

No. 201324 Filed this 10th., day of July A.D., 1957 at 1:00 o'clock P.M.

CONTENTS OF OLD SUBDIVISION
 WILLIAM D. BRENNAN and JULY E. BRENNAN, TRUSTEES
PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, William D. Brennan and July E. Brennan, husband and wife, being the owners of the hereinafter described real estate do hereby make and establish the following protective covenants which shall cover the following described real estate, all situated in the County of Adams and State of Illinois, to-wit:

A subdivision of all that part of the West One-half (1/2) of the Southwest quarter 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, Adams County, Illinois, being more particularly bounded and described as follows:

Commencing at a point on the West line of the Southwest Quarter of Section 32 One hundred seventy and ninety-four hundredths (170.94) feet South of the Northwest corner of said Southwest Quarter, thence North 88° 23' East Seven hundred eighty-four and eight hundredths (784.08) feet to a point, said point being Ninety-seven and sixty-eight hundredths (97.68) feet South of the North line of the Southwest Quarter of said Section 32, thence South 00° 08' West Nine hundred thirty-five and twenty-two hundredths (935.22) feet to the centerline of the Columbus Road running through said Quarter Section and formerly known as the Northern Cross Railroad Right-of-Way, thence South 79° 12' 30" West along the centerline of said Columbus Road, Eight hundred eight and thirty-four hundredths (808.34) feet to a point on the West line of said Southwest Quarter Section, thence North 00° 44' East along the West line of said Southwest Quarter Section One thousand thirty-seven and nineteen hundredths (1037.19) feet to the point of beginning, containing 17.833 acres, more or less, and excepting therefrom the following described tract:

Commencing at a point on the West line of said Southwest Quarter Section Seven hundred sixty-four and forty-five hundredths (764.45) feet South of the Northwest corner of said Southwest Quarter Section, thence North 79° 12' 30" East parallel to the centerline of said Columbus Road Two hundred five and fifty-one hundredths (205.51) feet, thence South 00° 44' West parallel to the West line of said Southwest Quarter Section One hundred twenty (120) feet, thence North 79° 12' 30" East parallel to the centerline of said Columbus Road Three hundred thirty (330) feet, thence South 00° 44' West parallel to the West line of said Southwest Quarter Section Three hundred twenty-three and sixty-eight hundredths (323.68) feet to the centerline of said Columbus Road, thence South 79° 12' 30" West along the centerline of said Columbus Road Five hundred thirty-five and fifty-one hundredths (535.51) feet to a point on the West line of said Southwest Quarter Section, said point being One thousand two hundred eight and thirteen hundredths (1208.13) feet South of the Northwest corner of said Southwest Quarter Section, thence North 00° 44' East along the West line of said Southwest Quarter Section Four hundred forty-three and sixty-eight hundredths (443.68) feet to the place of beginning. Said exception contains 4.453 acres more or less, all situated in the County of Adams in the State of Illinois.

These covenants shall take effect immediately upon the recording hereof and shall apply immediately to all of the above described real estate.

These covenants shall run with the land and shall be binding upon all the parties and persons claiming under them until January 1, 1967, A.D., at which time said covenants shall be automatically extended for successive periods of five (5) years unless by agreement of the then owners of the above described real estate or the several lots and parcels thereof it is agreed to change said covenants in whole or in part. In determining the majority of the then owners, each and every owner of a lot or parcel of real estate shall have an equal right.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot or parcel of said real estate to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages for such violation or violations.

The invalidation of any one of these covenants by judgment or order of any court of record shall in no wise affect any of the other provisions or covenants herein contained.

All platted lots shall be known as residential lots and all buildings constructed thereon are to be used for residential purposes only and there shall be no more than one residence built on each lot except that said lots may be redivided so as to increase the size of any lot or decrease the size of any lot, but no lot shall be decreased in size to less than the average square feet contained in said residential lots.

LAND USE AND BUILDING TYPE. No lot shall be used for other than residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

All dwellings and garages must be completed and have at least two (2) coats of paint within one year from date of beginning construction.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

DWELLING, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of 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.

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 setback lines shown on the recorded plat. No dwelling shall be located nearer than five feet to an interior lot line. No dwelling or building shall be located on any interior lot nearer than ten feet to the rear lot line. For the purpose of these covenants eaves, steps and open porches shall not be considered as a part of a building.

