

Ippensen  
Sub

No. 9256 Filed this 12th day of April A.D., 1966 at 9:26 o'clock A.M.

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, Julius Ippensen and Virginia Nell Ippensen, husband and wife, and Frank D. Stevens and Bobette Stevens, 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:

Lots One (1) through Six (6) inclusive of Ippensen Subdivision, a Subdivision of part of the East One-half (E½) of the Southeast Quarter (SE¼) of Section Ten (10) in Township One (1) North, Range Eight (8) West of the Fourth Principal Meridian, Adams County, 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, 1977, 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.

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.

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, 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 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, except that said lots may be used for public schools, elementary and high schools, and educational institutions having a curriculum the same as ordinarily given in public schools and for purposes incidental thereto including the erection and maintenance of buildings and playground facilities.

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 stories in height and a private garage for not more than two cars, nor shall any pre-fabricated or flat roofed building be located on any lot, except this provision shall not be applicable to Lot Number One (1) in said subdivision.

All dwellings and garages must be completed and have at least two 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 set back line and no more than four feet in height.

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 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.

No dwelling shall contain floor space, excluding porches, breezeways, garages and basement, if any, of less than 1000 square feet.

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 be not considered as a part of the building.

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 structures shall be erected on said premises.



Indian Lake  
Sub

RESTRICTIVE COVENANTS  
INDIAN LAKE SUBDIVISION

A Subdivision in Adams County, Illinois

STATE OF ILLINOIS )  
                          )SS  
COUNTY OF ADAMS )

OWNERS CERTIFICATE

James W. Bross and Marian C. Bross, husband and wife, being the legal owner of the entire Indian Lake Subdivision, a subdivision of a part of the Northwest Quarter of Section Six (6), in Township Two (2) South of the Base Line, in Range Seven (7) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois, hereby provide that all conveyances of property hereafter made by the present or future owners of any of the lands included in the aforesaid subdivision shall be taken and understood as if incorporated in all such conveyances without repeating the same, the following restrictions and covenants:

RESTRICTIONS AND COVENANTS

1. No lot shall be used except for residential purposes, except as hereinafter provided. No residential building shall be erected, altered, placed, or permitted to remain on any lot other than "one attached single family dwelling not to exceed 2 1/2 stories in height excluding basement or foundation, and a private garage". No mobile homes or trailers shall be permitted unless at least 24 feet wide and 48 feet long. Barns or utility buildings must not exceed 24 feet by 30 feet and must be placed back of the house.
2. Minimum building setback lines from street property line as indicated on plat and 15 feet from side lot lines.
3. No dwelling shall be permitted of less than 960 square feet, exclusive of attached porches or garages and basements.
4. The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as necessary for the construction of improvements shall be permitted.

5. Except for foundations and basements, concrete blocks will not be allowed as exterior construction.

6. 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; weeds on vacant lots shall be cut during the summer months. All lots shall be kept mowed of grass, and maintained in a neat orderly manner.

7. Easements for installing and maintenance on utilities and drainage facilities are reserved as shown on plat. Within these easements, no structure, fence, planting, or other materials shall be placed or permitted to remain which may change the direction or flow of water through drainage channels within the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot, and all improvements on it shall be maintained continuously by the owner of the lot except for improvements for which a public authority or utility company is responsible.

8. No structure of a temporary character, trailer, tent, shack, barn or outbuilding shall be used on any lot at any time for a residence either permanently or temporarily for more than 90 days.

9. No sign of any kind shall be displayed to the public view on any lot except "one" professional sign of not more than "two" square feet, "one" sign of not more than "five" square feet advertising the property for sale or rent, or signs used by the builder during the construction and sales period.

10. No animals, livestock, poultry of any kind shall be raised, bred, or maintained for any commercial purposes, except domestic animals which shall be limited to two ponies or horses, two bovine animals, two dogs, or two cats.

11. No lots 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 materials shall be kept in a clean and sanitary manner. All sewage facilities shall conform to and meet the requirements of the Adams County Board of Health.

12. No lot or street shall be used for commercial or private repair of any vehicle other than temporary repairs that can be completed within ten days, and no wrecked, junk, disabled or non-used vehicles shall remain on any lot or street for more than ten days.



13. Repairing of electrical appliances for profit, beauty shops, barber shops and other services for profit may be conducted from any of these lots, as long as such activity does not constitute a nuisance.

14. These restrictions and covenants shall run with the land and shall be binding upon all parties and persons claiming under them for a period of 20 years from the date these restrictions and covenants are recorded, and shall be automatically extended for successive periods of ten years, unless at any time an instrument signed by two thirds of the then owners of the lots has been recorded agreeing to change said restrictions and covenants in whole or in part.

15. Enforcement shall be by proceeding 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.

16. Invalidation of any one or more of these restrictions and covenants by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned owners of the aforesaid subdivision.

Dated at Quincy, Illinois this 24<sup>th</sup> day of January, 1974.

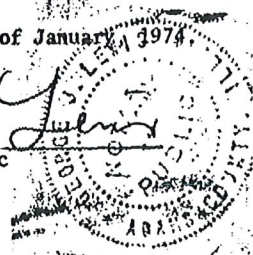
James W. Bross  
Marian C. Bross

STATE OF ILLINOIS )  
                          )SS  
COUNTY OF ADAMS )

I, the undersigned, a Notary Public in and for the County of Adams and State of Illinois, do hereby certify that JAMES W. BROSS + MARIAN C. BROSS personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument for the uses and purposes therein set forth as their own true and voluntary act.

Given under my hand and notarial seal this 24<sup>th</sup> day of January, 1974.

George J. [Signature]  
Notary Public



No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be not kept except in sanitary containers. All incinerations or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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 State of Illinois, Department of Public Health. Approval of such system as installed shall be obtained from such authority.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations 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 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.

IN WITNESS WHEREOF, the said Julius Ippensen, Virginia Nell Ippensen, Frank D. Stevens and Bobette Stevens, owners of said tract, have caused these presents to be executed and their seals thereto affixed, this 31<sup>st</sup> day of March, A.D. 1966.

Julius Ippensen (Seal)  
Virginia Nell Ippensen (Seal)  
Frank D. Stevens (Seal)  
Bobette R. Stevens (Seal)

Subscribed and sworn to before me this 31<sup>st</sup> day of  
March, A.D. 1966.

John F. Adams  
Notary Public

