

Evergreen Terr

No. 11276 Filed this 13th day of July A.D., 1966 at 2:54 o'clock P.M.

KNOW ALL MEN BY THESE PRESENTS, that we ELMER J. DREYER and FAUNDA M. DREYER being the sole owners of the following described real estate:

Lots One (1) through Eighteen (18) of Evergreen Terrace, a Subdivision of Lot Four (4) in the Northwest Quarter of Section Twenty-four (24) in Township One (1) South of the Base Line, Range Nine (9) 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 Evergreen Terrace 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 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 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 Evergreen Terrace 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.

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.

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.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than twenty thousand square feet or as approved by the City Council or a width of less than sixty 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 any 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 which has less than 1200 square feet of living area, exclusive of garages or porches; nor shall any garages of less than 14 feet by 20 feet be permitted on any lot.

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 house-hold 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.

IN WITNESS WHEREOF, the parties hereto have hereunto signed their names and affixed their seals this 12th day of July 1966.

Paul M. Meyer
Charles J. Meyer

Subscribed and sworn to before me this 12th day of July, A. D. 1966.



Roach Jensen
Notary Public