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GOEHL, SCHUERING & CASSENS

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration of Protective Covenants, Conditions, and Restrictions made this 23 day of December, 2009 by Eldan Knoblock, Joyce Knoblock and Lois Di Somma, referred to as "Declarants."

WHEREAS, Declarants are the owner of the following described real estate:

See Legal Description, Exhibit A hereto

WHEREAS, Declarants intends to sell or otherwise transfer the above-described property, restricting it in a manner consistent with the comprehensive plan for the City of Quincy, as previously adopted, for the benefit of future owners of the said real property and for the general benefit of the people of the City of Quincy:

NOW, THEREFORE, Declarants declare that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants, conditions, and restrictions hereinafter set forth for the use and benefit of said property and every person or entity who now or in the future owns any portion or portions of said real property.

I. Permitted Uses

Lot 1 of Knoblock Estates shall be used in a manner which shall conform with those uses allowed in the C-2 Zone as established and presently in force under the provisions of Chapter 29 of the Municipal Code of the City of Quincy (1980). The remaining land included in the legal description attached hereto as exhibit A shall be used in a manner which shall conform with the uses allowed in the respective zoning classes as designated on exhibit B hereto, as established and presently in force under the provisions of Chapter 29 of the Municipal Code of the City of Quincy (1980). The entire

property identified on Exhibit A hereto shall be collectively referred to as “the Knoblock and DiSomma 48th & Maine parcels”. Notwithstanding the foregoing, the following uses are not permitted on any portion of the Knoblock and DiSomma 48th & Maine Parcels zoned C1A, C1B or C2:

Automobile vehicle sales

Automobile, camper and RV, boat and marine, mobile home, lawnmower and/or truck service, unless said service is secondary to a use that is primarily retail. By way of example and not by way of limitation, a retail automobile battery dealer is allowed to perform and conduct automobile service that is secondary and related to its primary retail use.

Boat and marine showrooms, sales

Bottled gas dealers

Camper and recreational vehicles sales

Mobile home sales

Model home or garage displays

Truck sales

Truck terminals, cartage and express facilities and parcel delivery services

Equipment rental and leasing services

Furnace, heating, air-conditioning and refrigeration shops, supplies and service

Lawnmower sales

Linen, towels, diaper and other similar supply services

Parking lots for open storage of private passenger automobiles

Sewer and septic tanks cleaning

Sheet metal shops

Tire, tire retreading and repair shops

Towing services

Recycling collection centers

II. Utilities

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

III. Signage

[This section shall not apply to the Knoblock and DiSomma 48th & Maine Parcels zoned NR1.]

A. Each sign erected on any building site shall be limited to ground mounted and/or attached wall mounted sign and shall conform to the City of Quincy Sign Ordinance.

B. No pylon or pole mounted signs are permitted.

C. Signs shall be architecturally compatible with the main building, utilizing similar materials in their construction.

IV. Building Maintenance

[This section shall not apply to the Knoblock and DiSomma 48th & Maine
Parcels zoned NR1.]

A. No part of any building site or building or structure shall be used in such a manner as to constitute a nuisance to the occupants or owners of any other building site by way of creating or emission of odors, gases, dust, smoke, noise, fumes, cinders, soot, vibrations, glare, radiation, radioactivity, waste materials or any means or substance.

B. No materials, inventory, goods in process, finished products, equipment, parts, waste materials or other personal property shall be kept, stored, displayed, maintained, or accumulated on any part of any building site outside of buildings erected thereon.

C. All trash, refuse, waste, by-products and recyclables shall be maintained in an enclosure with a minimum of three (3) sides constructed of substantially the same exterior materials as the main building. The enclosure shall be placed in such a manner as to obscure any view of the contents from any public or private roadway and any adjacent properties at six (6) feet above ground level. If such view cannot be reasonably obscured, the enclosure must consist of four (4) sides; the fourth side consisting of an access way for removal of trash. This access way shall remain closed and secured such that the views are obscured and entrance by small children is prohibited except when refuse is being added or removed. Owner shall remove or have removed above mentioned items in a timely manner. Owner shall eliminate any conditions which give rise to, promote or enable the existence of rodents, vermin or excessive number of insects outside the normal course of nature.

D. Ground mounted air conditioning units shall be contained in a screened enclosure.

E. No free standing antennas, satellite receiving dishes or outdoor vending machines shall be permitted except Automated Teller Machine (ATMs).

