

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 Twenty-eight (28) in Block Four (4);  
Lots One through Eleven (11) in Block Five (5) and Lots  
One (1) through Four (4) in Block Six (6) in Briarwood  
Subdivision, 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 person owning any lot or parcel of said real estate to prosecute any proceeding at law or in equity against the persons 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.

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 lot shall be used for other than residential purposes. No sign of any kind shall be displayed to the public view on any lot except one professional sign not to exceed two feet square.

No peddling, soliciting, or any form of commercial enterprise will be permitted. Neither the resident's site, nor the above described real estate, nor its address shall be used for any business or commercial purpose.

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.

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 kept in good appearance, including the cutting of grass and weeds and removal of all rubbish, weeds and dead trees. One tree shall be planted on each lot.

No travel trailer, pickup camper, inoperable car or similar item shall be stored upon any lot, unless the same is kept in the garage.

Storage sheds are allowed on the lots if of neat and artistic design.

All trailers shall be skirted to the ground and be set on concrete pads.

Each lot shall have a gravel drive of not less than 10 feet in width.

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 2nd day of May, A.D. 1975.

PREPARED BY

Loos & Schnack

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 2nd day of May, 1975.

Lyla Mardell Breder  
Notary Public