

TDD14

**PROTECTIVE COVENANTS FOR DEVELOPMENT OF
SINGLE FAMILY DETACHED DWELLINGS
OF HEATHER HILL SECOND ADDITION**

WHEREAS, LMN Corporation, 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, 2012, 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. Notwithstanding the foregoing, permission is hereby granted for an existing building approximately 20' x 20' to shed two horses.
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.
7. Each one-story dwelling shall contain floor space, excluding porches, breezeways, garages and basement, if any, of at least 1600 square feet. All other dwellings shall contain floor space, excluding porches, breezeways, garage and basement, if any, of at least 2000 square feet, being a minimum of 1400 square feet on the first floor and 800 square feet on the second floor.
8. All exterior sidewalls of all residences shall be of standard materials with at least 50% of the first floor exterior walls, excluding doors and windows, being either brick or stone.
9. 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.
10. Easement for installation and maintenance of utilities, drainage facilities, and other purposes are reserved as shown on the Plats recorded on _____ . 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.

11. 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.

12. 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.

13. No antennas of any type including, but not limited to, satellite dish antennas, shall be allowed on the premises.

14. 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.

15. 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.

16. Lot grading is to be in harmony with adjacent properties. Maximum grading elevation change between the location of the residence including garage and lot line shall not exceed one and one-half (1-1/2) feet at building perimeter from that established by developer. A variation from this requirement may be approved in writing by L. I. McEwen, President of LMN Corporation or other designated representative of LMN Corporation, on request.

17. All excess dirt from excavating or grading shall be placed on area property designated by L. I. McEwen, President of LMN Corporation, or other representative of LMN Corporation.

In Witness Whereof, the said L. I. McEwen and Lucille K. McEwen, the President and Secretary respectively of LMN Corporation, an Illinois corporation, owner of said tract, have caused these presents to be executed in its name and for and on its behalf, this June 29, 1992.

LMN CORPORATION

By L. I. McEwen
Its President

ATTEST:

Lucille K. McEwen
Its Secretary

STATE OF ILLINOIS)

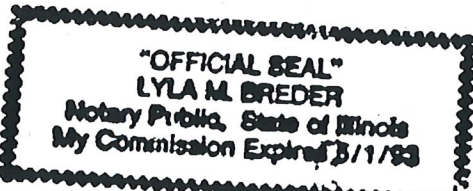
COUNTY OF ADAMS)

I, Lyla M Breder, a Notary Public in and for said County, in the State aforesaid, do hereby certify that L. I., McEwen and Lucille K. McEwen, the President and Secretary, respectively, of LMN Corporation, 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.

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Given under my hand and notarial seal, this 29th day of June, 1992.

Lyla M Breder
Notary Public



Prepared by Loos & Siebers, Attorneys

EXHIBIT A

Beginning at the southeast corner of Heather Hill, a subdivision of said Section 18 as recorded in Book 11 of Plats at Page 79 in the Office of the Adams County Recorder of Deeds, said point also being the southwest corner of a 0.0479-acre parcel adjoining and south of Lot 2 of Heather Hill First Addition, a subdivision of said Section 18 as recorded in Book 13 of Plats at Page 736 in said Recorder's Office, thence North 89 degrees 13 minutes 34 seconds East along the south line of said 0.0479-acre parcel a distance of 130.72 feet to the west line of Dunbarton Road and a point on the south line of said Heather Hill First Addition, thence along said south line following a circular arc to the right having a central angle of 03 degrees 21 minutes 44 seconds and a radius of 330.77 feet a distance along said arc of 19.41 feet, thence along said south line North 89 degrees 15 minutes 16 seconds East 173.90 feet to the southwest corner of Lot 10 of said Heather Hill First Addition, thence South 00 degrees 35 minutes 04 seconds West along the west line extended of said Lot 10 a distance of 204.09 feet to a point on a line described as parallel with and 442 feet northerly from the centerline of Payson Road, thence North 89 degrees 47 minutes 37 seconds West along said parallel line a distance of 329.02 feet to a point on the west line of Lot 9 of the aforesaid B. I. Chatten Subdivision, thence North 00 degrees 30 minutes 00 seconds East along said west line 218.70 feet to a point on the south line of the aforesaid Heather Hill subdivision, thence South 88 degrees 45 minutes 13 seconds East along said south line 27.21 feet to the point of beginning, containing 1.59 acres.