

**PROTECTIVE COVENANTS FOR DEVELOPMENT OF
SINGLE-FAMILY DETACHED DWELLINGS**

DECLARATION OF RESTRICTIONS

**WHEREAS, JTMD, Inc., an Illinois corporation is the owner of the
following described real estate:**

**A part of the Northeast Quarter of Section
Eight (8) in Township Two (2) South of the Base
Line and in Range Eight (8) West of the Fourth
Principal Meridian, Adams County, Illinois, being
more particularly bounded and described as follows
to wit:**

**Commencing at the Southeast corner of the
Northeast Quarter of said Section Eight (8), thence
North $00^{\circ}46'19''$ East along the East line of said
Northeast Quarter Forty (40) feet, thence North
 $89^{\circ}13'41''$ West Fifty (50) feet to the true point of
beginning, thence from said true point of beginning
North $89^{\circ}13'41''$ West along the North right-of-way
line of Harrison Street 419.11 feet to a point, said
point being North $00^{\circ}22'57''$ West 49.44 feet from the
South line of said Northeast Quarter, thence from
said point North $00^{\circ}32'01''$ East 106.54 feet, thence
North $89^{\circ}27'59''$ West 273 feet, thence North $00^{\circ}32'01''$
East 110 feet, thence North $89^{\circ}27'59''$ West 2 feet,
thence North $00^{\circ}32'01''$ East 654.34 feet, thence North
 $76^{\circ}27'59''$ West 17.74 feet, thence North $13^{\circ}32'01''$
East 238 feet, thence South $80^{\circ}53'59''$ East 115.27 feet,
thence South $42^{\circ}49'59''$ East 89.13 feet, thence South
 $60^{\circ}42'59''$ East 96.02 feet, thence North $88^{\circ}01'01''$
East 96.57 feet, thence North $19^{\circ}16'01''$ East 176.76
feet, thence South $45^{\circ}24'29''$ East 62.48 feet, thence
South $00^{\circ}46'19''$ West 177.25 feet, thence North
 $89^{\circ}46'49''$ East 209.99 feet to a point on the West
right-of-way line of County Highway number 37,
said point being North $89^{\circ}13'41''$ West 45 feet from
the East line of said Northeast Quarter, thence from
said point South $00^{\circ}46'19''$ West parallel with the
East line of said Northeast Quarter, along said right-
of-way line 569.29 feet, thence North $89^{\circ}13'41''$ West
along said right-of-way line 5 feet, thence South**

00°46'19" West along said right-of-way line 364.80 feet to the true point of beginning, said tract containing 15.609 acres.

WHEREAS, it is the desire and intention of the owner to sell the property described above and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lands in the tract and the future owners of those lands;

NOW, THEREFORE, this 21st day of OCTOBER, 1980, the owner hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvements, and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

Part A. Preamble

The purpose is to contribute to the establishment of the character of a neighborhood and to the maintenance of value levels through the regulation of type, size and placement of buildings, lot sizes, reservation of easements, and prohibition of nuisances and other land uses that might affect the desirability of a residential area.

The following are the names and addresses of all parties involved:

Lawrence T. Moller

Rural Route #5, Box 79, Quincy, Illinois

Merle H. Dedert

2528 Vermont Street, Quincy, Illinois

Dennis M. Dedert

Rural Route #4, Klondike Road, Quincy, Illinois

John D. Moller

2929 Selkirk Lane, Quincy, Illinois

JTMD, Inc.

821 Hampshire Street, Quincy, Illinois

Part B. Area of Application

B-1. Fully-Protected Residential Area. The residential subdivision shall be known as **Wilderness Trail Estates** and these Protective Covenants and Declaration of Restrictions shall apply to all lots in said subdivision, namely: lots one through eleven inclusive in Block One; lots one through seventeen inclusive in Block Two; lots one through ten inclusive in Block Three; and lots one through six inclusive in Block Four of said subdivision.

