

RECORDED

Sep 8, 2003 3:22 PM Fees \$30.00



Larry D. Ehmen, County Recorder

**SCHOLZ, LOOS, PALMER  
SIEBERS, & DUESTERHAUS**

**DECLARATION OF ADOPTION OF PROTECTIVE COVENANTS**

Whereas, Jeffrey C. Stroot and Harold R. Stroot, Co-Trustees of Twenty Acres Land Trust, under a Trust Agreement dated December 16, 1987, are owners of real estate described as follows:

Lots Five (5) and Six (6) of Block Three (3) and Lot Seven (7) of Block One (1) of Carriage Hill First Addition, an Addition to the City of Quincy, being a part of the Northeast Quarter of Section Seven (7) in Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois, as shown on Plat of said Subdivision recorded in Book 15 of Plats at page 233, in the Recorder's Office of Adams County, Illinois.

PINs: 23-3-3085-018-00  
23-3-3085-019-00  
23-3-3085-020-00

Lots Eight (8) and Nine (9) of Block One (1) of Carriage Hill Second Addition, an Addition to the City of Quincy, being a part of the Northeast Quarter of Section Seven (7) in Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois, as shown on Plat of said Subdivision recorded in Book 15 of Plats at page 922, in the Recorder's Office of Adams County, Illinois.

PINs: 23-3-3085-021-00  
23-3-3085-025-00

Lot Four (4) of Block Four (4) and Lots Two (2), Five (5), Seven (7), Nine (9) and Eleven (11) of Block Five (5) of Carriage Hill Third Addition, an Addition to the City of Quincy, being a part of the Northeast Quarter of Section Seven (7) in Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois, as

shown on Plat of said Subdivision recorded in Book 15 of Plats at page 923, in the Recorder's Office of Adams County, Illinois.

PINs: 23-3-3085-027-00  
23-3-3085-030-00  
23-3-3085-033-00  
23-3-3085-035-00  
23-3-3085-037-00  
23-3-3085-039-00

Whereas it is the desire and intention of the owners to sell certain lots in the real estate described above and to impose on such real estate mutual, beneficial restrictions for the benefit of all the lands in the tract and the future owners of those lands, we now declare that all of the above described real estate which is presently owned by Jeffrey C. Stroot and Harold R. Stroot, Co-Trustees of Twenty Acres Land Trust, under a Trust Agreement dated December 16, 1987, shall be held, conveyed, used, occupied and improved, subject to all of the conditions and covenants contained in a document entitled "Carriage Hill Protective Covenants" and recorded February 6, 1991, in Book 89 of Miscellaneous Records, at page 1074, in the Office of the Adams County Recorder of Deeds, a copy of which is attached hereto for reference as Exhibit A.

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EXHIBIT A

No. 61924 Filed on the 6th day of February 1991 at 8:56 A. M.

89M-1094

**CARRIAGE HILL  
PROTECTIVE COVENANTS**

Whereas, Jeffrey C. Stroot and Steven W. Brinkmeyer, Co-Trustees of Twenty Acres Land Trust, under a Trust Agreement dated December 16, 1987, are owners of the following described real estate:

Carriage Hill; an Addition to the City of Quincy, being a Subdivision of part of the Northeast Quarter of Section Seven (7) in Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams, State of Illinois, and

Whereas it is the desire and intention of the owners to sell the lots in the real estate described above and to impose on such real estate mutual, beneficial restrictions for the benefit of all the lands in the tract and the future owners of those lands, we now declare that all the property described above is held and shall be held, conveyed, used, occupied and improved, subject to the following conditions and covenants:

1. Single Family Residences. The premises shall be used only for single-family residences with attached garages. No one-story dwelling shall contain floor space, excluding porches, breezeways, patios, garages and basement, if any, of less than 1,640 square feet. No two-story dwelling shall contain floor space, excluding porches, breezeways, patios, garages and basement, if any, of less than 2,000 square feet with a minimum of 1,200 square feet on the first floor. No dwelling shall exceed two stories in height.

2. Outbuildings. No outbuilding shall be placed, erected or maintained upon any part of the premises. No structure of a temporary character, trailer, tent or shack, shall be used at any time as a residence, either temporarily or permanently.

3. Diligence in Construction. The exterior of every building which is being constructed on any lot in the subdivision shall be completed within twelve (12) months after the beginning of such construction, unless prevented by weather. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than four (4) months from the time of such destruction or damage.

4. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. These are permanent easements for the benefit of all parties owning lots or parcels of land in the above-described tract of real estate and no permanent building or structure shall be erected on said easements.

5. Utility Lines. All utility lines shall be placed underground and no outside electrical lines or cable lines shall be placed overhead. This restriction may be waived by the unanimous consent of all of the owners of the lots. Exterior television transmission devices such as satellites or microwave dishes shall not be allowed.

6. Occupancy. No residence constructed on any lot shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. Determination of "substantially completed" shall be made by the Trustees.

7. Exteriors. All exterior sidewalls of all residences shall be of standard materials. At least 50% of the first floor exterior walls, excluding doors and windows, shall be either brick or stone.

8. Building Lines. No part of any building shall be located on any lot nearer to the front or side lot lines or nearer to the side street line than the minimum setback lines shown on the recorded plat, or for the zoning classification.

