

65-505

No.4180 Filed this 24th., day of April A.D., 1961 at 2:36 o'clock P.M.

*New Revised No. 17
1960*

KNOW ALL MEN BY THESE PRESENTS, that Terra, Inc., a corporation created and existing under and by virtue of the laws of the State of Iowa duly authorized to transact business in the State of Illinois, being the sole owner of the following described real estate:

Lot Four (4) in Block One (1); Lots Four (4), Six (6), Eight (8) Ten (10), and Twelve (12), in Block Two (2); Lots Two (2), Four (4), Six (6), Eight (8) and Ten (10) in Block Three (3); Lots Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10) in Block Four (4); Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10) in Block Five (5); Lots Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), in Block Six (6); Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), and Twenty-two (22), in Block Seven (7); Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) in Block Eight (8); Lots Thirteen (13), Fifteen (15), Seventeen (17), Nineteen (19), Twenty-one (21), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), in Block Nine (9); ~~XXXXXXXXXXXXXXXXXXXX~~ Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Eighteen (18) and Nineteen (19) in Block Ten (10) in E. O. Cottle's Subdivision, being part of the Northeast Quarter of Section Eighteen (18), in Township Two (2) 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,

does hereby make and establish the following protective covenants which shall cover all of said lots 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 Terra, Inc., for a period of twenty-five (25) years from the date these covenants are recorded, at which time such covenants shall be extended automatically for successive periods of ten (10) 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 Terra, Inc., or any person claiming by, through or under it, 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 subdivision to prosecute any proceedings at law or in equity against any such person, firm or corporation violating or attempting to violate any such covenants and either to prevent him, her or it from so doing or to recover damages or other dues for such violation.

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 plot other than one detached single-family dwelling not to exceed two 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 (25) feet to any side street line, or to a front street line.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than six thousand (6000) square feet or a width of less than fifty (50) feet at the front building set back line.

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 out-building 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 six hundred seventy (670) square feet.

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 easement.

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 (5) 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 oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot; no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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 they are not kept, bred or maintained for any commercial purpose.

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.

IN WITNESS WHEREOF, said Terra, Inc. has caused its corporate seal to be affixed hereto, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 14th day of March, 1960.

Terra, Inc.

BY:

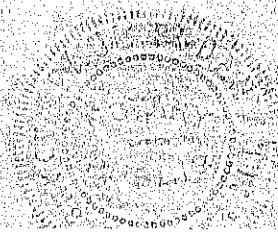
Robert C. Walker
The President

[Signature]
The Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF ADAMS)

Paul Boden, Notary Public in and
for the County of Adams and State of Illinois, do hereby certify that Adolf
G. Palhaus personally known to me to be the President of the Terra, Inc.
corporation, and George W. Baltzer personally known to me to be the Secretary
of said corporation, and 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 severally acknowledged that as such President and Secretary,
they signed and delivered the said instrument as President and Secretary of
said corporation, and caused the Corporate Seal of said corporation to be
affixed thereto, pursuant to authority, given by the Board of Directors of
said corporation as their free and voluntary act, and as the free and volun-
tary act and deed of said corporation, for the uses and purposes therein
set forth.

GIVEN under my hand and Notarial Seal this 17th day of November,
1960,



Paul Boden
Notary Public