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**Mays & Walden & Anastas**

**1<sup>st</sup> AMENDED PROTECTIVE COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS: E F DEVELOPMENT, INC.** does hereby make and establish the following Protective Covenants for all of the lots in Indian Bluff Subdivision, being a subdivision of:

Part of the Northwest Quarter of Section Twenty-six (26) in Township One (1) South of the Base Line, Range Nine (9) West of the Fourth Principal Meridian, Adams County, Illinois, described as follows:

Beginning at the Northwest corner of a 4.63 acre, more or less, tract of land described in a Warranty Deed recorded in Book 504, at page 1303, said corner being a point on the South line of Koch's Lane (formerly Bluff Road) described in said deed as being 20 feet South and 1199.6 feet East of the Northwest corner of Section Twenty-six (26), said corner also being a point on the East line of Bluffview Subdivision (Plat recorded in Book 9 of Plats, at page 38), thence East on said South line of Koch's Lane and parallel with the North line of said Section Twenty-six (26) a distance of 531.73 feet to the Northeast corner of said 4.63 acre tract of land, said corner being a point 225 feet West of the West line of Fifth Street right of way extended, thence South on the East line of said tract of land and parallel with said West line of said Fifth Street right of way 380 feet to a point on the North line of a 3.64 acre tract (shown on Plat of Survey recorded in Book 14 of Plats, at page 237), thence West on said North line 142 feet, more or less, to the Northwest corner of said tract, said corner being a record 394 feet West of the East line of the West Half of the Northeast Quarter of said Northwest Quarter, thence South on the West line of said 3.64 acre tract and parallel with the East line of the West Half of the Northeast Quarter of said Northwest Quarter 402 feet to a point which is a record 520 feet North of the South line of the North Half of said Northwest Quarter, thence East on the South line of said 3.64 acre tract and parallel with the South line of the North Half of said Northwest Quarter 394 feet to a point on the East line of the West half of the Northeast Quarter of said Northwest Quarter, thence South on the East line of the West Half of the Northeast Quarter of said Northwest Quarter 50 feet to a point 470 feet North of the Southeast corner of the West Half of the Northeast Quarter of said Northwest Quarter, thence West parallel with the South line of the North Half of said Northwest Quarter a distance of 1,095 feet, thence North parallel with the East line of the West Half of the Northeast Quarter of said Northwest Quarter 236 feet, thence West parallel with the South line of the East Half of the Northwest Quarter of said Northwest Quarter 240 feet, more or

The covenants as set forth in A-1 Land Use and Building Type are irrevocable and may not be amended by the owners of said lots at any later date.

**A-2. ARCHITECTURAL CONTROL.**

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in **Part B**.

All lots must be kept mowed to a height of 10" or less. The Architectural Control Committee is authorized to notify violators in writing and if not mowed within two weeks Architectural Control Committee shall have said lot mowed at the expense of the owner.

**A-3. DWELLING COST, QUALITY AND SIZE.**

No dwelling shall be permitted on any lot unless based on the square foot cost levels prevailing at the time of construction of a residence, it being the intention and purpose of this covenant 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. The ground floor area of the main structure, exclusive of one-story open porches and garages for a single family dwelling shall not be less than 1500 square feet for a one-story dwelling, nor less than 1200 square feet for a dwelling of more than one story. All dwellings must have a basement. For one-story structures, the front of the dwelling must be masonry. For a dwelling of more than one story, the first story of the front of the dwelling must be masonry.

**A-4. BUILDING LOCATION.**

(a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.

(b) No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes of this covenant, steps, porches and decks shall be considered as a part of a building.

(c) Retaining walls may be constructed within the 10 ft. setback, but only with approval of Architectural Control Committee.

**A-5. EASEMENTS.**

less, to the West line of the East Half of the Northwest Quarter of the Northwest Quarter of said Section Twenty-six (26), thence Northerly on said West line 226 feet, more or less, to the Southwest corner of said Bluffview Subdivision; thence East on the South line of said Subdivision 551.72 feet to the Southeast corner of said Subdivision, thence North on the East line of said Subdivision 379.78 feet to the point of beginning.

