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PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, SILAS J. MORTON and DOROTHY MORTON, husband and wife, being the owners of the hereinafter described real estate, do hereby make and establish the following Protective Covenants, which shall cover the following-described real estate, all situated in the City of Quincy, County of Adams and State of Illinois, to-wit:

LOTS ONE (1) THROUGH SEVEN INCLUSIVE, AND LOTS TWELVE (12) THROUGH SIXTEEN (16) INCLUSIVE IN BLUFF ESTATES, AN ADDITION TO THE CITY OF QUINCY, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$ ) OF SECTION TWENTY-THREE (23) IN TOWNSHIP ONE (1) SOUTH OF THE BASE LINE, IN RANGE NINE (9) WEST OF THE FOURTH PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF ADAMS AND STATE OF ILLINOIS.

These covenants shall take effect immediately upon the recording thereof and shall apply immediately to all of the above described real estate.

These covenants shall run with the land and shall be binding upon all the parties and persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of five (5) years unless by agreement of a majority of the then owners of the above-described real estate or the several lots and parcels thereof it is agreed to change said covenants in whole or in part. In determining the majority of the then owners, each and every owner of a lot or parcel of real estate shall have an equal right.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot or parcel of said real estate to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages for such violation or violations.

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.

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.

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 during any construction or sales period.

The invalidation of any one of these covenants by judgment or order of any court of record shall in no wise affect any of the other provisions or covenants herein contained.

All platted lots shall be known as residential lots. Except as otherwise hereinafter specifically stated, all buildings constructed thereon are to be used for residential purposes only and there shall be no more than one residence built on each lot except that said lots may be redivided so as to increase the size of any lot or decrease the size of any lot, but no lot shall be decreased in size to less than the average square feet contained in said residential lots.

No lot shall be used for other than residential purposes, except as hereinafter stated. 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 for not more than three cars, nor shall any modular or flat-roofed building be located on any lot.

The purchaser or purchasers from the present owners of Lots 1,2,3,4 and 5 must begin construction of a residence on their respective lot within twenty-four (24) months from the date of their deed transferring ownership from the present owners to them. If such a residence is not constructed within that 24-month period, then and in that event, present owners shall have the option to re-purchase said lot or lots for the same consideration received by the owners for said lot. This option may be exercised by the present owners' giving notice in writing within thirty (30) days after the expiration of said 24-month construction period, or the same shall become null and void. If the said option is so exercised, said purchaser or purchasers shall have 30 days in which to deliver a proper deed of conveyance. All dwellings and garages must be completed and have at least two coats of paint within one year from date of beginning of construction.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line and no more than five feet in height.

No dwelling shall be permitted on any lot at a cost of less than \$50,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of quality 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.

No one-story dwelling shall contain floor space, excluding porches, breezeways, garages and basements, if any, of less than 1400 square feet. No two-story dwelling shall contain floor space, excluding porches, breezeways, garages and basements, if any, of less than 1000 square feet per story.

No building shall be located on any lot nearer to the front lot line, rear lot line, or nearer to an interior line than the minimum set-back lines, as set forth in the Zoning Ordinance of the City of Quincy, a municipal corporation, as amended.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Easements 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 structure shall be erected on said easements.

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, not to exceed two in number, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and are not permitted at any time to run at large, and also except that on Lots 4,5,6,7,12,13,14 & 15, horses, calves, or sheep, not more than two in number, may be kept. pastured, and sheltered, upon condition, however, that they are not kept, pastured, or sheltered closer than 150 feet from the front lot line and also on condition that said shelter is kept and maintained in a neat and clean condition.

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. All lots shall, where reasonably possible, be kept mowed to a height of six inches or less.

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 the State of Illinois, Department of Public Health. Approval of such system as installed shall be obtained from such authority.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

IN WITNESS WHEREOF, the said SILAS J. MORTON and DOROTHY MORTON, owners of said tract, have caused these presents to be executed and their seals thereto affixed, this 30th day of May, A.D. 1979.

Silas J. Morton (SEAL)  
Dorothy J. Morton (SEAL)

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF ADAMS )

I, ANDREW C. SCHNACK, JR., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SILAS J. MORTON and DOROTHY MORTON, husband and wife, who are 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 May, A.D. 1979  
Andrew C. Schnack, Jr.  
Notary Public  
