

*Sheridan
Est. 2nd Add*

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Richmiller, Inc., an Iowa corporation authorized to do business in the State of Illinois, being the owner of the following described real estate:

Lots Ten (10) through Twelve (12) in Block Seven (7), Lots Five (5) through Nine (9) in Block Eight (8), Lots Six (6) through Thirteen (13) in Block Nine (9), Lots Eight (8) through Ten (10) in Block Ten (10), Lots Five (5) through Eight (8) in Block Sixteen (16), Lots One (1) through Five (5) in Block Seventeen (17), Lots One (1) through Six (6) in Block Eighteen (18), Lots One (1) through Thirteen (13) in Block Nineteen (19), Lots One (1) through Thirteen (13) in Block Twenty (20) and Lots One (1) through Three (3) in Block Twenty-one (21), all in Sheridan Estates Second Addition, a Subdivision of part of the South one half ($\frac{1}{2}$) of the Northeast Quarter of Section Twenty-four (24) in Township Two (2) South of the Base Line, in Range Nine (9) West of the Fourth Principal Meridian, Adams County, Illinois,

does hereby make and establish the following Protective Covenants, which shall cover all Lots in said Sheridan Estates Second Addition, 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 it 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 years unless a majority 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 Richmiller, Inc., 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 Sheridan Estates Second Addition to prosecute any proceedings at law or in equity against the person, firm or corporation violating or attempting to violate any such covenant 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.

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.

No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than twenty-five (25) feet to the front lot line, nor nearer than twenty-five (25) feet to any side street line. An enclosed porch shall be considered a part of the main building for the purpose of this covenant.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than six thousand square feet or a width of less than sixty feet at the front building set back line.

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.

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 structures of a temporary character be used as a residence.

No dwelling shall be permitted on any lot at a cost of less than \$30,000.00 based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality, 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 thereon.

Easements are reserved as shown on the recorded plat for utility location, construction, establishment, maintenance and operation and no permanent building or structure shall be erected on said easements.

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 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 such pets per residence) 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.

No boats, trailers, campers or commercial trucks shall be kept, parked or stored within this subdivision unless same is kept, parked or stored inside a garage.

Fences may be constructed within this subdivision but the same shall not exceed six (6) feet in height and shall not extend nearer the street than the front line of any dwelling or the side line of any dwelling situated on any lot the side of which is adjacent to a street.

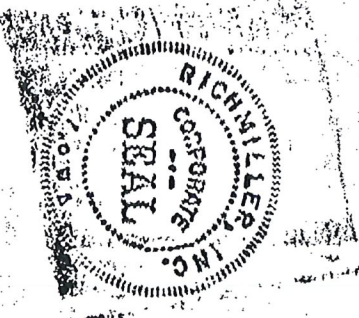
All owners of lots within Sheridan Estates Second Addition shall be and become shareholders in the Sheridan Estates Disposal Corporation, a Illinois not for profit corporation, and will be bound by the articles of incorporation and by-laws of said corporation. Title to each lot in Sheridan Estates Second Addition shall entitle the owner or owners thereof to one share for each lot so owned.

All owners of lots within Sheridan Estates Second Addition shall be obligated to pay their pro rata share of the operation and maintenance of the sewage disposal system located thereon as determined by the said Sheridan Estates Disposal Corporation and any failure, neglect or refusal to pay their share as so determined will entitle said corporation to a lien on the land of such person or persons within Sheridan Estates Addition. Notice of said lien may be filed by the corporation in the Office of the Recorder of Deeds, Adams County, Illinois.

The owner or owners of all lots within this subdivision to which water service has been provided shall be responsible for the maintenance of the water service line from the water main to the house or structure to which the water line extends.

In Witness Whereof, said Richmiller, Inc., has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary this 23rd day of July, 1978.

RICHMILLER, INC.



BY: Roger J. Richmiller
President

ATTEST: Elizabeth D. Richmiller
Secretary

STATE OF ILLINOIS }
COUNTY OF ADAMS } SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Roger J. Richmiller, personally known to me to be the President of Richmiller, Inc., an Iowa corporation, and Elizabeth D. Richmiller, personally known to me to be the Secretary of said corporation, and 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 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 and deed of said corporation, for the uses and purposes therein set forth.



J. Robert Underwood
Notary Public

No. 15060 Filed on the 26th day of July 1978 at 10:04 A.M.



WILLIAM J. SCOTT
ATTORNEY GENERAL
STATE OF ILLINOIS
SPRINGFIELD

July 19, 1978

INHERITANCE TAX

File No. 010898

In re: Estate of
Mary Louise Tibbits

Deceased

Dennis W. Gorman
Attorney at Law
314 N. Sixth St.
Quincy, Il. 62301

Dear Mr. Gorman:

From the information supplied by affidavit in my file, it appears at this time that there is no inheritance tax due the State of Illinois, by reason of the death of the above named decedent.

This letter will not prejudice the collection of inheritance tax, if any is found to be due at a later date.

If desired, an adjudication of this question may be had in the Circuit Court.

Very truly yours,

William J. Scott
ATTORNEY GENERAL

Index on:

The West 37½ feet of the East 75 feet
of Lots 151, 152, 153 and 154 of South Lawn
No. 2 Addition to the City of Quincy, Adams
County, Illinois

9-b (Revised 6/22/73)

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