Part C. Residential Area Covenants

C-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 stories in height and a private garage for at least one but not more than three (3) cars.

C-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 structures, 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 E.

C-3. Dwelling Cost, Quality and Size.

a) No dwelling shall be permitted on any lot at a constructed cost to Buyer 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 the covenant to assure that all dwellings shall be of a quality or 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, shall be not less than 1300 square feet for a one-story dwelling, 1100 square feet for a one and one-half story dwelling, nor less than 1000 square feet on the ground floor and 2000 square feet overall for a dwelling of two stories.

b) No pre-fabricated, pre-cut, manufactured or modular dwelling, or structure shall be permitted on any lot.

c) Construction of all dwellings shall be completed within one year of commencing construction.

C-4. Building Location.

a) No building shall be located on any lot nearer to the front lot 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 ten (10) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line.

c) For the purpose of this covenant, eaves, steps, and uncovered open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-5. Materials.

a) The exterior side walls of every dwelling built in this addition shall be of a standard material with at least two-thirds of the exterior surface being masonry, either brick or genuine stone, and the remainder of the exterior surface shall be either bevelled siding, wood shingles, the equivalent thereof or such other material as may be approved in advance by the Architectural Control Committee. Any and all types of roll covering, imitation brick or imitation siding of any type is prohibited.

b) Each dwelling shall have a poured concrete driveway. Any sidewalks shall also be of poured concrete. Driveways of gravel or asphalt are prohibited.

C-6. Easements. 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.

C-7. 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. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of any lot.

C-8. Temporary Structures. No structure of a temporary character, partially completed dwelling, 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.

C-9. Signs. No sign of any kind shall be displayed to the public view on any lot except for 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.

C-10. Pets, Livestock and Poultry. No livestock, poultry or other animals, wild or tame, of any kind shall be raised, bred or kept in any dwelling or on any lot, except that the owner or occupant of each dwelling may have two dogs, cats or other common domestic household pets provided that they are not kept, bred or maintained for any commercial purpose.

C-11. 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.

C-12. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of local public health authority. Approval of such system as installed shall be obtained from such authority.

C-13. 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 local public health authority. Approval of such system as installed shall be obtained from such authority.

C-14. 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 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 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.

C-15. Towers and Antennas. No exposed or exterior radio or television transmitting or receiving antenna or mast, tower or support for same shall be erected, placed or maintained on any lot except such antennas and supports as may be approved by the Architectural Control Committee in advance of its erection. Any approval for one lot shall not constitute an approval for any other lot or for any other antenna, tower or other support.

C-16. Boats, Trailers, Recreational Vehicles and Trucks. Except for one properly licensed recreational vehicle as provided below, no truck or van of greater than one ton capacity, nor any unlicensed motor vehicle, trailer, or craft of any type shall be parked overnight, kept or stored on any street or on any part of the property except in an enclosed garage. Not more than one camping trailer, folding camper, truck camper, habitable motor vehicle, boat, boat trailer or other properly licensed recreational vehicle or craft of such nature may be parked over night, kept or stored

outside at each dwelling provided, however, such vehicle, trailer or craft shall not be parked overnight, kept or stored on any street or in any required front yard.

Part D. General Provisions

D-1. 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.

D-2. 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.

Part E. Architectural Control Committee

E-1. Membership. The Architectural Control Committee is composed of John D. Moller, Lawrence T. Moller, Merle H. Dedert and Dennis M. Dedert. 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. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

E-2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to

Merle H. Dedert, Lawrence T. Moller and Dennis M. Dedert, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth and that John D. Moller and Lawrence T. Moller, personally known to me to be the President and the Secretary, respectively, of JTMD, Inc., an Illinois corporation, and the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed, affixed the corporate seal and delivered said instrument as their free and voluntary act as such President and Secretary and as the free and voluntary act of said corporation pursuant to power granted by the Board of Directors for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of _____

OCTOBER, 1980.

E. Mont Robertson
Notary Public



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