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Easements reserved on the recorded plat for any purpose whatsoever shall remain as permanent

reference to the building of any building upon lots or parcels of land in said tract described shall be void and no permanent building or structure shall be erected on said premises.

2. No offensive or offensive activity shall be carried on upon any lot, parcel or tract of land in said tract described in this deed or in any subdivision thereof.

3. The structure of a temporary character, such as, barn, or other outbuilding shall be erected either temporarily or permanently.

4. No sign shall be displayed to the public view on any lot, parcel or tract of land in said tract described in this deed or in any subdivision thereof, the area of which shall not exceed one square foot, one sign for each lot, parcel or tract of land in said tract described in this deed or in any subdivision thereof, for the purpose of advertising the property, or any business, or any other activity.

5. No oil, kerosene, or other liquid, or development equipment, or other equipment, or other operations of any kind shall be carried on upon any lot, parcel or tract of land in said tract described in this deed or in any subdivision thereof, or shall be stored upon or in any lot, parcel or tract of land in said tract described in this deed or in any subdivision thereof, or shall be used in any way for oil or kerosene or shall be stored, or used in any way for oil or kerosene.

6. No pig, live stock, or poultry of any kind shall be kept, bred, or maintained on any lot, parcel or tract of land in said tract described in this deed or in any subdivision thereof, or shall be used in any way for oil or kerosene.

7. No lot shall be used or maintained for the purpose of storing, or disposing of, or other waste shall not be stored in any lot, parcel or tract of land in said tract described in this deed or in any subdivision thereof, or shall be used in any way for oil or kerosene.

8. No individual sewage-disposal system shall be installed on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of State of Illinois, Department of Public Health. Approval of such system as the same shall be obtained from such authority.

9. No fence, wall, hedge or shrub shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line extending from the corner 20 feet from the intersection of the street lines, or in the case of a bounded 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

WITNESSETH:

IN TESTIMONY WHEREOF, the said William D. Brennan and Ruby R. Brennan, owners of said tract, have caused these presents to be executed and their seals hereto affixed this 1st day of July, A.D. 1957.

William D. Brennan (SEAL)
Ruby R. Brennan (SEAL)

STATE OF ILLINOIS)
COUNTY OF ADAMS) SS

I, William D. Brennan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William D. Brennan and Ruby R. Brennan 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.

GIVEN under my hand and notarial seal this 1st day of July, A.D. 1957.

William D. Brennan
Notary Public.



COLUMBUS CIRCLE

W. D. BRENNAN, DEVELOPER

- LEGEND**
- PROPERTY LINE _____
 - LOT LINE _____
 - BUILDING LINE - - - - -
 - EASEMENT LINE - - - - -
 - WIRE OVERHANG - - - - -
 - IRON PIPE PROPERTY MARKER ⊕



I HEREBY CERTIFY THAT THE ABOVE SURVEY AS PLATTED WAS MADE BY THIS OFFICE UNDER MY SUPERVISION AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William H. Klingner
ILLINOIS LAND SURVEYOR NO. 913

PLAT OF SURVEY OF PART OF THE S.W. 1/4 OF SECTION 32 TWP. 1 SOUTH, RANGE 8 WEST OF THE 4TH E.M. ADAMS COUNTY, ILLINOIS.				
WM. H. KLINGNER & ASSOCIATES, ENGINEERS ROOM 524 W.C.U. BLDG. QUINCY, ILLINOIS				
SURVEYED	DATE	DRAWN	CHECKED	NOTES
APR 30 1957	JUNE 1957	A. E. BARNHAM	R. C. STEUBER	DN. 42

6 plat 22

I, William H. Klingner, do hereby certify that the within plat upon which this certificate is endorsed is a true and correct plat of COLUMBUS CIRCLE, a Subdivision of part of the West One Half (1/2) of the Southwest Quarter (1/4) of Section 32 in Township 1 South of the Base Line and in Range 8 West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows:

