

No. 10140 Filed this 20th day of May A.D., 1966 at 10:00 o'clock A.M.

KNOW ALL MEN BY THESE PRESENTS, that we, Carl H. Schutte and Mabel R. Schutte, husband and wife, being the sole owners of the following described real estate:

Lots One (1) to Fourteen (14), both inclusive, in Schutte Subdivision being a division of Lots Seventeen (17) and Eighteen (18) of the Subdivision of the Southwest Quarter of Section Twenty-four (24) in Township One (1) South of the base line in range Nine (9) West of the Fourth principal Meridian, Adams County, Illinois,

do hereby make and establish the following protective covenants, which shall cover all lots in said Schutte 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 or under us, for a period of twenty-five years from the date hereof, at which time such covenants shall be extended automatically for successive periods of ten years unless a majority of 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 Schutte 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.

In validation 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.

**LAND USED AND BUILDING TYPE.** All lots shall be known as residential lots and no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height except a so-called "split level" one-family residence of suitable design shall be permissible, one private garage for not more than two cars and one building located on the back one-half of the lot not to exceed one story in height and not to exceed 150 square feet in size. No residence or dwelling on any portion of any lot shall be used as a boarding house, rooming house, club house, road house, or for any sign or billboard.

All dwellings and garages must be completed and have at least two (2) coats of paint within one year from date of beginning construction.

No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building setback line and no more than four (4) feet in height.

**DWELLING, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than \$17,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

**BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot lines or nearer to the side street line than the minimum setback lines shown on the recorded plat. No dwelling shall be located nearer than five (5) feet to an interior lot line. The location of any building or buildings located on any of said lots on the date of the execution of this instrument shall not be affected or governed by this instrument.

No dwelling or building shall be located on any interior lot nearer than ten (10) feet to the rear lot line. For the purpose of these covenants eaves, steps and open porches shall not be considered as a part of a building.

**EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved on the recorded plat for any purpose whatsoever shall remain as permanent easements to the benefit of all parties owning lots or parcels of land in said above described tract of real estate and no permanent building or structures shall be erected on said easements.

**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.

**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.

**SIGNS.** 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 a builder to advertise the property during the construction and sales period.

**OIL AND MINING OPERATIONS.** 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 on 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.

**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.

**SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of State of Illinois, Department of Public Health. Approval of such system as installed shall be obtained from such authority.

**CARE OF LOTS.** That the owner of each and every lot shall keep all weeds cut the season, rubbish cleared and disposed of, dead trees removed to the end that each and every lot shall be maintained in a presentable condition.

ATTEST:

IN Witness Whereof, the said Carl H. Schutte and Mabel R. Schutte, owners of said tract, have caused these presents to be executed and their seal hereto affixed this 20<sup>th</sup> day of May, 1966

Carl H. Schutte  
Mabel R. Schutte

10174  
MAY 20 1966

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF ADAMS )

I, Russell R. Goehl, a Notary Public in and for said County in the State aforesaid, do hereby certify that Carl H. Schutte and Mabel R. Schutte, husband and wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 20<sup>th</sup> day of May, A.D., 1966.



Russell R. Goehl  
Russell R. Goehl, Notary Public