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2021R-03457

**RYAN A. NIEKAMP
ADAMS COUNTY CLERK/RECORDER
ADAMS COUNTY, ILLINOIS
RECORDED ON**

04/08/2021 10:00 AM

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|-------------------------|--------------|
| RECORDING FEE | 32.00 |
| RHSP HOUSING FEE | 9.00 |
| COUNTY GIS | 29.00 |
| RECORDER GIS | 1.00 |

This Document Prepared By and
Return to:

William S. Meckes
SCHMIEDESKAMP ROBERTSON
NEU & MITCHELL LLP
525 Jersey Street
Quincy, IL 62301

DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS

THIS DECLARATION OF RESTRICTIONS, COVENANTS and CONDITIONS (“Declaration”) is made as of the 7th day of April, 2021 by Michael D. and Nancy A. Bernhardt (the “Bernhardts”).

Recitals

1. The Bernhardts are the owners of a parcel of land as described on Exhibit A (the “Property”).
2. The Bernhardts have created and developed three (3) lots identified by number on the Property as depicted on the subdivision plat prepared by Klinger & Associates, P.C., dated February 24, 2021, recorded on March 4, 2021, as Document No. 2021R-02038.
3. To ensure the development of the Property for solely residential use and to preserve the Property’s value as residential property, the Bernhardts declare that the Property is and shall be held, transferred sold, conveyed and occupied subject to the covenants, restrictions, charges and liens hereinafter set forth.

Building and Use Restrictions

1. Use. The Property shall be used for residential purposes only, and no business, commercial or manufacturing enterprise shall be conducted on the Property. Only one single family dwelling shall be erected, altered, placed or permitted to remain on any lot along with one additional attached garage. All garages shall be of adequate size to store a minimum of two (2) vehicles and a maximum of four (4) vehicles. No other buildings shall be permitted on each lot, with the exception of the existing buildings on lot 1 shall be allowed.
2. Building Location. No building shall be located on any lot nearer to the front lot line, rear lot line, or nearer to an interior line than the minimum set-back lines, as set forth in the Zoning Ordinance of the City of Quincy, a municipal corporation, as amended.
3. Building Size. No one-story residence of less than 1800 square feet, exclusive of attached porches (whether or not enclosed by screens or otherwise) garages and basements shall be permitted on a lot, and no two-story residence of less than 2000 total square feet, with at least 1500 square feet on

the main floor, exclusive of attached porches (whether or not enclosed by screens or otherwise), garages and basements, shall be permitted on a lot.

4. Improvements and Alterations. No dwelling shall be permitted on any lot at a cost of less than \$300,000.00, with the exception of the existing dwelling on lot 1, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of quality 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. Any residence, fixtures and/or other improvements, and any alterations thereto, shall be done in a lien-free, good and workmanlike manner, in compliance with all applicable laws, codes and other governmental requirements.
5. No Further Subdivision. No further subdividing of a lot shall be permitted.
6. Prohibited Structures. No trailer or similar type structure, school bus, tent, shack, garage, barn or other outbuilding shall at any time be used a residence, temporarily or permanently, nor shall any structure of a temporary character or any building in the process of construction, be used as a residence. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line and no more than five feet in height.
7. Waste. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
8. Signs. No advertising or display signs shall be permitted on any lot except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the lot for sale, or signs used by a builder during the construction and sales period.
9. Construction. The work or construction of any residence shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed and no such residence shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. All trees are to be left except those that reasonably need to be cut and removed to accommodate the design and location of the residence on the lot or for safety purposes and/or to avoid being in the way of construction.
10. Nuisance and Maintenance. No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All weeds shall be kept cut on the lots, and all trash and dead trees shall be cleared and disposed of, except for the north portions of Lots 2 and 3 containing existing timber. All lots shall be kept in a presentable condition. Additionally, all lots and improvements shall, at all times, comply with any and all applicable federal, state, city or county building codes, rules, regulations and ordinances.
11. Easements. Easements for the installation, operation, repair, replacement, removal and maintenance of utilities and drainage facilities are reserved as are currently in existence. Within these easements, no structure, fence, plantings, or other materials shall be placed or permitted to remain which may interfere with the use of the easement, including that which may change the direction or flow of water through drainage channels within the easement, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area within and/or on the Property, and all improvements on it, shall be maintained continuously by the

owner of each tract, except for improvements which a public authority or utility company has erected.

