

RESTRICTIVE COVENANTS

TOLTON ADDITION

A Subdivision in Adams County, Illinois

STATE OF ILLINOIS)
)
COUNTY OF ADAMS) ss

OWNERS CERTIFICATE

Home Ownership Assistance of Quincy, Inc., an Illinois not-for-profit corporation, being the legal owners of the entire Tolton Addition, a subdivision of a part of the Southeast Quarter of Section 34 in Township 1 South of the Base line, in Range 8 West of the Fourth Principal Meridian in Adams County, 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 incorporating 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. No building shall be erected, altered, placed, or permitted to remain on any lot other than "one detached single family dwelling not to exceed 2 1/2 stories in height excluding basement or foundation, and a private garage, which may be detached from the residence, for not more than two cars."
2. All lots shall have 25 feet minimum building setback lines from street property line and ten feet from side lot lines. The houses shall be erected as shown on the plat, as amended.
3. No building shall be permitted of less than 1,000 square feet, exclusive of attached porches or garages and basements, except one neat outbuilding, not to exceed 16 feet by 24 feet, shall be permitted behind the house in the back yards, avoiding easements, sand-filters, etc.
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. All trees are to be left except those reasonably needed to be cut for safety purposes and to avoid being in the way for construction.
5. All property owners who share a sewerage collection line shall share in the cost of cleaning or repairing such line if the need arises.

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RESTRICTIONS AND COVENANTS

1. 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 2½ stories in height excluding basement or foundation, and a private garage, which may be detached from the residence, for not more than two cars."
2. All lots shall have 25 feet minimum building setback lines from street property line and ten feet from side lot lines. The houses shall be erected as shown on the plat, as amended.
3. No building shall be permitted of less than 1,000 square feet, exclusive of attached porches or garages and basements, except one neat outbuilding, not to exceed 16 feet by 24 feet, shall be permitted behind the house in the back yards, avoiding easements, sand-filters, etc.
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5. All property owners who share a sewerage collection line shall share in the cost of cleaning or repairing such line if the need arises.

6. Each lot owner is responsible for maintaining the water service line for the house to the corporation stop at the main line.

7. 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 contained in a neat orderly manner.

8. Easements for installing and maintenance on utilities and drainage facilities are reserved as shown on plat. Within these easements, no structure, fence, planning, 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.

9. 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.

10. 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 the builder during the construction and sales period.

11. No animals, livestock, poultry of any kind shall be raised, bred, or maintained for any commercial purposes, and domestic animals shall be limited to two dogs and two cats.

12. No vegetable gardens either for private or commercial use will be permitted within the subdivision, except for a garden for private use back of the house.

13. 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. Sewage disposal systems shall consist of sandfilters or when and if public sewage facilities become available shall consist of the use of public sewage facilities. All sewage facilities shall conform to and meet the requirements of the Adams County Board of Health.

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

15. No fence, wall, hedge, or shrub planting which obstructs sitelines at elevations between two feet and six feet above the roadway shall be placed or permitted to remain on road right of way or within ten feet of the intersection of any road right of way and another

road right of way or driveway. No tree shall be permitted to remain within such distance of such street and driveway property lines unless the foliage line is maintained at a sufficient height to prevent any obstructions at siteline.

16. These restrictions and covenants shall run with the land and shall be binding upon all parties and persons claiming them for a period of 30 years from the date of these restrictions and covenants are recorded, and shall be automatically extended for a successive period of ten years, and unless an instrument signed by a majority of the then owners of the lot has been recorded agreeing to change said restrictions and covenants in whole or in part.

17. 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.

18. Invalidation of any one or more of these restrictions and covenants by judgment or court order shall by no way 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 19th day of September, 1975.

HOME OWNERSHIP ASSISTANCE OF QUINCY,
an Illinois not-for-profit corporation

By

Carl Kuman
Its President



David R. Carlson
Its Secretary

Subscribed and sworn to before me this 19th day of Sept, 1975.

George J. Lewis
George J. Lewis



Prepared by: George J. Lewis