

Wilmar Orchard 18

M.P.

THIS DECLARATION made this 21st day of January, A.D. 1972, by W. C. Holzgrafe Construction Co., an Illinois corporation, as owner of the following described real estate, to-wit:

WILMAR ORCHARD FIRST 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 and 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 following 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 lot in this Addition shall be restricted to a one family residence only, and not more than one main building shall be erected on any lot in this addition.
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 4½ feet in height on the side and front yards of any lot.
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 no lot shall be resubdivided nor shall a fractional part of any lot be sold whereby the remaining frontage is less than 65 feet.
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 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, road-house, 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 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 (80%) or more of all lots in the addition.

14. All the foregoing provisions and restrictions shall continue to remain in full force and effect at all times until January 1, 1992, and thereafter continued subject to change as provided in the foregoing paragraph 13.

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 Wilmer C. Holzgrafe  
Its President

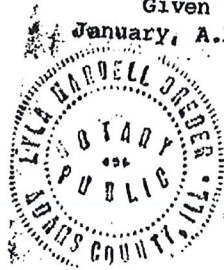
Wilmer C. Holzgrafe  
Its Secretary-Treasurer  
(CORPORATE SEAL AFFIXED)



STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF ADAMS )

I, Lyla Marcell Breders, 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 Construction Co., an Illinois corporation, who are personally known to me 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 and 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 31st day of January, A.D. 1972.



Lyla Marcell Breders  
Notary Public