

Chapel
Valley

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, Robert R. Terwelp and Marjorie A. Terwelp, husband and wife, and Thomas R. Roberts and Emily Roberts, husband and wife, are owners of the following described real estate situated in the County of Adams, and the State of Illinois:

lots One (1) through Lot Twelve (12) in Chapel Valley Subdivision First Addition, a Subdivision of part of the South Half (1/2) of the Southeast Quarter of the Southeast Quarter of Section Eighteen (18) in Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian.

Whereas, it is the desire and intention of the owners 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 7 day of September, 1979, the owners hereby declare 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.

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:

Robert R. Terwelp	R.R. 9, South 24th, Quincy, IL
Marjorie A. Terwelp	R.R. 9, South 24th, Quincy, IL
Thomas R. Roberts	1313 South 28th, Quincy, IL
Emily Roberts	1313 South 28th, Quincy, IL

Part A. Area of Application

A-1. Fully-Protected Residential Area. The residential area in its entirety shall apply to CHAPEL VALLEY SUBDIVISION FIRST ADDITION containing lots numbered One (1) through Twelve (12), a subdivision of the above-described real estate.

Part B. Residential Area Covenants

B-1. Land Use and Building Types. 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 not more than three (3) cars.

B-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 D.

B-3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost 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 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. 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, nor less than 2,000 square feet for a dwelling of two story.

B-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 five (5) 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 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.

B-5. That the exterior side walls of every dwelling built in this addition shall be of standard material with at least one-half of the exterior surface being either masonry (brick or genuine stone) and the remainder of the exterior surface shall be either bevelled siding, wood shingles, or the equivalent thereof, and that any and all types of roll covering, imitation brick or imitation siding of any type is prohibited.

B-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.

B-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.

B-8. Temporary Structures. No structure of a temporary character, 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.

B-9. Signs. No signs of any kind shall be displayed to the public view on any lot except 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.

B-10. Livestock and Poultry. 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 may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

B-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.

B-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.

B-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.

B-14. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation 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.

B-15. Weed Control. No lot shall be allowed to become overgrown by weeds or other undesirable foliage. All owners must endeavor to keep their lots trimmed to a reasonable length.

B-16. Commercial Vehicles. No commercial vehicle shall be kept, stored, maintained or parked on or adjacent to any lot on a regular basis.

Part C. General Provisions

C-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.

C-2. Severability. 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.

Part D. Architectural Control Committee

D-1. Membership. The Architectural Control Committee is composed of Robert R. Terwelp, Thomas R. Roberts and Norman W. Hare. 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.

D-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 the completion thereof, approval will not be required and the related covenants shall be deemed to have been

No. 25548 Filed on the 12th day of September 1979 at 1:30 P.M.

Certified Copy of a Death Record

Index on lot 11, in Block 1 in Southern View, Quincy, Adams County, Illinois

STATE OF ILLINOIS

STATE FILE NUMBER

REGISTRATION DISTRICT NO. **1.0**

REGISTERED NUMBER

MEDICAL CERTIFICATE OF DEATH

DECEASED

1. DECEASED - NAME: **ARTHUR U ZIMMERMAN** SEX: **MALE** DATE OF DEATH: **SEPTEMBER, 6, 1979**

2. RACE: **WHITE** 4a. ETHNIC ORIGIN: **AMERICAN** 4b. AGE: **75** 5. UNDER 1 YEAR: **NO** 6. UNDER 1 DAY: **NO** DATE OF BIRTH: **FEB. 12, 1904** 7a. COUNTY OF DEATH: **ADAMS**

7b. CITY: **QUINCY** 7c. HOSPITAL OR OTHER INSTITUTION: **ST MARY HOB HOSPITAL** 7d. STATUS: **INPATIENT**

8. STATE OF BIRTH: **ILLINOIS** 9. CITIZEN OF WHAT COUNTRY: **USA** 10. MARRIED: **MARRIED** 11. NAME OF SURVIVING SPOUSE: **FLORENCE WOERMAN**

12. SOCIAL SECURITY NUMBER: **327-05-1361** 13a. USUAL OCCUPATION: **NIGHT SUPT.** 13b. KIND OF BUSINESS OR INDUSTRY: **TOOL MFG CO** 13c. U.S. WAR VETERAN: **NO** 13d. WAR OR RATE OF SERVICE: **NO**

14a. RESIDENCE STREET AND NUMBER: **1119 MADONNA DR** 14b. CITY: **QUINCY** 14c. INSIDE CITY: **YES** 14d. COUNTY: **ADAMS** 14e. STATE: **ILL**

PARENTS

15. FATHER NAME: **JOSEPH ZIMMERMAN** 16. MOTHER MAIDEN NAME: **DAISY GREEN**

17a. INFORMANT'S SIGNATURE: *Mrs. Florence Zimmerman* 17b. RELATIONSHIP: **WIFE** 17c. MAILING ADDRESS: **1119 MADONNA DR QUINCY, ILL 62301**

CAUSE

18. DEATH HAS CAUSED BY: **Cerebrovascular disease** (b) years

19. PART II. OTHER SIGNIFICANT CONDITIONS: **NO**

20. DATE OF OPERATION, IF ANY: **NO** MAJOR FINDINGS OF OPERATION: **NO**

CERTIFIER

21. ATTENDED THE DECEASED FROM: **3/11/60** TO: **9/6/79** AND LAST EXAM. MADE: **9/5/79** HOUR OF DEATH: **4:35 A.M.**

22a. SIGNATURE: *Robert C. Murphy* 22b. DATE: **9/7/79**

22c. NAME AND ADDRESS OF CERTIFIER: **Robert C. Murphy, M.D.-1400 Maine Street-Quincy, Ill.** 22d. ILLINOIS LICENSE NUMBER: **30799**

DISPOSITION

23. BURIAL CREMATION, REMOVAL (SPECIFY): **BURIAL** 23a. CEMETERY OR CREMATORY: **GREENMOUNT** 23b. LOCATION: **QUINCY, ILLINOIS** 23c. DATE: **SEPT. 8, 1979**

24a. FUNERAL HOME: **DUKER FUNERAL HOME** 24b. ADDRESS: **823 BROADWAY QUINCY, ILLINOIS 62301**

25a. FUNERAL DIRECTOR'S SIGNATURE: *Robert C. Murphy* 25b. ILLINOIS LICENSE NUMBER: **30799**

26a. LOCAL REGISTRAR'S SIGNATURE: *Robert C. Murphy* 26b. DATE: **SEP 7 1979**

I HEREBY CERTIFY THAT the foregoing is a true and correct copy of the death record for the decedent named at item 1, and that this record was established and filed in my office in accordance with the provisions of the Illinois Vital Records Act.