Commencing at a point on the West line of the Southwest Quarter (1/4) of said Section 32 One hundred seventy and ninety four hundredths (170,94/100) feet South of the Northwest corner of said Southwest Quarter (1/4), thence North 96° 23' East Seven hundred eighty four and eight hundredths (784,08/100) feet to a point, said point being Ninety seven and sixty eight hundredths (97,68/100) feet South of the North line of the Southwest Quarter (1/4) of said Section 32, thence South 00° 08' West Nine hundred thirty five and twenty two hundredths (935,22/100) feet to the centerline of the Columbus Road running through said Quarter Section and formerly known as the Northern Cross Railroad Right-of-Way, thence South 79° 12' 30" West along the centerline of said Columbus Road, Eight hundred eight and thirty four hundredths (808,34/100) feet to a point on the West line of said Southwest Quarter Section, thence North 00° 04' East along the West line of said Southwest Quarter One thousand thirty seven and nineteen hundredths (1037,19/100) feet to the point of beginning, containing 17,333 acres, more or less, and excepting therefrom the following described tracts:

Commencing at a point on the West line of said Southwest Quarter Section Seven hundred sixty four and forty five hundredths (764,45/100) feet South of the Northwest corner of said Southwest Quarter Section, thence North 79° 12' 30" East parallel to the centerline of said Columbus Road Two hundred five and fifty one hundredths (205,51/100) feet, thence South 00° 04' West parallel to the West line of said Southwest Quarter Section One hundred twenty (120) feet, thence North 79° 12' 30" East parallel to the centerline of said Columbus Road Three hundred thirty (330) feet, thence South 00° 04' West parallel to the West line of said Southwest Quarter Section Three hundred twenty three and sixty eight hundredths (323,68/100) feet to the centerline of said Columbus Road, thence South 79° 12' 30" West along the centerline of said Columbus Road Five hundred thirty five and fifty one hundredths (535,51/100) feet to a point on the West line of said Southwest Quarter Section, said point being One thousand two hundred eight and thirteen hundredths (1208,13/100) feet South of the Northwest corner of said Southwest Quarter Section, thence North 00° 04' East along the West line of said Southwest Quarter Section Four hundred forty three and sixty eight hundredths (443,68/100) feet to the place of beginning. Said exception contains 4,453 acres more or less.

I further certify that the annexed survey and subdivision was made under my supervision and that the necessary survey monuments are correctly shown; and that I am a Registered Illinois Land Surveyor.

I further certify that said Plat of COLUMBUS CIRCLE contains Four (4) Blocks of Lots; Block One, Nine (9) Lots; Block Two, Ten (10) Lots; Block Three, Seven (7) Lots; Block Four, Twenty six (26) Lots; and streets as shown on said plat, and that the Northwest corner of Lot Five (5), Block Three (3) is South 00° 04' West One hundred twenty and ninety-four hundredths (120,94/100) feet and North 86° 23' East Twenty five and seven hundredths (25,07/100) feet from the Northwest Corner of the Southwest Quarter 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.

Witness my hand and seal this 13th day of July A.D., 1957.



William H. Klingner
Registered Illinois Land Surveyor No. 191

We, William D. Swann and Ruby R. Brannon, husband and wife, being the owners, and Gen City Building and Loan Association being the mortgagee, of the land described and shown on the annexed plat, do hereby certify that we have caused the same to be surveyed and platted by William H. Klingner, a registered Illinois Land Surveyor, for the purpose of creating and establishing a Subdivision to be known as COLUMBUS CIRCLE, a Subdivision of part of the Southwest Quarter of Section 32, in Township One (1) South of the Base Line and Range Eight (8) West of the Fourth Principal Meridian, situated in the City of Quincy, County of Adams and State of Illinois, which Subdivision shall be subject to the conditions and restrictions as set forth in an instrument dated the 10th day of July, A.D., 1957, and executed by the undersigned and filed for record in the office of the Recorder of Deeds, Adams County, State of Illinois, in MISCELLANEOUS Book No. 58 at Page No. 28, and do further acknowledge said survey and Subdivision to be correct and do hereby dedicate the streets shown thereon to public use forever, and do hereby reserve the public utility easements shown on said plat for the location, construction, establishment, maintenance and operation of all public utilities of every kind and nature. No permanent buildings or structures shall be erected on such easements.

Witness our hands and seals this 13th day of July A.D., 1957.

William H. Swann (SEAL) *Ruby R. Brannon* (SEAL)
William H. Swann Ruby R. Brannon

William H. Swann (SEAL) *Ruby R. Brannon* (SEAL)
GEN CITY BUILDING AND LOAN ASSOCIATION, PRESIDENT GEN CITY BUILDING AND LOAN ASSOCIATION, SECRETARY-TREASURER

Gen City Building and Loan Association, a corporation organized and existing under the laws of the State of Illinois, hereby consents to the final plat and restrictions attached hereto.

