

Quincy
Co. Club
Estates

PROTECTIVE COVENANTS

Know all men by these presents that House & Keller, Inc., an Illinois Corporation, being the owner of the hereinafter described real estate does 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 twenty-one (21) in Quincy Country Club Estates, an addition to the City of Quincy, situated in the county of Adams and the State of Illinois.

These covenants shall run with the land and shall be binding upon all of the parties and persons claiming under them for a period of twenty (20) years from the date hereof. After the aforesaid period the restrictions established herein may be changed by a duly recorded instrument properly signed and acknowledged by the then owners of eighty percent (80%) or more of all lots or portions thereof in the addition.

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.

The invalidation of any one of these covenants by judgement or order of any court of record shall in no wise affect any of the other provisions or covenants herein contained.

1. That each tract consisting of one lot or lot plus a fractional part of a second lot in this addition shall be restricted to a one family dwelling only, and not more than one main building shall be erected on any lot nearer to the front line or nearer to the side street line than the minimum setback lines as shown on the recorded plat, nor shall any building be erected nearer than ten (10) feet from the property line of the adjoining owner.

2. That every residence shall have a garage either attached or unattached or a carport of suitable design.

3. That the exterior side walls of every dwelling built in this addition shall be of standard material with at least one-third 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. No dwelling shall contain floor space, excluding porches, breezeways, garages, and basement, if any, of less than 1500 square feet on the first floor or main grade level and 400 square feet on the second floor, if any. This paragraph is not applicable to the one dwelling in existence on the date of the recording of these covenants.
4. That no fence shall be erected on any lot in excess of height of 4½ feet.
5. That all permanent fuel tanks and exterior tanks of every kind shall be buried underground, excepting, however, for a period no longer than one heating season, this covenant shall not apply to the temporary use of gas tanks while awaiting a gas heating permit.
6. That on every lot whereon a dwelling is erected, no part of such lot may be sold separately which is less than 10 feet from any structure.
7. That no one will be permitted to live on any lot in a temporary building or tent erected or placed thereon, nor in any partially erected residence.
8. 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.
9. That no provision shall be made on any lot for the raising or keeping of poultry or rabbits, or for the housing of horses, cows, swine, sheep, goats or other livestock; nor shall any lot be used for commercial agricultural purposes. No one shall keep or maintain on any one lot more than one dog or cat and under no circumstances shall any dog or cat be allowed to run free in the Subdivision.

10. That the owner of each and every lot shall keep all weeds cut thereon, rubbish cleared and disposed of, dead trees removed to the end that each and every lot shall be maintained in a presentable condition. Each lot shall have planted and maintained at least one tree for each 7000 square feet of ground; trees existing on the date of purchase may be counted in satisfying this provision.
11. That all rubbish and garbage containers on each and every lot shall be concealed from public view.
12. That no residence or dwelling or any portion of any lot shall be used as a boarding house, rooming house, club house, roadhouse, or for any sign or billboard; nor shall any residence or dwelling or any portion of any lot be used for the purpose of any noxious or offensive trade or activity; nor shall anything be done in or on any building or premises which may be or hereafter become a nuisance to owners or inhabitants of lots in this addition.
13. That no boat, trailer, camper or other unsightly object shall be parked, stored or permitted to remain on any lot for a period in excess of twenty-four hours unless the same is kept inside the garage.

HOUSE & KELLER, INC.

BY: James B. Keller (seal)
James B. Keller, President

ATTEST: Kathleen M. Keller (seal)
Kathleen M. Keller, Secretary

