

PROTECTIVE COVENANTS

PRAIRIE VIEW

Know all men by these presents, that we Charles D. Miller and Viola C. Miller, husband and wife and Carl G. Churchill and Shirley J. Churchill, husband and wife, the owners of the following described real estate, situated in the County of Adams, in the State of Illinois:

Lots One (1) through Nine (9) inclusive of Prairie View, a Subdivision of part of the North Fifty (50) acres of the Northeast Quarter of Section Twenty (20) in Township Two (2) South of the Base Line, Range Six (6) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois,

do hereby make and establish the following Protective Covenants which shall cover all the above described real estate, which covenants shall run with the land and shall be binding upon the parties hereto, and upon each and every person claiming by, through or under them for a period of 25 years from the date hereof, at which time such covenants shall be extended automatically for successive periods of 10 years unless a majority of the then owners of such lots, through written instrument duly recorded in the Recorder's Office shall amend or suspend such covenants.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed 1½ stories in height excluding basement or foundation, and a private garage, for not more than two cars.

2. Minimum building setback lines from street property line to be as indicated on plat and ten feet from side lot lines.

3. No building shall be permitted of less than 1000 square feet, exclusive of attached porches or garages and basements.

4. The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as necessary for the construction of improvements shall be permitted.

5. Easements for installing and maintenance on utilities and drainage facilities are reserved as shown on plat. Within these easements, no structure, fence, planting, or other materials shall be placed or permitted to remain which may change the direction or flow of water through drainage channels within the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot, and all the improvements on it shall be maintained continuously by the owner of the lot except for improvements for which a public authority or utility company is responsible.

6. No structure of a temporary character, trailer, tent, shack, barn or outbuilding shall be used on any lot at any time for a residence either permanently or temporarily.

7. 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 the builder during the construction and sales period.

8. 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 not to exceed two in number may be kept provided that they are not kept, bred or maintained for any commercial purpose.

9. No lots 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 materials shall be kept in a clean and sanitary manner. Sewage disposal systems shall consist of septic tanks or when and if public sewage facilities become available shall consist of the use of public sewage facilities. All sewage facilities shall conform to and meet the requirements of the Adams County Board of Health.

10. No lot or street shall be used for commercial or private repair of any vehicle other than temporary repairs that can be completed within two days, and no wrecked, junk, disabled or non-used vehicles shall remain on any lot or street for more than two days.

11. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

12. Invalidation of any one or more of these restrictions and covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

In Witness whereof, we have hereunto set our hands and affix our seals this 8th day of October, A.D. 1970.

Charles D. Miller (Seal)
Charles D. Miller

Viola C. Miller (Seal)
Viola C. Miller

Carl G. Churchill (Seal)
Carl G. Churchill

Shirley J. Churchill (Seal)
Shirley J. Churchill

STATE OF ILLINOIS)
)SS
COUNTY OF ADAMS)

I, Ramona Churchill, a Notary Public in and for said County in the State aforesaid, do hereby certify that Charles D. Miller and Viola C. Miller, husband and wife and Carl G. Churchill and Shirley J. Churchill, husband and wife who are personally known to me to be the same persons whose names are affixed 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 8th day of October, 1970.



Ramona Churchill
Notary Public