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PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Charles M. Eaton and Elizabeth C. Eaton, being the owner of the following described real estate:

Lots One (1) through Thirteen (13) of Merebank Fifth Addition, a subdivision of part of the Southwest Quarter of Section Seven (7) and 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, Adams County, Illinois,

do hereby make and establish the following Protective Covenants, which shall cover all Lots in said Merebank Fifth 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 them 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 Charles M. Eaton and Elizabeth C. Eaton 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 Merebank Fifth 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.

All lots shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, not intending to exclude hereby tri-levels, and an attached garage.

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 ten thousand square feet or a width of less than Ninety 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 \$38,000.00, 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 dwelling 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. No dwelling shall contain less than 1,500 square feet of living space, exclusive of garages, porches and patios, and no multi-level dwelling shall contain less than 1,200 square feet of living space on the ground floor level. No imitation stone, asphalt or rolled siding shall be used on the exterior of any dwelling.

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 sales 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. All lots shall be mowed and weeds cut prior to, during and after construction.

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

Fences may be constructed within this subdivision but the same shall not exceed six (6) feet in height 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 the street.

IN WITNESS WHEREOF, Charles M. Eaton and Elizabeth C. Eaton have caused their names to be signed this 24th day of OCTOBER, A.D. 1973.

Charles M. Eaton
Charles M. Eaton

Elizabeth C. Eaton
Elizabeth C. Eaton

STATE OF ILLINOIS, }
COUNTY OF ADAMS, } SS.

I, J. ROBERT WALDEN a Notary Public in and for said County, in the State aforesaid, do hereby certify that Charles M. Eaton and Elizabeth C. Eaton personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument including the release and waiver of right of Homestead, as their free and voluntary act, for the uses and purposes therein set forth.

Given Under My Hand and Notarial Seal, this 26th day of OCTOBER, A.D. 1973.

J. Robert Walden
Notary Public

