

53-75

No. 179416 Filed this 30th day of November, A.D. 1955 at 3:40 o'clock P.M.

Know all men by these presents, that we, Shirley E. Brockschmidt and Valera C. Brockschmidt, husband and wife, being the owners of the hereinafter described real estate, do hereby make and establish the following Restrictive Covenants, which shall cover and apply to the following described real estate:

Lots One (1) through Sixteen (16), both inclusive of Park Plaza Subdivision, a Subdivision of part of the North half of the Northwest Quarter of Section Six (6), in Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, and a part of Lot Twenty-three (23) in Block Two (2) in Madison Place, also all of Lots One (1) and Two (2) in Block Six (6) in East Quincy Addition as shown in Book 8 of Deeds, at page 623, all situated in the City of Quincy, in the County of Adams and State of Illinois.

If the parties hereto, or either of them, or any heir of their heir or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any one 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.

Not to erect any building other than a single detached dwelling house, either with or without garage, and other necessary outbuildings, upon the said lot or land hereby conveyed or any part thereof; provided that no outdoor

Not to erect or suffer to be erected upon the said land, or any portion thereof, any dwelling house, with an exterior other than frame, brick or stucco or with roof other than composition, wood or slate shingle, and outbuilding to match such construction; provided that a temporary dwelling may be used not in conformity with this restriction, provided its use shall be terminated within two years from the date its construction is commenced.

Not to use any building to be erected upon the said land or any part thereof for any other purpose than that of a private dwelling house only.

Not to make, sell or keep for sale, upon the said land, or any portion thereof, any spiritous or intoxicating liquors, and not to do or suffer thereon anything which shall be a nuisance to the person or persons from time to time owning or occupying any other portion of the land subject to restrictions herein contained.

Not to build or suffer to build any dwelling house, which together with the land, has a value of less than Twenty Thousand (\$20,000.00) Dollars, and not to build any dwelling house or garage with its foremost portion closer to the street line than the building line shown on the recorded plat of said subdivision, and the said conditions and covenants, and each of them, are hereby expressly made an essential part of this instrument and shall be and remain of perpetual efficacy and obligations in respect to the said premises, and each portion thereof.

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 such pets per residence) may be kept provided they are not kept, bred or maintained for any commercial purpose.

These covenants shall take effect immediately, shall apply to all of said real estate, and shall run with the land and shall be binding upon all parties and all persons claiming under them until December 31, 1980, at which time said covenants shall be extended automatically for successive periods of five (5) years unless altered at the end of any five year period by vote of a majority of the lot owners in said Subdivision; each lot shall be entitled to one vote; provided that the owners of any four or more contiguous lots may abandon these covenants at any time by filing their election to abandon these covenants with the Recorder of Deeds of Adams County, Illinois.

In Witness Whereof, the parties hereto have hereunto signed their names and affixed their seals, this 17<sup>th</sup> day of November, 1955.

Shirley E. Brockschmidt (SEAL)  
Shirley E. Brockschmidt  
Valera C. Brockschmidt (SEAL)  
Valera C. Brockschmidt

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF ADAMS )

I, Robert Wald, a Notary Public in and for said County in the State aforesaid, do hereby certify that Shirley E. Brockschmidt and Valera C. Brockschmidt, husband and wife, 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 use and purpose set forth.

Given under my hand and Notarial Seal, this 17<sup>th</sup> day of November, 1955.

