

Michael Reinert's
Sub

M.P.:

KNOW ALL MEN BY THESE PRESENTS, that Dalhaus Realty, Incorporated, a corporation created and existing under and by virtue of the laws of the State of Iowa, duly authorized to transact business in the State of Illinois, being the sole owner of the following described real estate:

401 S. 10th The West one hundred ten (110) feet four (4) inches of Lot Five (5) in Michael Reinert's Subdivision of Lots Eight (8), Nine (9), Ten (10) and the West Thirty-seven (37) feet of Lot Seven (7) in Block Sixty-nine (69) of John Wood's Addition to the City of Quincy, Adams County, Illinois

405 S. 10th The West one hundred ten (110) feet four (4) inches of Lot Four (4) in Michael Reinert's Subdivision of Lots Eight (8), Nine (9), Ten (10) and the West Thirty-seven (37) feet of Lot Seven (7) in Block Sixty-nine (69) of John Wood's Addition to the City of Quincy, Adams County, Illinois

409 S. 10th The West one hundred ten (110) feet four (4) inches of Lot Three (3) in Michael Reinert's Subdivision of Lots Eight (8), Nine (9), Ten (10) and the West thirty-seven (37) feet of Lot Seven (7) in Block Sixty-nine (69) of John Wood's Addition to the City of Quincy, Adams County, Illinois

413 S. 10th The West one hundred ten (110) feet four (4) inches of the North thirty-eight (38) feet of Lot Two (2) in Michael Reinert's Subdivision of Lots Eight (8), Nine (9), Ten (10) and the West thirty-seven (37) feet of Lot Seven (7) in Block Sixty-nine (69) of John Wood's Addition to the City of Quincy, Adams County, Illinois

does hereby make and establish the following protective covenants which shall cover all of said lots 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 Dalhaus Realty, Incorporated.

In the event that Dalhaus Realty, Incorporated or any person claiming by, through or under it, 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 subdivision to prosecute any proceedings at law or in equity against any such person, firm or corporation violating or attempting to violate any such covenants and either to prevent him, her or it from so doing or to recover damages or other dues for such violation.

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.

1. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. 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 an annoyance or nuisance to the neighborhood.

3. 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.

4. No dwelling shall be erected on any of said lots in which the ground floor area of the main structure, exclusive of one story open porches and garages shall be less than six hundred seventy (670) square feet.

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Garages shall conform in character and design to the main structure.

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

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 may be kept, provided 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 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.

Reserved is an Easement and Right-of-Way, together with the full and free right for the grantees, their tenants, servants, visitors and licensees, in common with all others having the like right, at all times hereafter with or without automobile or other vehicles or on foot, for the purpose of ingress and egress to and from the rear or any portion of said Lots and for all other purposes connected with the use of said Lots, to pass and re-pass along and over a strip of land 18 feet wide, extending upon and along the East side of said Lots and North and South across a sidewalk from Kentucky Street, to the South line of said Lot Two (2).

The Grantees will and do hereby assume and agree to pay one-fourth (1/4) of the cost of maintaining the present 10-foot gravel driveway over the respective easement herein reserved, together with the 35 foot by 10 foot cement approach and a sidewalk which now forms a part of said driveway and over which same extends.

Reserved is an easement and the right to use for the passage of sewage, water and soil from the said parcels hereby described a certain sewer or drain in and under a strip of land 18 feet wide, extending upon and along the East side of said lots and North and South across a sidewalk from Kentucky Street, to the South line of said Lot Two (2).

The Grantees will and do hereby assume and agree to pay one-fourth (1/4) of the cost of maintaining the present sewer system.

IN WITNESS WHEREOF, said Dalhaus Realty, Incorporated, has caused its corporate seal to be affixed hereto, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 7th day of January, 1971.



DALHAUS REALTY, INCORPORATED

By:

Adolf C. Dalhaus
Its President

ATTEST:

Grae C. Hammond
Its Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF PIKE)

I, Larry Edward Kabrick, a Notary Public in and for the County of Pike and State of Illinois, do hereby certify that Adolf C. Dalhaus personally known to me to be the President of Dalhaus Realty, Incorporated, and Grace C. Hammond personally known to me to be the Secretary of said Corporation, and personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of January, 1971.



Larry Edward Kabrick
Notary Public