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PROTECTIVE COVENANTS

Elbert Teffertiller and Alice Teffertiller, McLeansboro, Illinois, owners of the West Meadow Hills Addition and Meadow Hills Third Addition to the City of McLeansboro, being:

West Meadow Hills Addition - A part of the West One-half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Sixteen (16), Township Five (5) South, Range Six (6) East of the Third Principal Meridian, Hamilton County, Illinois: Beginning at a concrete monument 660 feet West of the Southeast Corner of the Southeast Quarter of the Southeast Quarter of Section 16, Township 5 South, Range 6 East of the Third Principal Meridian, Hamilton County, Illinois; thence West 320 feet to a concrete monument; thence North 1305 feet to a concrete monument and the South line of a Public Road; thence East along the South line of said Public Road 320 feet to a concrete monument and the Northwest Corner of Meadow Hills Addition; thence South along the West line of said Meadow Hills Addition 1305 feet to the place of beginning,

Meadow Hills Third Addition - A part of the West One-half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Sixteen (16) and the North One-half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty-one (21), all in Township Five (5) South, Range Six (6) East of the Third Principal Meridian, Hamilton County, Illinois: Beginning at a point 90 feet South of the Northeast Corner of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty-one (21) and run thence South 370 feet; thence West 1160 feet; thence North 460 feet to the Section Line between Section 21 and Section 16 and continue North 1305 feet to the South side of Public Road; thence East 180 feet; thence South 1305 feet; thence East 910 feet; thence South 90 feet; thence East 70 feet to the point of beginning, containing 12.1 acres in Section 21 and 5.4 acres in Section 16 or a total of 17.5 acres;

herewith establishes these protective covenants for said Additions for the purpose of creating and maintaining attractive and harmonious homesites, and to maintain value levels through the regulation of type, size and placement of buildings in said Additions.

1. EXTENT OF COVERAGE. The covenants herein set forth shall apply to the entire West Meadow Hills Addition and Meadow Hills Third Addition to the City of McLeansboro.

2. LAND USE AND BUILDING TYPE. All lots in the additions shall be known and described as residential lots. No lot shall be used except for 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 a private garage.

3. LOT SIZE. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7000 square feet or a width of less than 60 feet at the front building setback line.

4. DWELLING SITE. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than:

- One story dwelling, without basement - 900 sq. ft.
- One story dwelling, with basement - 900 sq. ft.
- One and One-half story dwelling, without basement - 800 sq. ft.
- One and One-half story dwelling, with basement - 800 sq. ft.
- Two story dwelling - Ground floor - 800 sq. ft.

5. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plats. In any event, no dwelling shall be located on any lot nearer than 25 feet to, or further than 35 feet from, any front lot line or side street line. Buildings upon any two adjacent lots fronting the same street shall have a set-back distance differential of at least two feet. No building shall be located nearer than five feet to an interior lot line. For the purposes of this covenant, eaves, steps, and open porches 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.

6. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and

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specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

The architectural control committee is composed of Elbert Teffertiller and Alice Teffertiller. In the event of death or resignation of either of them, the remaining member shall have full authority to designate a successor.

7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats, and over the rear five feet on each lot.

8. NUISANCES. 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.

9. ANIMALS, LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that household pets may be kept provided that they are not kept, bred, nor maintained for any commercial purpose.

10. TEMPORARY STRUCTURES. 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.

11. GARBAGE AND REFUSE DISPOSAL. 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.

12. TERM. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them

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for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

13. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any covenant either to restrain violation or to recover damages.

14. SEVERABILITY. 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of May, 1978.

Elbert Teffertiller
Elbert Teffertiller

Alice Teffertiller
Alice Teffertiller

STATE OF ILLINOIS)
) SS.
COUNTY OF HAMILTON)

I, Cathy Ann Anselment, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that ELBERT TEFFERTILLER and ALICE TEFFERTILLER, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 2nd day of May, A.D. 1978.



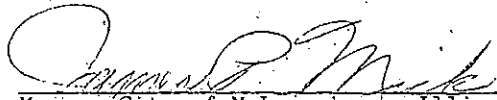
Cathy Ann Anselment
Notary Public

My Commission Expires: 10-27-79

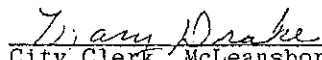
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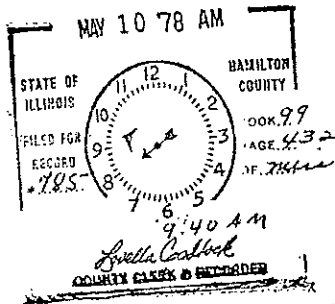
APPROVAL OF PROTECTIVE COVENANTS

The foregoing Protective Covenants for the West Meadow Hills Addition and Meadow Hills Third Addition to the City of McLeansboro, Illinois, are hereby approved by the City of McLeansboro, Illinois.


Mayor, City of McLeansboro, Illinois

ATTEST:


City Clerk, McLeansboro, Illinois



This Instrument prepared by: Bonan & Bonan Chartered
North Side Square
McLeansboro, Ill. 62859