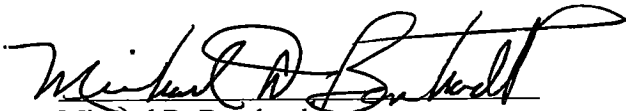
12. Satellite Dishes. No satellite dishes or discs greater than thirty-six (36) inches in diameter shall be placed on any lot.
13. Sewage Disposal Systems. Sewage disposal systems shall be either private septic systems or public sewage facilities, all of which shall conform to and meet the requirements of the Adams County Board of Health.
14. Water Supply. No individual water supply system shall be permitted at the Property unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the local public health authority. Approval of such system as installed shall be obtained from such authority.
15. Vehicle Repairs and Wrecks. Neither the Property or streets surrounding the Property shall be used for commercial or private repair of any vehicle other than temporary repairs to vehicles owned by a tract owner; provided, however, that the same can be completed within two (2) days. No wrecked, junked, disabled or non-usable vehicles shall remain on the Property or any street surrounding the Property for more than two (2) days.
16. Swimming Pools. No above-ground swimming pools may be placed or installed on the Property.
17. Animals. 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, not to exceed two in number, may be kept provided that they are not kept, bred or maintained for any commercial purpose, and are not permitted at any time to run at large.
18. Roadway Sight Lines. 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 pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

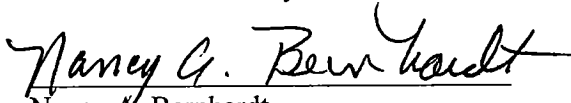
General

1. All persons, corporation, trusts or other entities that now hold or shall hereafter acquire any interest in any part of the Property shall be taken to agree to comply with the covenants, restrictions, and provisions contained herein as to the use of the Property and the construction of residences.
2. A lot owner shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or obligations contained herein, either to prevent him or them from doing so or to recover damages for such violations. Should any owner or the successor in interest of any owner be required to incur attorneys' fees, costs, and/or other expenses as a result of another owner's failure to perform any obligation pursuant to the terms of this Declaration, the owner so failing to perform shall be liable to other owner for any reasonable attorneys' fees, costs, and expenses incurred by such owner.

3. All provisions of this Declaration shall run with the land and be binding upon and inure to the heirs, successors, assigns, grantees and devisees of the owners. The term of this Declaration shall be for a term of 20 years from the date this Declaration is recorded in the Office of the Recorder of Deed of Adams County, Illinois, after which time said Declaration shall automatically be extended and be enforceable for successive periods of ten years.
4. This Declaration may be modified, altered, amended or rescinded by a declaration in writing signed by all of the then current titleholders of the Property filed and recorded in the Adams County, Illinois Recorder's Office.

Execution


 Michael D. Bernhardt

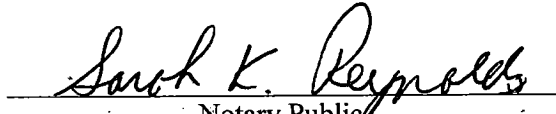

 Nancy A. Bernhardt

STATE OF ILLINOIS)
)
 COUNTY OF ADAMS) SS.

On this 7th day of April, 2021, before me appeared Michael D. Bernhardt and Nancy A. Bernhardt, husband and wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as having executed the same, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.




 Notary Public

My Commission Expires:
March 13, 2023

Exhibit A

That part of the Southwest Quarter of Section 23 in Township 1 South of the Base Line, Range 9 West of the Fourth Principal Meridian, described as follows:

Beginning at the southeast corner of a 4.971 acre tract described in a Warranty Deed recorded as Document No. 2020R-10603; thence North 86 degrees 38 minutes 47 seconds West on the south line of said tract 386.24 feet to the northwest corner of Lot 16 of Bluff Estates, said corner being a point on the easterly right of way line of Morton Drive; thence on said easterly right of way line 39.11 feet on a curve to the right having a radius of 254.23 feet, the chord of said curve bears North 37 degrees 41 minutes 39 seconds West 39.07 feet; thence continuing on said easterly right of way line North 33 degrees 17 minutes 12 seconds West 36.68 feet to the southeast corner of Lot 15 of Bluff Estates; thence North 01 degree 03 minutes 27 seconds East 446.10 feet on the east line of said Lot 15, said east line being the west line of said 4.971 acre tract, to the north west corner of said 4.971 acre tract and northeast corner of said Lot 15; thence South 86 degrees 42 minutes 10 seconds East on the north line of said 4.971 acre tract 430.75 feet to the northeast corner of said 4.971 acre tract; thence South 00 degrees 58 minutes 59 seconds West on the east line of said 4.971 acre tract 505.50 feet to the point of beginning.