

No. 30652 Filed on the 28th day of May 1969 at 2:40 P.M.

KNOW ALL MEN BY THESE PRESENTS, that we, William J. Weckbach and Margaret M. Weckbach, being the sole owners of the following described real estate:

Lots One (1) and Two (2) of Wm. J. Weckbach Subdivision said Subdivision being a part of the Northeast Quarter of the Northeast Quarter of Section One (1) in Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams and State of Illinois;

do hereby make and establish the following protective covenants, which shall cover all lots in said Wm. J. Weckbach Subdivision 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 us, or either of us, for a period of twenty-five years from the date hereof, at which time such covenants shall be extended automatically for successive period 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 either of us, or any person claiming by, through or under us, or either of us, 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 Wm. J. Weckbach Subdivision 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.

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 three cars, provided that split-level houses not to exceed five levels shall be permitted.

No building shall be located nearer to the front lot line or nearer to the side lot 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 (25) feet to the front lot line, nor nearer than ten (10) feet to any side lot line;

None of said lots shall be divided.

No trade or mercantile business shall be carried on upon any of said lots; no professional or commercial activity shall be carried on upon any of said lots.

No trailer, tent, shack, barn or other outbuilding (other than contractor's construction shed) shall at any time be permitted nor shall any structure of a temporary character be used as a residence.

No dwelling shall be erected on any of said lots in which the ground floor area of the main structure, exclusive of one story open porches, breeze-ways and garages shall be less than 1200 square feet.

No fence or hedge shall be erected, placed or suffered upon any of said lots which shall exceed six feet in height.

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.

Garages shall conform in character and design to the main structure.

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 sales period.

No livestock for commercial purposes shall be raised or permitted.

No fuel tanks shall be exposed above the surface of the ground unless adequately screened from view.

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.

IN WITNESS WHEREOF, the parties hereto have hereunto signed their names and affixed their seals this 20th day of May, 1969.

X William J. Weckbach

X Margaret M. Weckbach

Subscribed and sworn to before me this 20th day of May,



Rosalie Janzen
Notary Public