The Plat of Subdivision was recorded on May 25, 2005 in Book 705 at Page 5380. The subdivision contains nine lots and their legal descriptions are now Lot 1 of Indian Bluff Subdivision, Lot 2 of Indian Bluff Subdivision, Lot 3 of Indian Bluff Subdivision, Lot 4 of Indian Bluff Subdivision, Lot 5 of Indian Bluff Subdivision, Lot 6 of Indian Bluff Subdivision, Lot 7 of Indian Bluff Subdivision, Lot 8 of Indian Bluff Subdivision, and Lot 9 of Indian Bluff Subdivision. The Parcel Index Numbers for said lots are:

- 22-0-0939-000-00
- 22-0-0939-001-00
- 22-0-0939-002-00
- 22-0-0939-003-00
- 22-0-0939-004-00
- 22-0-0939-005-00
- 22-0-0939-006-00
- 22-0-0939-007-00
- 22-0-0939-008-00

Said 1<sup>st</sup> Amended Protective Covenants were unanimously enacted at a meeting of all shareholders of said Corporation at which a quorum was present on March 20, 2007. Scott E. Fenn, as President of said Corporation, was authorized and directed to execute and record said 1<sup>st</sup> Amended Protective Covenants in the Recorder's Office of Adams County, Illinois.

**A-1. LAND USE AND BUILDING TYPE.**

No lot shall be used except for residential purposes.

No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for a minimum of two cars.

All garages shall be attached to the dwelling.

No clotheslines may be erected on any lot.

Any fence erected shall be of black, vinyl chain link style and its location approved by the Architectural Control Committee.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**A-6. NUISANCE.**

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.

**A-7. TEMPORARY STRUCTURES.**

(a) 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.

(b) No R.V.'s, commercial vehicles nor boats shall be permitted to be parked in the front driveway of homes.

(c) Satellite dishes or large radio antennas are not allowed in front or side yards. Backyard sites must be approved by Architectural Control Committee.

**A-8. SIGNS.**

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or signs used by a building to advertise the property during the construction and sales period, and the Indian Bluff Subdivision sign (s) erected by the Architectural Control Committee.

**A-9. LIVESTOCK AND POULTRY.**

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 on leashes provided that they are not kept, bred or maintained for any commercial purpose.

**A-10. GARBAGE AND REFUSE DISPOSAL.**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, grass clippings, garbage or other waste shall 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.



**A-11. EXCESS DIRT REMOVAL ACQUIRING FILL.**

No dirt shall be removed from Indian Bluff Subdivision. Disposal of surplus dirt shall be arranged through the Architectural Control Committee. Any dirt or other material used as "Fill" material shall be arranged through the Architectural Control Committee, and must be approved prior to bringing said fill to the subdivision.

**A-12. SLOPE CONTROL AREAS.**

Slope control areas are reserved as shown on the recorded subdivision plat. Within these slope control areas no structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**A-13. SIGHT DISTANCE AT INTERSECTIONS.**

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 30 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 or alley 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.

**A-14. PRIVATE ENTRANCES.**

The owner of any lot shall be individually responsible for the maintenance of any private entrance from any public road.

**A-15. LAND NEAR PARKS AND WATER COURSES.**

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered nor blocked by such fill.

**A-16. UNDERGROUND UTILITIES.**

All underground utilities shall be constructed prior to any bituminous concrete surface course construction. After the street surface is constructed, no openings in the pavement shall be made for a

period of 5 years. All underground house services such as gas and water services shall be bored or tunneled and shall be sand backfilled to insure no street settlement. Permits for street openings made subsequent to the above period of 5 years shall be obtained from the City of Quincy.

**PART B - ARCHITECTURAL CONTROL COMMITTEE**

**B-1. MEMBERSHIP.**

The Architectural Control Committee is composed of 2 members. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor to fill the unexpired term. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

**B-2. PROCEDURE.**

The committee's approval or disapproval as required in these covenants shall be in writing. The committee, or its designated representative, must approve or disapprove within 30 days after plans and specifications have been submitted.

**PART C - GENERAL PROVISIONS**

**C-1. TERM.**

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

However, this paragraph does not apply to Paragraph A-1 as heretofore set forth.

**C-2. ENFORCEMENT.**

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

**C-3. SEVERABILITY.**

Invalidation of any one of these Covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.