

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, E. W. HUFFORD and RUTH M. HUFFORD, being the sole owners of the following described real estate:

Lots Five (5) through Ten (10), both inclusive, in Hufford Estates, being a part of the South half of the East half of the Southeast Quarter of Section Sixteen (16) in Township One (1) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian in Adams County, Illinois,

do hereby make and establish the following protective covenants:

1. All lots shall be known and described as "restrictive lots". No residential building shall be erected, altered, placed or permitted to remain on any lot other than one single story family dwelling house, with the exception of a split-level house, and each house shall have at least a one-car attached garage.
2. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 980 square feet.
3. The front foundation of the dwelling house shall be located on the building setback line premises fifty (50) feet from the front property line on all lots and no building shall be located nearer to the side street line than the minimum building setback lines shown on the recorded plat. For the purposes of this covenant, steps and porches without roofs shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot, either physically, by way of surface water drainage, or by light and air. No dwelling house or other building shall be placed or constructed any closer than ten feet to any side lot line or rear lot line.
4. 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, and no house trailer or so-called double trailer, whether on a foundation or not, shall be placed on any lot any time.
5. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, cats or other household pets may be kept provided that they are not kept or maintained for any commercial purpose.
7. 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. Each lot shall be mowed and weeds cut at all times, and said lots shall be neat in appearance at all times. No dirt shall be removed from the subdivision without the written consent of the developer or in the event of his death, by his executors, administrators or heirs, so long as any lot remains vacant.

8. Septic tanks shall be installed in the rear yard of each lot, and wells shall be located in the front yard of each lot.

9. The erection of fences and hedges shall be limited to forty-eight inches in height and said fences shall be of open construction and be of neat appearance. All outbuildings shall conform in construction and appearance with the dwelling house.

10. Invalidation of any one of these covenants by judgment or Court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

11. In the event that the undersigned, or any person claiming by, through, or under him shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person, firm or corporation owning real estate in said subdivision to prosecute any proceeding at law or in equity against the person or persons, violating or attempting to violate any such covenants; and either to prevent him, or them, from so doing or to recover damages or other dues for such violation.

12. These covenants are to run with the land and shall be binding on all persons or parties claiming under them until Jan. 1, 1970, at which time such covenants shall be automatically extended for periods of ten years, unless, at any time, by a vote of the majority of the lots hereinabove described, each lot having one vote, it is agreed to change said covenants in whole or in part.

IN WITNESS WHEREOF, the said E. W. HUFFORD and RUTH M. HUFFORD, owners of said tract, have caused these presents to be executed and their seals hereto affixed this 5th day of August, A.D., 1969.

E. W. Hufford

Ruth M. Hufford

STATE OF ILLINOIS)
COUNTY OF ADAMS) SS

I, Shela D. Bigger, a Notary Public in and for said County in the State aforesaid, do hereby certify that E. W. Hufford and Ruth M. Hufford who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.



Given under my hand and Notarial Seal this 5th day of August, A.D. 1969

Shela D. Bigger
Shela D. Bigger - Notary Public