

*Co. Park Gardens*

PROTECTIVE COVENANTS

FOR DEVELOPMENTS OF SINGLE FAMILY DETACHED DWELLINGS.  
OF SOUTH PARK GARDENS  
HOME OWNERSHIP ASSISTANCE OF QUINCY, INC.  
QUINCY, ILLINOIS

PART A. PREAMBLE

South Park Gardens is a true and correct plat of the resubdivision of Lots One (1) through Seven (7), inclusive, all in Block One (1), of J. C. Wiskirchen's Subdivision of a part of the West Twelve (12) Acres of the East Eighteen (18) Acres of the Southwest Quarter of the Southeast Quarter of Section Eleven (11) in Township Two (2), South of the Base Line, Range Nine (9), West of the Fourth Principal Meridian in Book 2 of Plats on Page 228 in the Office of the Recorder of Deeds in and for Adams County, Illinois, together with the South Ten (10) feet of the Alley running along the North lines of said Lots One (1) through Seven (7), of said Block One (1) of said J. C. Wiskirchen's Subdivision. Subdivision known as South Park Gardens, a subdivision of part of Section Eleven (11) in Township Two (2) South of the Base Line, Range Nine (9) West of the Fourth Principal Meridian contains Seven (7) Lots.

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to the entire subdivision.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

C-4. BUILDING LOCATION.

- (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 5 feet to any side street line.
- (b) No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.
- (c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be constructed to permit any portion of a building, on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.



C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

C-7. NUISANCES. 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.

C-8. TEMPORARY STRUCTURES. 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.

C-9. SIGNS. 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 for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

PART H. GENERAL PROVISIONS

H-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.


H-2. ENFORCEMENT. Enforcement shall be by proceedings 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.

H-3. SEVERABILITY. 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.

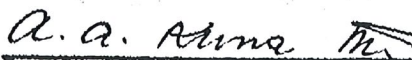
PART J. ATTEST

The Home Ownership Assistance of Quincy, Inc., and Illinois Corporation, by Dr. A. A. Kuna, its President, and Rev. Harold Davis, Jr., its Secretary, being the owners of the land described in Part A. (The Preamble) do hereby certify that they have caused the attached Protective Covenants to be made.

Dated this 20<sup>th</sup> day of NOVEMBER A.D., 1970.

  
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Rev. Harold Davis, Jr. Secretary  
Home Ownership Assistance of Quincy, Inc.



  
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Dr. A. A. Kuna, President,  
Home Ownership Assistance of Quincy, Inc.