9. Commercial Operations. No businesses or commercial operations shall be maintained on the premises.

10. Signs. No advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement, except real estate "For Sale" signs of the type commonly used in the Quincy community and not exceeding four square feet in size, and one professional sign advertising the initial development of the subdivision by the Trustees herein. A name and address sign shall be permitted but shall not exceed two square feet in size.

11. Fences. No fences shall be permitted so as to obstruct or interfere with the aesthetic appearance of the area except when approved by the Trustees (as hereinafter described) or their designees. The Trustees may approve a fence, enclosure or wall where the size, location, height and materials to be used will contribute to the character of the area.

12. Vehicles. No commercial vehicles, boats, trailers, motorized recreational vehicles, mobile campers, construction or like equipment, on mobile or stationary trailers of any kind, shall be permitted on any lot of the real estate described above unless kept in a garage completely enclosed. Such equipment shall not be parked outside thereof for a period exceeding thirty-six continuous hours. This restriction shall not apply to construction equipment being used for building construction in the subdivision.

13. Swimming Pools and clothes lines. No above-ground swimming pools may be installed. No clothes line poles of a permanent nature will be installed.

14. Nuisances. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that would cause such lot to appear in any unclean or untidy condition or that will be obnoxious to the eye. No substance, thing, pet or materials shall be kept upon any lot that will emit foul or obnoxious odors. No activity shall be carried on which will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

15. Pets. No more than two pets or no customary household variety, such as birds, cats and dogs, may be kept on any lot in such premises. No animals of any kind may be kept, bred or maintained for any commercial purpose. Pet enclosures shall not exceed twelve feet by six feet in size.

16. Excavation. All dirt from excavating or grading shall be placed on an area previously designated by the Trustee.

17. Garbage. No lot shall be used or maintained as a dumping ground for anything including grass, rubbish, or other materials. Trash, garbage or other waste shall not be kept except in sanitary containers. All garbage cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition out of public view. All lots shall be kept in good appearance including the cutting of grass and weeds and removal of all rubbish, weeds and dead trees.

18. The Architectural Control Committee.

A. POWERS OF COMMITTEE

(i) GENERALLY: No dwelling, building structure or improvement of any type or kind may be constructed or placed on any lot in the subdivision without the prior written approval of the Architectural Control Committee. Such approval shall be obtained only after written application has been made to said Committee by the owner of the lot requesting authorization from the Committee.

(ii) POWER OF DISAPPROVAL: The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(aa) The plans, specifications, drawings or other material submitted are themselves inadequate or show the proposed improvement to be in violation of these covenants;

(bb) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent buildings or structures.

(cc) The proposed improvement, or any part thereof would be, in the opinion of the Committee, contrary to the interests, welfare or rights of all or any part of the owners of other lots in the subdivision;

(iii) POWER TO GRANT VARIANCES: The Committee may allow reasonable variances or adjustments of these Restrictions where literal application thereof would result in unnecessary hardship, provided, however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these covenants and also, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the subdivision;

(B) DUTIES OF COMMITTEE: The Committee shall approve or disapprove of proposed improvements within thirty (30) days after all required information shall have been submitted to it. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such refusal. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted to the Committee or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will be required and the related covenants shall be deemed to have been fully complied with.

(C) COMPOSITION OF COMMITTEE: The initial Committee shall be composed of the Trustees under the Land Trust, which owns the real estate described herein.

When all lots have been transferred from the Trustees to subsequent owners, and the Land Trust no longer owns any lots in the Subdivision, then the Trustees, within thirty (30) days of the transfer of the last lot from the Land Trust, shall appoint three (3) lot owners. The term of each Committee Member shall continue until a majority of the lot owners give notice of elections for new Committee Members. Each lot will be entitled to one vote for each of the three positions. Committee Members shall serve until they resign or are replaced by new elected members.

(D) LIABILITY OF COMMITTEE: Neither the Committee nor the Trustees, nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it. Nor for any defects in any work done according thereto.

19. Mining. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum products or minerals of any kind be produced or extracted.

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Adams County Recorder

Lot grading. Lot grading is to be in harmony with adjacent properties. Maximum grading elevation change between the front of the residence including garage and the lot line shall not exceed one and one-half (1-1/2) feet at building perimeter from that established by the Trustees. A variation from this requirement may be approved in writing by the Trustees.

21. Ditches and Swales. Every owner of any lot in the subdivision on which any part of a swale or of an open storm drainage ditch is situated shall keep such portion thereof as may be situated upon his lot, continuously unobstructed and in good repair.

22. Term, Extensions. All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in the premises regardless of how he acquired title until the commencement of the calendar year 2015 on which date these covenants, conditions, reservations and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on the premises or any owner. However, these covenants, conditions, restrictions and reservations shall be automatically extended for a period of ten years and thereafter in successive ten year periods, unless on or before the end of one of the extension periods or the initial period, the owners of a majority of the lots in the subdivision shall be by written instrument, duly recorded, declare a termination of the same.

23. Expenses. If owners of the lots contained in the real estate described above hire counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions because of a breach, all costs incurred in the successful enforcement, including a reasonable fee for counsel, shall be paid by the owner of the lot or lots which have violated the covenants.

IN WITNESS WHEREOF, the said Co-Trustees, Jeffrey C. Stroot and Steven

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