IN TESTIMONY WHEREOF, said Gen City Building and Loan Association, a corporation as aforesaid, has caused these presents to be executed by its authorized officers and attested by its Assistant Secretary.

GEN CITY BUILDING AND LOAN ASSOCIATION

Robert P. Hester
Its President

ATTEST:

Andrew C. Schaub
Its Assistant Secretary



STATE OF ILLINOIS) ss.
COUNTY OF ADAMS)

I, *Andrew C. Schaub*, a Notary Public in and for the County and State aforesaid, do hereby certify that Carl R. Berger as President and Assistant Secretary respectively of Gen City Building and Loan Association duly organized and existing under and by virtue of the laws of the State of Illinois are personally known to me to be the same persons whose names as such Secretary are subscribed to the foregoing instrument as having executed and on behalf of said corporation appeared before me this day in person and in that behalf duly granted to them by the Board of Directors of said corporation and delivered the said instrument as their free and voluntary act and deed and Assistant Secretary respectively, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and seal the 15th day of July

Andrew C. Schaub
Notary Public

STATE OF ILLINOIS) ss.
COUNTY OF ADAMS)

I, *Andrew C. Schaub*, a Notary Public in and for the County and State aforesaid, do hereby certify that William D. Swann, husband and wife, and personally known to me to be the same persons as subscribed to the annexed plat appeared before me this day in person and were sealed and delivered said Plat as their free and voluntary act and deed therein set forth.

Given under my hand and notarial seal this 15th day of July, 1957.

Andrew C. Schaub
Notary Public

STATE OF ILLINOIS) ss.
COUNTY OF ADAMS)
CITY OF QUINCY)

I, Dale Kirlin, as Chairman of Quincy Plan Commission, do hereby certify that the above and foregoing plat upon which this certificate is endorsed was duly approved by said Quincy Plan Commission at a regular meeting held July 9th A.D. 1957.

In Witness Whereof, I have hereunto affixed my hand and official seal this 13th day of July A.D., 1957.

Dale T. Kirlin
Chairman, Quincy Plan Commission

STATE OF ILLINOIS) ss.
COUNTY OF ADAMS)

I, Arthur F. White, as County Clerk in and for Adams County, Illinois, do hereby state and certify that I find no delinquent general taxes, nor delinquent special assessments, or unpaid current special assessments described and subdivided in and by the within plat of COLUMBUS CIRCLE is endorsed.

Witness my hand and official seal this 13th day of July, 1957.

Arthur F. White
County Clerk in and for Adams County

STATE OF ILLINOIS) ss.
COUNTY OF ADAMS)
CITY OF QUINCY)

I, Carl Ridder, as City Treasurer and ex-officio Collector of Special Taxes in and for the City of Quincy, Illinois, do hereby certify that no delinquent or outstanding unpaid special assessments levied against the tract of land described and subdivided in and by the within certificate is endorsed.

In Witness Whereof, I have hereunto affixed my hand and official seal this 13th day of July, 1957.

Carl Ridder
City Treasurer and Ex-officio Collector of Special Assessments and Special Taxes in the City of Quincy, Illinois

STATE OF ILLINOIS) ss.
COUNTY OF ADAMS)
CITY OF QUINCY)

I, Lawrence Kuhlman, as City Clerk of the City of Quincy, Illinois, do hereby certify that the above and foregoing plat upon which this certificate is endorsed, approved by the City of Quincy, at a regular meeting held July 9th 1957.

Lawrence Kuhlman
City Clerk of Quincy

STATE OF ILLINOIS) ss.
COUNTY OF ADAMS)
CITY OF QUINCY)

The above and foregoing plat of COLUMBUS CIRCLE is a part of the Works of the City of Quincy, Illinois, this 13th day of July, 1957.

BOARD OF PUBLIC WORKS OF THE CITY OF QUINCY
Robert P. Hester
President

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No. 75820 Filed on the 1st day of June 1990 at 10:20 A.M.

AMENDMENT TO PROTECTIVE COVENANTS

This Amendment to Protective Covenants made this 2nd day of

May, 1990.

