

1995 JUL -3 P 1:57

046742

VOLUME 92  
OF Misc.  
PAGE 96

*[Signature]*  
COUNTY RECORDER

**Mays & Walden & Anastas**

CORRECTED  
PROTECTIVE COVENANTS

Know all Men by these presents: First Bankers Trust, as Trustee under the Provisions of a Land Trust Agreement dated August 31, 1994, known as Land Trust Number 1279, does hereby make and establish the following Protective Covenants for Lots Four (4) through Ten (10) in East Lake Centre, being a subdivision of the following described property:

A part of the South 50 acres of the West 100 acres of the Northwest fractional quarter of Section Five (5), in Township Two (2) South of the Base Line and in Range Eight (8) West of the Fourth Principal Meridian, bounded as follows: Commencing at a point on the West line of said South 50 acres 868.56 feet North of the Southwest corner of said South 50 acres, running thence East, on a line parallel with the South line of said South 50 acres, 1354.98 feet to the East line of said South 50 acres, thence North, on the East line of said South 50 acres, 593.01 feet to a point 147.5 feet South of the Northeast corner of said 50 acres, thence North 45 degrees West to a point on the North line of said South 50 acres 147.5 feet West of the Northeast corner of said South 50 acres, thence West, on the North line of said South 50 acres, 1209.45 feet to the Northwest corner of said South 50 acres, and thence South, on the West line of said South 50 acres, 744.48 feet to the place of beginning, containing 22 9/10 acres, except 0.26 acre heretofore conveyed for highway purposes, situated in the County of Adams, in the State of Illinois. (PIN 23-7-0689-000)

Said Corrected Protective Covenants were unanimously enacted at a meeting of all beneficiaries of said Trust at which a quorum was present on November 1, 1994. First Bankers Trust as Trustee of said Trust was authorized and directed to execute and record said Protective Covenants in the Recorder's Office of Adams County, Illinois. **The correction consists of defining the lots which are to be governed by these covenants and is executed to have them comply with the zoning ordinance as passed by the Quincy City Council and the Subdivision as approved and by this correction, the**

previously recorded Protective Covenants as recorded on August 3, 1995, in Book 91 of Miscellaneous at page 983 are hereby revoked.

**I. ZONING**

Lots four (4) through ten (10) shall be zoned C1A.

**II. SET BACK AND BUFFER ZONE**

A fifty (50) foot set back and buffer zone shall be constructed by the Developer along existing residential development, prior to the development of individual lots, (including the "Church property").

**III. UTILITIES**

All utilities, including, but not limited to electric, telephone, gas, cable television, water and sewer shall be underground.

**IV. LIGHTING**

- A. Street lighting on the main entrance drive shall be at a height no more than twenty (20) feet. It shall be downlighting, with the housing and pole being black in color.
- B. Security and Aesthetic lighting for building and parking areas shall be as follows:
  - 1. Site Lighting: Light shall be directed to the interior of the property, and shall be caused to be shut off by no later than 11:00 p.m. each night.
  - 2. Building Lighting: Light shall be downlight and either soffit or wall mounted.

**V. PARKING**

All parking surfaces shall be dust free surfaces.

**VI. SITE MAINTENANCE**

- A. Buffer Zone shall be maintained by property owner.
- B. Vacant lots shall be maintained by Developer. Property owners shall be responsible for the maintenance and general upkeep of the landscaping on their individual lots.
- C. All dumpsters and trash receptacles shall be enclosed in a visual screen enclosure and shall be kept in a clean

and sanitary condition. No direct dumping of any garbage or refuse shall be allowed on any lot in the subdivision.

- D. No outdoor vending machines shall be permitted.

**VII. BUILDINGS**

- A. No pre-engineered metal buildings shall be permitted.
- B. No pre-engineered vertical, corrugated, or flat-panel metal building panels or siding finishes shall be permitted.
- C. No detached out buildings or sheds of any type shall be allowed.

**VIII. AMENDMENT OF ORIGINAL COVENANTS**

The preceding covenants as set forth in Paragraphs I through VIII are irrevocable and may not be amended by the owners of said lots or the developer at any later date.

Additional conditions, restrictions, covenants and easements may be adopted by the developer and owners, but any such additions, restrictions, covenants or easements shall not lessen or diminish the protection afforded to the immediately adjoining landowners to the above described property.

These preceding covenants shall run with the land and shall be enforceable by the owners of property within the subdivision and further shall be enforceable by all immediately adjoining landowners. Issuance of a building permit on any property within the above described property by the City of Quincy shall not create an estoppel to the enforcement of any violation of these covenants.



IX.

**SEVERABILITY**

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.