

Cheshire 1st Addn

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, Dennis Eshom, as Trustee under the provisions of a Trust Agreement dated the 29th day of February, 1968, known as CHESHIRE HILLS TRUST, being the owner of the following described real estate:

7 Lots One (1) through Seven (7), both inclusive Block One (1); Lots One through Six (6), both inclusive, Block Two (2); Lots One (1) through Three (3), both inclusive, Block Three (3); and Lots One (1) through Thirteen (13), both inclusive, Block Four (4) in Cheshire Hills First Addition a Subdivision of part of the Southeast Quarter of Section Thirty-two (32), in Township One (1) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams and State of Illinois,

does hereby make and establish the following Protective Covenants, which shall cover all Lots in said Cheshire Hills First Addition, 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 it for a period of Twenty-five years from the date hereof, at which time such covenants shall be extended automatically for successive periods of ten 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 Dennis Eshom, as such Trustee, or any person claiming by, through or under it 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 Cheshire Hills First Addition 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 one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded Plat. In any event, no building shall be located on any residential building plot nearer than Twenty-five feet to the front lot line, nor nearer than Twenty-five feet to any side street 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 square feet or a width of less than Sixty 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 outbuilding 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.

No dwelling shall be permitted on any lot at a cost of less than \$20,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality, workmanship, and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. The exterior material of the first floor of such dwelling shall be at least Seventy-five per cent (75%) brick or stone.

Easements are reserved as shown on the recorded Plat for utility location, construction, establishment, maintenance and operation and no permanent building or structure shall be erected on said easements.

No sign of any kind shall be displayed to the public view on any lot except one sign not more than five square feet advertising the property for sale or rent and except signs used by a builder to advertise the property during the construction and sale period.

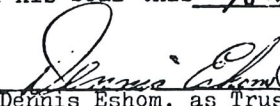
No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (not to exceed two such pets per residence) may be kept provided they are not kept, bred or maintained for any commercial purpose.

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.

No commercial trucks or boats shall be kept, parked or stored within this subdivision unless same is kept, parked or stored inside a garage.

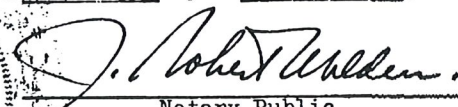
Fences may be constructed within this subdivision but the same shall not exceed Six (6) feet in heights and shall not extend nearer the street than the front line of any dwelling or the side line of any dwelling situated on any lot the side of which is adjacent to a street.

IN WITNESS WHEREOF, Said Dennis Eshom, as Trustee under the provisions of a Trust Agreement dated the 29th day of February, 1968 has hereunto set his hand and affixed his seal this 18th day of March, A.D. 1971.


Dennis Eshom (Seal)
Dennis Eshom, as Trustee
under the provisions of a
Trust Agreement dated the
29th day of February, 1968.

Subscribed and sworn to before me this 18th day of March, A.D. 1971.




Notary Public