

Columbus  
Circle

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, JAMES P. WARD and MARILYN WARD, being the sole owners of the following described real estate:

A part of the Northwest Quarter of the Southwest Quarter and a part of the Southwest Quarter of the Northwest 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, to-wit: Commencing at a point on the South line of the Northwest Quarter of said Section Thirty-two (32), said point being South  $88^{\circ} 19' 49''$  East Seven Hundred Eighty-two and Seventy-six Hundredths (782.76) feet from the West quarter corner of said Section Thirty-two (32), thence North  $00^{\circ} 42' 08''$  East Six Hundred Twenty-two and Fifty-one Hundredths (622.51) feet, thence South  $88^{\circ} 37' 45''$  East Five Hundred Forty-four and Eighty-nine Hundredths (544.89) feet to a point on the East line of the Southwest Quarter of the Northwest Quarter of said Section Thirty-two (32), thence South  $01^{\circ} 18' 34''$  West along the East line of the Southwest Quarter of said Northwest Quarter Six Hundred Twenty-five and Twenty-eight Hundredths (625.28) feet to the Southeast corner of the Southwest Quarter of said Northwest Quarter, thence South  $00^{\circ} 43' 33''$  West along the East line of the Northwest Quarter of the Southwest Quarter of said Section Thirty-two (32) a distance of Forty-four and Eight Hundredths (44.08) feet, thence North  $89^{\circ} 16' 27''$  West Three Hundred Fifteen and Eighty-two Hundredths (315.82) feet, thence South  $08^{\circ} 21' 58''$  West Five Hundred Twenty-four and Thirty-seven Hundredths (524.37) feet, thence South  $72^{\circ} 09' 33''$  West One Hundred Fifty-four and Twenty-nine Hundredths (154.29) feet to the Southeast corner of Lot Seven (7), Block One (1), Columbus Circle Subdivision, thence North  $00^{\circ} 08'$  East Six Hundred Twenty-one and Eighty-three Hundredths (621.83) feet to the point of beginning, said tract containing Ten and Sixty-four Hundredths (10.64) acres,

do hereby make and establish the following Protective Covenants, which shall cover all lots in said 10.64 acres and each and every part thereof, which Covenants shall run with the land and shall be binding upon the parties hereto, and shall be binding upon each and every person, firm and corporation claiming by, through or under us, or either of us, for a period of twenty-five (25) years from the date hereof, at which time such Covenants shall be extended automatically for successive periods of ten (10) years unless an unanimous decision of the then owners of such lots, through a written instrument duly recorded in the Office of the Recorder of Deeds, shall amend or suspend such Covenants.

In the event that either of us, or any person claiming by, through or under us, or either of us, shall violate or attempt to violate any of the Covenants herein contained, it shall be lawful for any other person, firm or corporation owning any real estate in said 10.64 acres to prosecute any proceedings at law or in equity against the person, firm or corporation violating or attempting to violate any such Covenant and either to prevent him, her or it from so doing or to recover damages or other dues for such violation.

In validation 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.

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No motor vehicle shall be permanently parked on any of the 10.64 acres. All motor vehicles temporarily parked shall be of good working order, licensed and stored in a proper manner.

No dwelling shall be permitted on any lot which has less than fifteen hundred (1500) square feet living area.

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

Dogs, cats or other household pets (not to exceed two such pets per residence) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. If any commercial purposes and any other livestock shall be maintained, same shall be pursuant to the Ordinances of the City of Quincy, Illinois, regulating same.

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.

All dwelling structures shall have no less than fifty (50) per cent of its exterior surface made of brick and/or stone.

All out buildings must be of the same construction as the exterior of the home, and every residence shall have an attached garage or attached carport of suitable design.

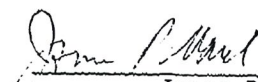
Any road or driveway must be of hard sealed surface (concrete, asphalt, or emulsion mix).

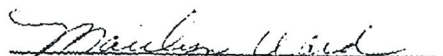
No business must be operated or transacted on said dwellings (auto shops, beauty shops, distributorships, etc.).

Recreation vehicles (campers, camping trailers, trailers, boats, motorcycles, etc.) shall be stored in a proper manner.

Only single dwelling residences shall be allowed on the 10.64 acres.

IN WITNESS WHEREOF, said owners, James P. Ward and Marilyn Ward, have caused these presents to be executed this 20th day of September, A.D., 1978.

  
James P. Ward

  
Marilyn Ward