Regulations of the Adams County Board of Health and the Statutes of the State of Illinois.

19. Each property owner agrees to connect to city water, CIPS Company gas and power when house is used as a residence or before.

20. The above Restrictions are covenants running with the land, and may be enforced by the lot owners and/or by the Trustees L. I. McEwen and Lucille K. McEwen who, it is agreed, will act as Trustees. Each lot shall constitute one vote and the majority vote shall apply. All changes or interpretations of said Restrictions shall be referred to the two Trustees with power. The decision of the Trustees shall be final. Said Trustees shall pass on all questions of interest to the property owners and all policies whether stated herein or not. The trusteeship may be discontinued by written agreement of owners of 75% of the lots after January 1, 1975.

Covering Block 1 of Heather Hill Sub-division, being a part of B.I. Chatten's Sub-division of the Northwest Quarter of section 18, township 2 south of the base line and in Range 8 west of the 4th P.M. situated in the County of Adams and the State of Illinois.

*L. I. McEwen*

State of Illinois) ss  
Adams County )

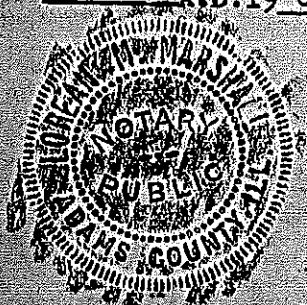
I, Lorean M. Marshall

A Notary Public, in and

for said County, in the State of Illinois, do hereby certify that L.I. Mc Ewan personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed the same, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of April

A.D. 19 62



*Lorean M. Marshall*  
Notary Public.