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PROTECTIVE COVENANTS

MILL CREEK VALLEY

KNOW ALL MEN BY THESE PRESENTS, that we, Montgomery B. Carrott and Elizabeth K. Carrott, husband and wife, the owners of the following described real estate, situated in the County of Adams, in the State of Illinois:

A part of the Northwest Quarter of Section Twenty-one (21) in Township Two (2) South of the Base Line Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows to-wit: Commencing at a stone marking the Northwest Corner of said Northwest Quarter, thence North 89° 50' East along the North line of said Northwest Quarter 588.6 feet to the point of intersection of said North line and the centerline of State Route #96, thence South 30° 00' East along the center line of said Route #96 a distance of 889.96 to the true point of beginning, thence from said true point of beginning North 60° 00' East 77.02 feet, thence North 82° 51' East 130 feet, thence North 15° 42' East 120 feet, thence South 79° 33' East 363 feet, thence North 81° 27' East 193 feet, thence South 24° 44' East 301.67 feet, thence South 13° 57' West 138 feet, thence South 21° 48' East 238 feet, thence South 07° 26' West 160 feet, thence South 86° 26' West 307 feet, thence South 40° 11' West 116 feet, thence South 60° 00' West 100 feet to a point on the centerline of said Route #96 thence North 30° 00' West along said centerline 937.64 feet to the true point of beginning containing 13.16 Acres, situated in the County of Adams, State of Illinois;

said real estate having been subdivided into MILL CREEK VALLEY, a Subdivision, as shown in a Plat recorded in the Recorder's Office of Adams County, Illinois, in Book 13 of Plats on Page 515, containing Eleven (11) Lots numbered One (1) to Eleven (11), both inclusive, do hereby make and establish the following Protective Covenants which shall cover all lots in said MILL CREEK VALLEY, and each and every part thereof, which covenants shall run with the land and shall be binding upon the Parties hereto, and shall be binding upon each and every person, firm and corporation claiming by, through or under them for a period of Twenty-five (25) years from the date hereof, at which time such covenants shall be extended automatically for successive periods of Ten (10) years unless a majority of the then owners of such lots, through a written instrument duly recorded in the Office of the Recorder of Deeds, shall amend or suspend such covenants.

In the event that the undersigned or any person claiming by, through or under them, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person, firm or corporation owning any real estate in said MILL CREEK VALLEY, to prosecute any proceedings at law or in equity against the person, firm or corporation violating or attempting to violate any such covenant and either to prevent him, her or it from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than a detached single-family dwelling not to exceed two stories in height and every residence shall have a garage, either attached or unattached or a carport of suitable design, provided that no garage for any such home shall provide for more than three (3) cars.

No building shall be located nearer to the front lot line, boundary line, or nearer to the side street line than the building set back lines shown on the recorded plat, and no dwelling house or other building shall be placed or erected closer than Ten (10) feet to any side lot line. An enclosed porch shall be considered a part of the main building for the purpose of this covenant.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than six thousand (6,000) square feet or a width of less than sixty (60) feet at the front building set back line.

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.