WITNESSETH:

WHEREAS, on July 10, 1957, certain Protective Covenants were filed in Book 58 of Miscellaneous Records at page 28 in the Office of the Recorder of Deeds in and for Adams County, Illinois, in regard to the real estate which is now known and described as Columbus Circle Addition to the City of Quincy being a subdivision of part of the West One-half of the Southwest Quarter 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 and the State of Illinois; and

WHEREAS, said Protective Covenants provided as follows:

"LAND USE AND BUILDING TYPE. No lot shall be used for other than 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 and one-half stories in height and a private garage for not more than two cars."; and

WHEREAS, said Protective Covenants further provided as follows:

"These covenants shall run with the land and shall be binding upon all the parties and persons claiming under them until January 1, 1967, A.D., at which time said covenants shall be automatically extended for successive periods of five (5) years unless by agreement of the then owners of the above described real estate or the several lots and parcels thereof it is agreed to change said covenants in whole or in part. In determining the majority of the then owners, each and every owner of a lot or parcel of real estate shall have an equal right."; and

WHEREAS, the following owners of a majority of the lots located in Columbus Circle Addition to the City of Quincy have by affixing their signatures to this document agreed to modify the provisions hereinabove described as follows:

"These covenants shall run with the land and shall be binding upon all the parties and persons claiming under them, and said covenants shall

automatically continue until such time as the then owners of the lots located in Columbus Circle agree to change said covenants in whole or in part. In determining the majority of the then owners each and every owner of a lot or parcel of real estate shall have an equal right.

"LAND USE AND BUILDING TYPE. No lot shall be used for other than 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 and one-half stories in height and a private garage for not more than two cars, except that a one-story structure of no more than 280 square feet may be constructed on each lot provided the exterior of said building shall be made of metal, brick, wood or vinyl siding."

It is further agreed that all other terms and provisions of said Protective Covenants recorded July 10, 1957, in Book 58 of Miscellaneous Records at page 28 in the Office of the Recorder of Deeds in and for Adams County, Illinois, shall continue in full force and effect until such time as any of the provisions of said Protective Covenants are amended or modified as provided herein.

IN WITNESS WHEREOF, the undersigned owners of said parcels have caused these presents to be executed and their seals hereto affixed this 22

day of May, A.D., 1990.

BLOCK ONE

LOT 1	<u>Charles V. Otte</u> <u>Elizabeth J. Otte</u>	_____	LOT 6
LOT 2	<u>Carmily M. Halbing</u>	<u>Robert E. Bybee</u>	LOT 7
LOT 3	<u>Glenn R. Beaber</u>	<u>Maude C. Bybee</u>	_____
LOT 4	<u>Karen C. Houghton</u>	<u>Carl F. Bybee</u>	LOT 8
LOT 5	<u>Craig Michael Locke</u> <u>John M. Krizan</u>	<u>Harold M. Kistner</u> <u>Catherine M. Duder</u>	LOT 9

Block Two

- Lot 10 Edward (Edward)
- Lot 9 Paul H. Higgins
- Lot 8
- Lot 7 Jay B. Bork
- Lot 6
- Lot 5
- Lot 4
- Lot 3
- Lot 2
- Lot 1

Block Three

- Lot 10
- Lot 9
- Lot 8
- Lot 7
- Lot 6
- Lot 5
- Lot 4
- Lot 3
- Lot 2
- Lot 1

89 Misc 746

BLOCK FOUR

LOT 1 Thelma Chilkow

W. Leland T. Linger LOT 14
Betty McLeppers

LOT 2 x Stephen McElroy
x Mary McElroy

LOT 15

LOT 3 Thomas J. Becker
Michelle Becker

Frank Dick LOT 16

LOT 4 x Charles W. Babb
Bernard Babb

Madge M. Walz LOT 17

LOT 5 Alan O. Fleer

Clark F. Lane, Jr. LOT 18

LOT 6 Donald G. Osterman

Lucille D. Jones
Richard C. Powell LOT 19
Elizabeth M. Powell

LOT 7 x Kenneth M. Schmitt

LOT 20

LOT 8 Thomas Optisaki

x Paul Bastlow LOT 21
Beth Bastlow

LOT 9 x Theodore Vannatta
Vesta Vannatta

LOT 22

LOT 10 Robert Stark

LOT 23

LOT 11 Derna M. Caruth

x Michael S. Willard LOT 24

LOT 12 x Virginia Barry
Frances E. Barry

LOT 25

LOT 13 Barbara M. Hummer

John L. Overt LOT 26
Michelle M. Overt

