

Crestmoor 3rd

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we Leslie I. McEwen and Lucille K. McEwen, 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:

Crestmoor Third Addition, an Addition to the City of Quincy, being a Subdivision of part of Lot Five (5) of Lawrence & Flach's Subdivision of the Northwest Quarter of Section Seven (7) in Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams and State of Illinois.

These covenants shall take effect immediately upon the recording thereof 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, 1999, at which time said covenants shall be automatically extended for successive periods of five (5) years unless by agreement of 80% 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 80% of the then owners each and every owner of a lot or parcel of real estate shall have an equal right. Leslie I. McEwen and Lucille K. McEwen are named as trustees until 1999 and are given the final authority to rule on all questions of judgment for the benefit of the subdivision.

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.

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

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.

No sign of any kind shall be displayed to the public view 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 property during the construction and sales period.

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 construction thereon are to be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height and an attached garage, which garage shall contain floor space of at least 500 square feet.

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

Fences may be erected but only of a decorative nature between front of dwelling and curb.

No one-story dwelling shall contain floor space, excluding porches, breezeways, garages and basement, if any, of less than 1400 square feet. All other dwellings shall contain floor space, excluding porches, breezeways, garages and basement, if any, of at least 1850 square feet, being a minimum of 1100 square feet on the first floor and 750 square feet on the second floor.

All exterior sidewalls of all residences shall be of standard materials with at least 50% of the first floor exterior walls, excluding doors and windows, being either brick or stone.

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.

All excess dirt from excavating or grading shall be placed on area property designated by L. I. McEwen.

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 easements to the benefit of all parties owning lots or parcels of land in said above described tract of real estate and no permanent building or structure shall be erected on said easements.

Trucks of any size, boats, trailers of any kind, motorized recreational vehicles, attachable vans, mobile campers, or similar equipment may be kept in the Subdivision, which includes streets and lots, provided a permanent off-street, fully enclosed shelter is provided for housing therein and that such equipment is not kept outside thereof for a period exceeding thirty-six (36) continuous hours.

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.

POWER OF ATTORNEY

I, Dorothy V. Mast, a lawful resident of the City of Quincy, County of Adams and State of Illinois, do hereby constitute and appoint my cousin, Marjorie Ann Clem, as and for my true and lawful attorney in fact to act for me and in my stead with relation to the following transactions:

1. To receive all funds and property which may be now due or become due to me and to proceed in any manner for the collection thereof, including the instituting of any suit in law or equity for the recovery thereof;

2. To sell and dispose of any property, real or personal, owned by me and in relation to which I have the right to sell the same, and to receive the proceeds from such sale;

3. To deposit any monies received by her as my attorney in fact in any account in any financial institution of her choosing in her name individually or in her name as attorney in fact for me;

4. To withdraw any funds from any financial institution where the same are now on deposit or may hereafter be deposited by me or by her as my attorney in fact, without accounting to said financial institution for the purpose of such withdrawal or the deposit of such funds;

5. To make provision for me for my care in any home or institution, to make any decision as to the care and treatment to be given me, and to pay all expenses incurred thereby out of my assets, including medical and nursing care;

6. To enter any safe deposit box and remove property therefrom whether the same be registered in my name or in her name as my attorney in fact;

7. With respect to real estate, to convey the same into her own name individually, to the effect that she may sell and dispose of the same individually after my death;

8. To do any other action with relation to my property or income which I might personally do, including but without limitation of such power, the making of any reports, the making of any income tax returns, entering into contracts, or signing leases.

Acknowledging the possibility that all persons are subject to becoming incompetent to transact business, and to attend to their personal care and welfare by reason of mental or physical disability, and that I am not immune or exempt from this possibility and because of my trust in Marjorie Ann Clem, I desire that this power of attorney continue in such event, and accordingly I do hereby declare and constitute this power of attorney as irrevocable.

I hereby ratify and confirm all that my said attorney in fact may do by virtue of these presents and expressly holding harmless any person

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 lots shall be kept in good appearance including the cutting of grass and weeds and removal of all rubbish, weeds and dead trees.

In Witness Whereof, the said Leslie I. McEwen and Lucille K. McEwen, owners of said tract, have caused these presents to be executed and their seals thereto affixed, this 10th day of January, 1979.

Leslie I. McEwen (SEAL)
Leslie I. McEwen

Lucille K. McEwen (SEAL)
Lucille K. McEwen

STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

I, Lyla Marshall Brider, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leslie I. McEwen and Lucille K. McEwen, 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.

Given Under my Hand and Notarial Seal, this 10th day of January, A.D. 1979.



Lyla Marshall Brider
Notary Public

Prepared by Loos & Schnack, Attorneys

from any liability by dealing with my said attorney in fact under these presents, and my said attorney shall not be held liable for the decrease in the market value of or the loss of any asset which I own and which occurs while the same is invested in the same manner as the same came into her possession as attorney in fact.

Executed at Quincy, Illinois, this 24th day of November, A.D., 1978.

Dorothy V. Mast

STATE OF ILLINOIS)
) ss.
COUNTY OF ADAMS)

I, PATRICIA J. LAMBERT, a Notary Public in and for the County and State aforesaid, do hereby certify that Dorothy V. Mast, personally known to me as the same person who executed the above and foregoing instrument, acknowledged that she executed the same as her free and voluntary act for the uses and purposes therein set forth.



Given under my hand and notarial seal this 24th day of November,

Patricia J. Lambert