

East Villa Sub

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, Robert G. McNutt and Mary F. McNutt, husband and wife, being the owners of the following described real estate:

Lots One (1) through Twelve (12), both inclusive, all in East Villa, a Subdivision of part of Lot Six (6) of A. Scarborough's Subdivision of part of the South Half of Section Eight (8) and part of the Northwest Quarter of Section Seventeen (17), Township Three (3) South, Range Seven (7) West of the Fourth Principal Meridian, being now located in the Village of Payson, Adams County, Illinois,

do hereby make and establish the following protective covenants which shall cover all of said Lots One (1) through Twelve (12), both inclusive, in said East Villa Subdivision, and each and every part thereof.

These covenants shall take effect immediately upon the recording hereof.

These covenants shall run with the land and shall be binding upon all parties and persons claiming under them until January 1, 1993, at which time said covenants shall be automatically extended for successive periods of five (5) years unless by agreement of the then owners of the several lots in said East Villa Subdivision, it is agreed to change said covenants in whole or in part. In determining a majority of the then owners, each and every owner of a lot in said East Villa Subdivision shall have an equal right.

If the undersigned or their heirs, devisees 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 in said East Villa Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages for such violation.

The invalidation of any one of these covenants by judgment or order of any Court of record shall in nowise affect any of the other covenants, which shall remain in full force and effect.

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain

on any of Lots One (1) through Eleven (11) other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three (3) cars. On Lot Twelve (12) a multi-family dwelling may be erected.

All dwellings and garages must be completed, and those of frame construction have at least two (2) coats of paint, within eighteen (18) months from the date of beginning construction.

No dwelling shall be permitted on any lot which shall contain less than ten hundred (1000) square feet in area, exclusive of the garage.

No building shall be located on any lot nearer to the front line than thirty (30) feet nor nearer to the side lines than ten (10) feet.

No noxious or offensive 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 structure of a temporary character, trailer, mobile home, 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 fence extending more than six (6) feet above ground level may be constructed on any lot.

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 may be kept provided that 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 be kept 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, Robert G. McNutt and Mary F. McNutt, husband and wife, the said owners of said East Villa Subdivision,

have caused these presents to be executed and their seals hereto
affixed this 12th day of Sept., A.D. 1972.

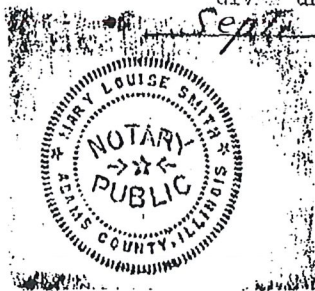
Robert G. McNutt (SEAL)

Mary F. McNutt (SEAL)

STATE OF ILLINOIS)
COUNTY OF ADAMS) SS:

I, Mary L. Smith, a Notary Public in and
for said County, in the State aforesaid, do hereby certify that
Robert G. McNutt and Mary F. McNutt, husband and wife, who are
personally known to me to be the same persons whose names are sub-
scribed 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 as their free and
voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day
Sept., A.D. 1972.



Mary L. Smith
Notary Public