

(1)

No. 13272 Filed this 17th day of October A.D., 1966 at 10:21 o'clock A.M.

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that I, LAWRENCE H. TALKEN, being the sole owner of the following described real estate:

Lots One (1) to Thirty-three (33), both inclusive, in Prairie Ridge Subdivision, being a part of the South Half of the Southwest Quarter of Section Eight (8), in Township Two (2) South of the Base Line, in 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 except Lots One (1) and Two (2), in the tract shall be known and described as "restrictive lots." Said lots One (1) and Two (2) shall not be affected by these protective covenants. No residential building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling house, with the exception of a split-level house, and each house shall have at least a one-car attached garage.

Each dwelling house shall have a light-colored roof with a minimum roof pitch of 3 to 12 (three inch rise to each foot of roof).

All driveways must be constructed with reenforced concrete from curbing to 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 (forty feet from the front property line on all lots except Lots 16, 17, 18, 19, 20 and 21 on which the building setback lines are 60 feet from the front property line), 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 a 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 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. Each dwelling house must have constructed within sixty days of the time that it is completed as a dwelling house, an outdoor gas post light in the front yard, exactly twelve feet from the curb line of the street in front of said house, and said light shall be in operation at all times thereafter.

9. Septic tanks shall be installed in the rear yard of each lot, and wells shall be located in the front yard of each lot, except Lots 16, 17, 18, 19, 20 and 21, on which the location of the well and septic tank shall be reversed.

10. No dwelling house shall be erected or placed on any lot until the name of the contractor, construction plans, and plans showing the location of the main structure on the lot have been approved in writing by the duly signed statement of Lawrence H. Talken, owner of the real estate herein described, or in the event of his death, by his executors, administrators or heirs, as the case may be, and no structural alteration of said residence shall be made after the said approval is given without the written consent of the said Lawrence H. Talken, or in the event of his death, his executors, administrators or heirs. Written consent shall not be required for interior alterations or minor exterior alterations.

The approval or disapproval as required in these covenants shall be in writing; in the event that approval or disapproval is not obtained within thirty days after plans and specifications have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been complied with. A written receipt showing receipt of the name of the contractor, the plans and the location of the main structure on the lot, signed by Lawrence H. Talken, or in the event of his death, his executors, administrators or heirs, shall be sufficient evidence to show that said Lawrence H. Talken, his heirs, representatives, as is the case, received said information. Lawrence H. Talken, present owner of the real estate herein described, nor his executors, administrators, or heirs shall be entitled to any compensation for services performed pursuant to this covenant.

11. Any dwelling house which may be built on any of said lots shall be under permanent roof, and the exterior shall be completely finished within one year from the date the construction of said dwelling house is commenced. Construction of any garages or outbuildings must be completed within a reasonable time after said construction is commenced and no garage or outbuilding is to remain unfinished or in neglect of repair.

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.

12. 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.

13. 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.

14. These covenants are to run with the land and shall be binding on all persons or parties claiming under them until January 1, 1967, 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 Lawrence H. Talken, owner of said tract, has caused these presents to be executed and his Seal hereto affixed this 4 day of Oct, 1966.

Lawrence H. Talken

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF ADAMS )

I, Russell R. Goehl, a Notary Public in and for said County in the State aforesaid, do hereby certify that Lawrence H. Talken, a widower, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth.

Given under my Hand and Notarial Seal this 4th day of October, A. D. 1966.



Russell R. Goehl  
Russell R. Goehl, Notary Public