

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, Leslie I. McEwen and Lucille K. McEwen, husband and wife, being the owners of the herein-after described real estate do hereby make and establish the following Protective Covenants, which shall cover the following described real estate, all situated in the County of Adams and State of Illinois, to-wit:

Heather Hill First Addition, being a Subdivision of part of the Northwest Quarter of Section Eighteen (18) in Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams and State of Illinois.

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

These covenants shall run with the land and shall be binding upon all the parties and persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of five (5) years unless by agreement of 75% 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 75% of the then owners each and every owner of a lot or parcel of real estate shall have an equal right.

If the parties hereto or any of them or their heirs 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 the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages for such violation or violations.

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.

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.

No sign 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 for sale.

The invalidation of any one of these covenants by judgment or order of any court of record shall in no wise affect any of the other provisions or covenants herein contained.

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 not to exceed two stories in height and an attached garage, which garage shall contain floor space of at least 500 square feet.

All dwellings and garages must be completed and have at least two coats of paint within one year from date of beginning construction.

Fences may be erected but only of a decorative nature between front of dwelling and front of property lines. Swimming pools must be fully enclosed by a substantial and protective fence and gate.

No building shall be located on any lot nearer to the front lot line or nearer to the side of a corner lot line than the minimum setback lines shown on the recorded plat.

No one-story dwelling shall contain floor space, excluding porches, breezeways, garages and basement, if any, of less than 1500 square feet. All other dwellings shall contain floor space, excluding porches, breezeways, garages and basement, if any, of at least 1200 square feet on the first floor and 700 square feet on the second floor. All Bi-level and tri-level dwellings shall contain floor space, excluding porches, breezeways, garages and basement, if any, of at least 1900 square feet.

No swimming pool shall be located on any lot nearer to a side lot line than 15 feet.

All exterior sidewalls of all residences shall be of standard materials such as wood, brick, woodshingles, metal, stone, etc.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on therecorded plat. Easements reserved on the recorded plat 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.

All exterior tanks shall be placed underground. No individual sewer system or water system shall be permitted on any individual lot.

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.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All lots shall be kept in good appearance including the cutting of grass and weeds and removal of all rubbish, weeds and dead trees.



