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PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that we, Charles E. House and Kathleen M. House, husband and wife, being the owners of the hereinafter 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:

Lots One (1) through Six (6) in Block One (1); Lots One (1) through Eleven (11) in Block Two; Lots One (1) through Seventeen (17) in Block Three (3), and Lots One (1) through Nine (9) in Block Four (4) in Briarwood Subdivision First Addition, an Addition to the Village of Payson, 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 for a period of five (5) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of five (5) years unless by agreement of a majority 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 the majority 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.

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 and there shall be no more than one residence built on each lot except that said lots may be redivided so as to increase the size of any lot or decrease the size of any lot, but no lot shall be decreased in size to less than the average square feet contained in said residential lots, except that said lots may be used for public schools, elementary and high schools and educational institutions having curriculum the same as ordinarily given in public schools and for purposes incidental thereto including the erection and maintenance of buildings and playground facilities.

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.

All dwellings and garages must be of standard materials and 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 and no more than five feet in height.

No one story dwelling shall contain floor space, excluding porches, breezeways, garages and basement, if any, of less than 1000 square feet. All other dwellings shall contain floor space, excluding porches, breezeways, garages and basement, if any, of at least 1650 square feet, being a minimum of 1000 square feet on the first floor and 650 square feet on the second floor.

No building shall be erected on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines as shown on the recorded plat.

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

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 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 professional sign not exceeding 2 square feet in size.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Each lot shall have one tree planted for each 10,000 square feet of ground. All lots shall be kept in a good appearance including the cutting of grass and weeds and removal of all rubbish, weeds and dead trees.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be not 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 boat, trailer, camper or other unsightly object shall be parked, stored or permitted to remain on any lot for a period in excess of twenty-four hours unless the same is kept inside the garage.

IN WITNESS WHEREOF, the said Charles E. House and Kathleen M. House, husband and wife, have caused these presents to be executed and their seals thereto affixed, this 9th day of October, A.D. 1975.

Charles E. House (SEAL)
Charles E. House

Kathleen M. House (SEAL)
Kathleen M. House

STATE OF ILLINOIS)
) ss.
COUNTY OF ADAMS)

I, Lyla Mardell Breder, a Notary Public, in and for said County and State aforesaid, do hereby certify that Charles E. House and Kathleen M. House, husband and wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of October, A.D. 1975.

Lyla Mardell Breder
Notary Public

PREPARED BY
Loos & Schnack