

No. 157498 Filed this 9th day of April A.D. 1954 at 2:41 o'clock P.M.
No. 158998 Refiled this 27th day of May A.D. 1954 at 2:03 o'clock P.M.

KNOW ALL MEN BY THESE PRESENTS, that we, Steven U. Brooks and Virginia Brooks, husband and wife; Donald Callahan and Margaret T. Callahan, husband and wife; Ralph C. Genenbacher and Esta L. Genenbacher, husband and wife; Marshall W. Windsor and Emma S. Windsor, husband and wife; Richard L. Walz and Mallyn C. Walz, husband and wife, being the sole owners of the following described real estate:

Lot Sixteen (16); Lots Eighteen (18) through Twenty-five (25) inclusive; Lots Twenty-seven (27) through thirty-one (31), inclusive; Lots Thirty-six (36) through Forty-four (44), inclusive, of Hickory Grove Subdivision, a Subdivision of part of the Southwest Quarter of the Southwest Quarter of Section Thirty-four (34) in Township One (1) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams and State of Illinois,

do hereby make and establish the following protective covenants, which shall cover all lots above-mentioned in said Hickory Grove Subdivision, and each and every part thereof, which covenants shall run with the land and shall be binding upon the parties hereto, and shall be binding upon each and every person, firm and corporation claiming by, through or under us, or either of us, until December 31, 1970, at which time such Covenants shall be extended automatically for successive periods of ten years unless a majority of the then owners of such lots through a written instrument duly recorded in the office of the Recorder of Deeds shall amend or suspend such covenants.

In the event that any of us, or any person claiming by, through or under us, or any of us, shall violate or attempt to violate any of the Covenants herein contained, it shall be lawful for any other person, firm or corporation owning any real estate in said Lots in said Hickory Grove Subdivision to prosecute any proceedings at law or in equity against the person, firm or corporation violating or attempting to violate any such covenant and either to prevent him, her or it from so doing or to recover damages or other dues for such violation.

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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.

No structures shall be erected, altered, placed, or permitted to remain on any residential building plat other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than twenty-five feet to the front lot line, nor nearer than twenty-five feet to any side street line.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than seventeen thousand five hundred square feet.

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No dwelling shall be erected on any of said lots in which the ground floor area of the main structure, exclusive of one story open porches and garages shall be less than 750 square feet. Said construction is to conform to the minimum FHA requirements from time to time in existence, and to be of frame, brick, stone or Stucco, roofs to be wood, composition, asphalt, tile or slate.

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Easements are reserved as shown on the recorded plat for utility location, construction, establishment, maintenance and operation and no permanent building or structure shall be erected on said easements.

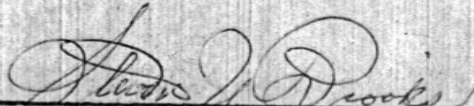
Garages shall conform in character and design to the main structure.

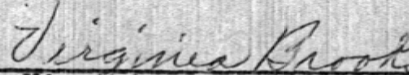
No sign of any kind shall be displayed to the public view on any lot except one sign not more than five square feet advertising the property for sale or rent and except signs used by a builder to advertise the property during the construction and sales period.

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 residence constructed in said Subdivision shall, at all times, be furnished with a sewage system which shall meet with the approval of the Adams County Board of Health, or such other governmental subdivision as shall, from time to time, establish standards for the construction and maintenance of sewage systems in the area of the Subdivision.

IN WITNESS WHEREOF, the parties hereto have hereunto signed their names and affixed their seals this 31 day of March, 1954.


Steven U. Brooks (SEAL)


Virginia Brooks (SEAL)

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Donald Callahan (SEAL)
Donald Callahan

Margaret T. Callahan (SEAL)
Margaret T. Callahan

Ralph C. Genenbacher (SEAL)
Ralph C. Genenbacher

Esta L. Genenbacher (SEAL)
Esta L. Genenbacher

Marshall W. Windsor (SEAL)
Marshall W. Windsor

Emma S. Windsor (SEAL)
Emma S. Windsor

Richard L. Walz (SEAL)
Richard L. Walz

Marilyn C. Walz (SEAL)
Marilyn C. Walz

State of Illinois)
County of Adams) SS.

I, Robert S. Hunter, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Steven U. Brooks and Virginia Brooks, husband and wife; ~~Charles V. Valix Bridgman and Marie Bridgman, husband and wife~~; Donald Callahan and Margaret T. Callahan, husband and wife; Ralph C. Genenbacher and Esta L. Genenbacher, husband and wife; Marshall W. Windsor and Emma S. Windsor, husband and wife; Richard L. Walz and Marilyn C. Walz, husband and wife, personally known to me to be the same persons whose names are subscribed 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 31st day of March, A.D. 1954.

Robert S. Hunter
Notary Public