V. Building

[This section shall not apply to the Knoblock and DiSomma 48th & Maine
Parcels zoned NR1.]

A. No building or structure, except fencing, screening or signs, shall be erected, permitted or placed on any building site unless the exterior wall structure thereof is of stone, brick, glass, equivalent masonry or architecturally pleasing pre-cast construction, or a combination of these materials. Notwithstanding the foregoing, any such building or structure may include or utilize a metal exterior wall for its rear wall. Wood may be used in the exterior wall structure if it is architecturally pleasing and maintained in quality condition.

B. One permanent building or structure not to exceed fifty percent (50%) of the square footage of the main structure may be erected in addition to the enclosure required for refuse. Such building or structure shall be of substantially the same or similar materials and construction as the main structure as defined in Section V. A. and will be complimentary to and compatible with the main structure in design.

C. No trailer, tent, shack, garage, shed, barn, temporary toilet facilities or other similar outbuildings shall at any time be used for human habitation, temporarily or permanently; nor shall any structure of a temporary character be maintained upon any building site, except during periods of construction.

VI. Parking

[This section shall not apply to the Knoblock and DiSomma 48th & Maine
Parcels zoned NR1.]

A. All parking surfaces shall be paved in asphalt, brick or concrete, and maintained dust free and in good repair.

B. Off-street parking area shall not be permitted in the required twenty-five (25) foot front setback area. Loading or unloading and docking areas shall not be permitted in the yard of a lot.

VII. Public Improvements

[This section shall not apply to the Knoblock and DiSomma 48th & Maine
Parcels zoned NR1.]

All public improvements erected or installed shall be consistent with the subdivision requirements under the Municipal Code of the City of Quincy and all development on land on, adjoining or abutting the right-of-way for Maine Street, North 48th Street, South 48th Street, or North 52nd Street shall include five (5) foot concrete sidewalks.

VIII. Easements

Each owner and tenant of any building site shall cooperate in the planning, granting, executing, acknowledging and recording of all easements deemed necessary and reasonable for further development of the Knoblock and DiSomma 48th & Maine Parcels and properties adjacent thereto. Said easements shall include, but are not limited to, those necessary for electric, telephone, gas, water, sanitary sewer, street entrances and access roads.

IX. Penalties, Limits and Replacements

A. These covenants shall become effective upon the recording of this instrument with the Recorder of Deeds of Adams County, Illinois.

B. Except as set forth herein, these covenants herein set forth shall run with the land and shall bind the present owner, its successors and assigns; and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owner of said building sites, with its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of building sites and the construction of improvements thereon. Issuance of a building permit on the above-described tracts by the City of Quincy shall not create an estoppel to the enforcement of any violation of these covenants.

C. These restrictions shall be effective and binding on grantor, grantee, their respective assigns, successors in interest and all parties claiming by, under or through them until December 31, 2014, at which time these restrictions shall be automatically extended for successive periods thereafter of ten (10) years each, unless modified at any time by execution and recording of Amendments by the written consent of the then fee simple owners of three-fourths (3/4) of the land area subject to these covenants.

D. Invalidation of any 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.

E. If any owner, tenant or assignee of any part of the Knoblock and DiSomma 48th & Maine Parcels, or any other person, should violate any of these conditions, covenants, restrictions, or easements, it shall be lawful and permissible for any one or more of the other land owners of any building site within said development, to prosecute any proceedings at law or in equity against the person or persons committing such violation for any remedies that are available including, but not limited to, actions for injunctive relief and damages. If the party bringing the action prevails, the party or parties bringing the action shall be entitled to recover from any person or persons violating or attempting to violate any of these conditions, covenants, restrictions or easements, all attorneys fees, costs and expenses incurred with respect to securing the enforcement of or the compliance with these conditions, covenants, restrictions or with respect to any actions, either in law or in equity, commenced by the party for such purpose or purposes. In addition, any violations of these conditions, covenants or restrictions shall be deemed a violation of Chapter 29 of the Municipal Code of the City of Quincy (1980) and any owner, tenant or assignee of any part of the Knoblock and DiSomma 48th & Maine Parcels shall be deemed to have submitted themselves to the jurisdiction of the Adams County Circuit Court for the purposes of any action by the City of Quincy to enforce the provisions of this Declaration.

