

No. 20686 Filed this 14th, day of November A.D., 1967 at 10:00 o'clock A.M.

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, Emerson E. Griswold and Edna F. Griswold, 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:

Lots One (1) and Two (2) in Park Road Subdivision, a Subdivision of part of the Southwest Quarter of Section Twenty-three (23), in Township One (1) North of the Base Line, in Range Six (6) West of the Fourth Principal Meridian, 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 unless by agreement 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.

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 persons owning any lot or parcel of said real estate to prosecute any proceeding at law or in equity against the person 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.

No lot shall be used for other than residential purposes. No buildings 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 and an attached private garage. No lot shall be subdivided or decreased in size.

All dwellings and garages must be completed and have at least two coats of paint within one year from date of beginning construction and all driveways shall be either concrete or blacktop or gravel.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line and no more than four feet in height.

No dwelling shall contain floor space, excluding porches, breezeways, garages and basement, if any, of less than 1200 square feet at ground level.

All dwellings and garages must be completed and have at least two coats of paint within one year from date of beginning construction and all driveways shall be either concrete, blacktop or gravel.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line and no more than four feet in height.

No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of equality of 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 for the minimum permitted dwelling size.

No dwelling shall contain floor space, excluding porches, breezeways, garages and basement, if any, of less than 1650 square feet. All dwellings shall be constructed of brick or stone, including exposed or walk-out basements.

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum set-back lines shown on the recorded plat. No dwelling shall be located nearer than 10 feet to an interior lot line. No dwelling or building shall be located on any interior lot nearer than 10 feet to the rear lot line. For the purpose of these covenants, eaves, steps and open porches shall not be considered as a part of a building.

No clothes line post or non-ornamental fixture shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum set-back lines shown on the recorded plat nor located nearer than five feet to an interior lot line nor located on any interior lot nearer than 10 feet to the rear lot line.

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 abovedescribed tract of real estate and no permanent building or structures shall be erected on said easements.

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 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.

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.