

No. 84969 Filed on the 31st day of May 1991 at 10:15 A. M.

NOTTINGHAM SECOND ADDITION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 30th day of May, 1991, by Robert J. Lansing and Marcia S. Lansing, husband and wife (hereinafter referred to as "Declarants").

WITNESSETH THAT:

WHEREAS, Declarants are the owners of certain real estate described as that portion of:

Nottingham Second Addition, an Addition to the City of Quincy, being a Subdivision of part of the East Half of Section Thirty-two (32), in Township One (1) South of the Base Line and in Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois, consisting of Lots Six (6), Seven (7), Eight (8) and Nine (9) of Block Two (2), and, Lots Three (3), Four (4) and Five (5) of Block Five (5), all as set forth in a Plat of Survey recorded in the Recorder's Office of Adams County, Illinois, on January 8, 1991, as Document Number 81332, in Book 14 of Plats, at page 1088 (herein sometimes referred to as the "subdivision");

and,

WHEREAS, Declarants intend to sell the above described property and lots thereof, restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land, for the benefit of its future owners.

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

1. LAND USE: No lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and an attached private garage. No outbuildings shall be located on any lot. An attached private garage must be provided for each lot. "Family" for purposes hereof shall mean an individual or two (2) or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or a group of two (2) or more persons all of whom are related by blood, marriage or adoption except that the

group may include one (1) person not so related, living together as a single housekeeping unit.

2. DIVISION OF LOTS: Lots may not be redivided except to increase the size of adjoining lots (whether within this subdivision or in any adjoining subdivision). If redivided, the appropriate adjoining lot combined with the redivided lot shall thereafter be treated as a single lot for purposes of these covenants with side-yard and other setback lines considered appropriately altered.

3. DWELLING QUALITY AND SIZE: The dwelling and garage located on any lot shall be of standard construction materials. Pre-fabricated structures, mobile homes and the like may not be located on any lot.

The dwelling located on any lot shall not exceed two and one-half (2 1/2) stories in height. The ground floor area of the dwelling, exclusive of open porches, breezeways, garage and basement, if any, shall not be less than one thousand six hundred (1,600) square feet for a one (1) story dwelling. If more than one (1) story, there shall be a minimum of one thousand two hundred (1,200) square feet on the ground floor. No minimum shall apply above the first story. However, the dwelling shall have a total of at least two thousand (2,000) square feet, exclusive of open porches, breezeways, garage and basement.

An attached garage shall be provided which contains at least five hundred (500) square feet.

4. BUILDING LOCATION: 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 subdivision plat.

No building shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any lot nearer than thirty (30) feet to the rear lot line. Greater setback lines shall apply if required by applicable zoning ordinance or regulation.

For the purposes of this covenant, eaves, steps and open porches or patios 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.

5. COMPLETION: A dwelling and garage constructed on any lot shall be completed within one (1) year from the date of beginning construction. Construction shall be considered to have begun on the date ground is broken for the construction of any portion thereof.

6. EASEMENTS: Easements for the location, construction, establishment, maintenance and operations of all utilities and

accessories and for drainage or other purposes are reserved as shown on the recorded subdivision plat. Within these easements, no permanent building, structure, planting or other improvement shall be placed or permitted to remain which may damage or interfere with the installation, location, maintenance and replacement 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. Subject to paragraph 11, below, and provided drainage is not adversely affected, a fence or a brick, stone or masonry wall may be placed along a property line and on the easement if not more than two (2) feet in width, but an area adjacent to the easement of a width identical to the wall width may then be used for utility purposes. The easement area of each lot and adjoining public areas between a lot and street shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. "Utilities" for purposes hereof shall include, but not be limited to, water, sewer, gas, electric, cablevision and similar services provided to lots and any pipelines, conduits, wires, pedestals, transformers or other items and accessories necessary to conduct or provide such utilities.

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.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

9. PARKING: Trucks, trailers, boats, motorized recreational vehicles, attachable vans, mobile campers and similar equipment of eight thousand (8,000) pounds or less each may be kept in the subdivision, provided they are kept in the attached garage provided for a dwelling except for temporary periods only not exceeding thirty-six (36) continuous hours. Trucks, trailers, boats, motorized recreational vehicles, attachable vans, mobile campers and similar equipment exceeding eight thousand (8,000) pounds each may not be kept in the subdivision. Garage doors shall be kept closed except when in actual use.

10. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

11. FENCES AND WALLS: No fence or wall shall be erected or constructed nearer to the front lot line than the minimum building setback lines shown on the recorded subdivision plat and no fence or wall shall exceed six (6) feet in height. No right exists by

virtue of these covenants to place any fence or wall on the property of others or go upon the property of others to construct or maintain any fence or wall or for other purposes associated with any fence or wall.