F. Notwithstanding any other provisions of these covenants, no modification, amendment or revocation of one or more provisions of the covenant shall in any way make less restrictive these covenants as originally established unless Declarant, as long as it owns one-fifth (1/5) or more of the real property subject to these covenants, or the fee simple owners of three-fourths (3/4) of the real property subject to these covenants, makes application to, and receives approval by a majority of, the Quincy City Council for such proposed modification, amendment or revocation.

X. Additional Covenants

Exhibit A

Tract 1: A part of the Northeast Quarter of Section Five (5) in Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, more particularly bounded and described as follows: Commencing at a point which is Eight Hundred Ninety-eight feet South of the Northeast corner of said Northeast Quarter, thence continuing South along said East line One Hundred Five (105) feet, thence West at right angle to said East line Three Hundred Sixty-four (364) feet, thence North parallel to said East line One Hundred Five (105) feet, thence East Three Hundred Sixty-four (364) feet to the place of beginning.

Tract 2: A part of the Northeast Quarter of Section Five (5) in Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, and more particularly described as follows to wit: Commencing at a point on the center line of North 48th Street, being the East line of the Northeast Quarter (1/4) of said Section Five (5) as now situated and occupied at a point which is Nine Hundred Sixty-three (963) feet South of the center line of State Route #104, going thence West Three Hundred Sixty-four (364) feet, thence North One Hundred Thirty-one and Eight Hundredths (131.08) feet, thence West Five Hundred Fifty-three and Nine Hundredths (553.09) feet, thence South Two Hundred Ninety-seven and Eight Hundredths (297.08) feet, thence East Nine Hundred Twenty and Three Hundredths feet (920.03), thence North One Hundred Sixty-six (166) feet to the point of beginning situated in the County of Adams, in the State of Illinois.

Tract 3: Part of the Northeast Quarter of Section Five (5) in Township Two (2) South of the Base Line and Range Eight (8) West of the Fourth Principal Meridian, more particularly described as follows: Commencing at a point on the East line of said Northeast Quarter Eleven Hundred Seventy (1170) feet South of the Northeast corner of said Northeast Quarter thence West Nine Hundred Twenty and Three Hundredths (920.03) feet thence South Three Hundred Ninety-eight and Seven Tenths (398.70) feet thence East Nine Hundred twenty-one and four tenths (921.40) feet, thence North Three Hundred Ninety-eight and One Tenth (398.10) feet to the place of beginning as shown on a Plat of Survey of Theodore J. Berglund filed in the Office of the Adams County Recorder of Deeds in Book 15 of Plats, at page 318, situated in the County of Adams, in the State of Illinois. **LESS AND EXCEPT** that part conveyed to the City of Quincy in Warranty Deed filed in Book 610 at page 13490 being described as follows: Commencing at the Northeast corner of said Section Five (5); thence South 01° 00' 08" West along the East line of the Northeast Quarter of said Section Five (5), a distance of 1038.28 feet; thence North 88° 07' 47" West, 10.18 feet to the existing West right-of-way line of 48th Street, being the point of beginning; thence along said West line on a non-tangent curve to the right having a radius of 21,883.47 feet through a central angle of 01° 07' 54", an arc length of 432.25 feet (chord bearing South 02° 26' 10" West, a distance of 432.24 feet); thence along the said West line on a non-tangent curve to the left having a radius of 21,795.88 feet through a central angle of 0° 15' 22", an arc length of 97.43 feet (chord bearing South 02° 52' 26" West, a distance of 97.43 feet) to the existing North right-of-way line of Maine Street; thence North 89° 17' 24" West, along said North line 416.45 feet to the proposed North right-of-way line of Maine Street; thence North 00° 42'

36" East along said North line, 15.00 feet; thence South 89° 17' 24" East along said North line 20.00 feet; thence South 00° 42' 36" West along said North line 10.00 feet; thence South 89° 17' 24" East along said North line 185.00 feet; thence North 50° 54' 28" East along said North line 39.05 feet; thence South 89° 17' 24" East along said North line 20.00 feet; thence South 00° 42' 36" West along said North line 25.00 feet; thence South 89° 17' 24" East along said North line 82.39 feet; thence North 84° 08' 34" East along said North line 48.18 feet; thence North 36° 57' 54" East, along said North line, 47.32 feet to the proposed West right-of-way line of 48th Street; thence North 02° 47' 26" East along said West line, 239.40 feet; thence North 03° 22' 17" East, along said West line, 241.86 feet to the point of beginning, containing 0.139 acre more or less, situated in the County of Adams, in the State of Illinois.

Exhibit B
(see attached zoning map)

