

Holzgrafe 3rd

No. 03963 Filed on the 18th day of May 1973 at 2:30 P.M.

THIS DECLARATION made this 16th day of May, A.D. 1973, by
W. C. Holzgrafe Construction Co., an Illinois corporation, as owner
of the following described real estate, to-wit:

W. C. Holzgrafe Third Addition, an Addition to the
City of Quincy, being a Subdivision of part of the
Southeast Quarter of Section Twelve (12) in Township
Two (2) South of the Base Line, in Range Nine (9)
West of the Fourth Principal Meridian, situated in
the County of Adams and State of Illinois, and

hereby declare and covenant with all subsequent owners of lots in
said Addition and grantees, lessees, assignees, devisees and heirs
and all parties claiming by or through or under them that the follow-
ing restrictions shall run with the land and shall apply to all lots
in this addition, except as hereinafter specified and each subsequent
owner by his and her acquisition or acceptance of title to any one
or more of said lots covenants:

1. That each tract consisting of one lot or lot plus a frac-
tional 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 such lot.

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.

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 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. That the owner of each and every lot shall give all necessary easements to and for the installation and maintenance of any and all public utilities as recorded on the plat of this addition.

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.

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.

14. That the restrictions established by this declaration may be changed by a duly recorded instrument properly signed and acknowledged by the then owners of eighty per cent or more of all lots in the addition.

15. All the foregoing provisions and restrictions shall continue to remain in full force and effect at all times until January 1, 1993, and thereafter continued subject to change as provided in the foregoing paragraph 14.

IN WITNESS WHEREOF, said W. C. Holzgrafe Construction Co., an Illinois corporation has caused these presents to be executed in its name and for and on its behalf by its President and attested by its Secretary-Treasurer and has caused its corporate seal to be hereunto affixed, all in pursuance of power and authority duly given and granted by the Board of Directors of said corporation.

W. C. Holzgrafe Construction Co.,

By W. C. Holzgrafe
Its President

W. C. Holzgrafe
Its Secretary-Treasurer

STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

I, Lyla Mardell Bresler a Notary Public in and for said County, in the State aforesaid, do hereby certify that Wilmer C. Holzgrafe and Sylvia E. Holzgrafe, the President and Secretary-Treasurer respectively of W. C. Holzgrafe Construct Co., a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, who are personally known to to be the same persons whose names, as such President and Secretary-Treasurer are subscribed to the foregoing instrument, as having executed the same in the name of and for and on behalf of said corporation, appeared before me this day in person and acknowledged that they, as such President and Secretary-Treasurer respectively and pursuant to power and authority in that behalf duly granted to them by the Board of Directors of said corporation, signed, sealed and delivered the said instrument as their free and voluntary act and deed as such President and Secretary-Treasurer respectively as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16th day of May, A.D. 1973.



Lyla Mardell Bresler
Notary Public