12. OIL AND MINING OPERATIONS: 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.

13. LIVESTOCK AND POULTRY: No animals, livestock, swine or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other usual and customary household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and provided further that they are not wild, dangerous or considered *ferae naturae* by law. Without limiting the scope of wild and dangerous animals, they specifically include snakes, bears and foxes.

14. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, garbage or litter. Trash, garbage, litter, ashes or other waste or refuse shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All lots shall be kept in good and neat appearance, including, but not limited to, cutting grass and weeds, removing all garbage, rubbish and litter, and removing dead or diseased trees.

15. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway 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 twenty-five (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. 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.

16. UTILITIES AND OTHER APPARATUS: All utility lines and apparatus provided to or in the subdivision, including, but not necessarily limited to, water, sewer and gas pipes, telephone, cablevision and power lines and conduits, shall be buried below ground, except utility pedestals and transformers required to be above ground. No antenna, satellite disc or dish or similar television, radio or other wave reception apparatus or wires shall be installed on the exterior of any dwelling and garage. A single satellite disc or dish may, however, be located within setback lines in a rear yard.

17. ARCHITECTURAL CONTROL:

A. GENERALLY: 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 Trustee as to quality of workmanship and materials, harmony of external design with existing structures, compliance with these covenants, and as to location with respect to topography and finish grade elevation. It is intended that the Architectural Trustee when considering approval of plans and specifications may consider reasonable factors beyond those set forth in these covenants appropriate to the overall development of the subdivision. The Architectural Trustee is also authorized to provide interpretation of or reasonable variances from these covenants for the benefit of the subdivision.

B. ARCHITECTURAL TRUSTEES: The Architectural Trustee is Robert J. Lansing. The Architectural Trustee may designate a representative to act for him. In the event of the death, resignation or inability to act of Robert J. Lansing, Marcia S. Lansing shall then be the Architectural Trustee with full authority to act. In the event of the death, resignation or inability to act of both Robert J. Lansing and Marcia S. Lansing, a successor trustee may be designated by a majority of the then owners of the lots determined as provided in paragraph 18, below. The designation of the trustee shall be recorded in the Recorder's Office of Adams County, Illinois.

C. PROCEDURES: The approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Trustee, or the Trustee's designated representative, fails to approve or disapprove any plans or specifications within thirty (30) days after such plans and specifications have been submitted to the Trustee, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

D. TERMINATION: The function of the Architectural Trustee shall terminate upon the completion of a dwelling on each lot of each block within the subdivision.

18. TERM: These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless a majority of the then owners of the lots sign and record an instrument revoking, altering or otherwise changing said covenants in whole or part. At any time, seventy-five percent (75%) of the then owners of the lots may sign and record an instrument revoking, altering or otherwise changing said covenants in whole or part.

In determining the "then owners of the lots," each individual lot shall have a single right. If there are multiple owners of a lot, a majority in interest shall exercise the right of the lot. If there are two (2) owners having an equal interest, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first named in the deed conveying such lot shall exercise the right.


19. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person, firm or corporation violating or attempting to violate any covenant either to restrain violation or to recover damages. An action may be brought by any person, firm or corporation having any interest in a lot in the subdivision, or the Architectural Trustee. If a violation is established, the violator or violators shall be liable for the attorneys' fees and costs of the person, firm or corporation seeking enforcement.

20. SEVERABILITY: Invalidation of any one (1) 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.

IN WITNESS WHEREOF, Declarants have duly executed this Declaration of Covenants, Conditions and Restrictions the day and year first above written.

DECLARANTS

ROBERT J. LANSING AND MARCIA S. LANSING, husband and wife, heretofore referred to as "Declarants"


Robert J. Lansing


Marcia S. Lansing

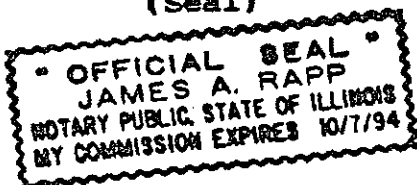
ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

I, James A. Rapp, a Notary Public in and for said County and State aforesaid, do hereby certify that ROBERT J. LANSING AND MARCIA S. LANSING, husband and wife, personally known to me to be the persons whose names are subscribed to the foregoing instrument, 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 official seal, this 30th day of May, 1991.

(Seal)



A handwritten signature in dark ink, appearing to read "J.A. Rapp", written over a horizontal line.

Notary Public

This instrument was prepared by Hutmacher, Rapp & Ortbal, P.C., 428 North Sixth Street, Quincy, Illinois 62301. Telephone (217) 222-0752.