

No. 26392 Filed this 18th, day of September A.D., 1968 at 4:07 o'clock P.M.

RESTRICTIVE AGREEMENT

William F. Humphrey and Shirley G. Humphrey, husband and wife, being the sub-dividers of the real property now duly platted and known as Humphrey's Subdivision, a subdivision of part of the Northeast quarter of Section seven (7), Township three (3) South of the Base Line, Range seven (7) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois, which plat has been recorded on the 21st day of June 1968, in Book 13 of Plats, at pages 251 and 252 in the Recorder's Office of Adams County, Illinois, hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified:

1. The covenants, conditions, restrictions and reservations herein contained shall apply to and be forever binding upon the grantees, their heirs, executors, administrators and assigns, and are imposed upon said realty as an obligation or charge against the same for the benefit of the grantors herein named, their successors and assigns, and as a general plan for the benefit of said tract.

2. No excavation for stone, gravel or earth shall be made on any of the lots or tracts in said subdivision, except for walls, basements or cellars of dwellings, provided, however, that the subdividers herein reserve the right at any time to excavate and grade on any of said lots, and to remove material from or deposit material on said lots or tracts in connection with the work of laying out or improving said lots or tracts, or in constructing or improving the roads and streets in said subdivision.

3. All lavatories and/or toilets shall be built indoors and connected with approved outside septic tanks or cesspools until such time as a central sewer system shall be maintained, at which time the purchaser of said lots or tracts, their successors or assigns, agree to connect said premises to said sewer system.

4. No residence of any kind shall be constructed on said lots or tracts which does not have a minimum square footage of inside measurements, and excluding any attached or unattached garage, of 1200 square feet, ^{and} which does not have a minimum construction price of at least Seventeen Thousand and no/100 (\$17,000.00) Dollars.

5. No heavy manufacturing or commercial enterprise of any kind shall be built upon or maintained upon any of said lots or tracts, and no store, tavern, grocery or other mercantile business shall be carried on, nor any spirituous or malt liquors be manufactured or sold on said premises, however, the operation and maintenance of an individual shop or office in the residence of any of the purchasers of said lots or tracts shall be permitted, provided that the operation and maintenance of said shop or office does not create a nuisance to adjoining property owners and does not create noxious odors or undue noise, and further providing that any and all signs placed upon said premises to advertise the same or to give the location of said shop or office shall not exceed two by three feet in maximum size.

6. No pets, animals, or livestock, other than normal and ordinary household pets, shall be kept or maintained on said property or any portion thereof.

7. No building of any kind whatsoever shall hereafter be erected or maintained on said land except a private dwelling house and private garage for the sole use of the respective owner or occupant of the land upon which such garage is erected. It is further provided that no trailers shall be moved upon said premises for the purpose of permanent living quarters, and that there shall be no living or residing in basement quarters pending the construction of a residence on said premises.

8. The covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of said lots or tracts, and each lot therein, may be waived, abandoned and terminated, modified, altered or changed as to the whole of said tract or any portion thereof with the written consent of the owners of seventy-five (75 %) per cent of the lots in said tract. No such waiver, abandonment, termination, modification, or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the Office of the Recorder of Deeds for Adams County, Illinois.

9. The subdividers herein and every person hereinafter having any right, title or interest in any lot in said subdivision shall have the right to prevent or stop violation of any of said restrictions, by injunction or other lawful procedure, and to recover any damages resulting from such violation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day of August, 1968.

William F. Humphrey (SEAL)
William F. Humphrey
Shirley G. Humphrey (SEAL)
Shirley G. Humphrey
Subdividers

STATE OF ILLINOIS)
COUNTY OF ADAMS) SS.

Betty N. Deuge, a Notary Public in the County and State aforesaid do hereby certify that William F. Humphrey and Shirley G. Humphrey, husband and wife, appeared before me in person on the day and date appearing herein and acknowledged that they signed, sealed and delivered the above instrument as their own free act and deed for the uses and purposes therein stated.

Given under my hand and Notarial Seal this 1st day of August,

1968.



Betty N. Deuge
Notary Public

INDEX ON LOTS 1 THROUGH 17
OF HUMPHREY'S SUBDIVISION