

Wollbrink
Park Est. Sub

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, C. Melbert Wollbrink and Marjorie M. Wollbrink, husband and wife, the owners of the following described real estate, situated in the County of Adams, in the State of Illinois:

A part of the Northeast Quarter of Section Eighteen (18) in Township One (1) North of the Base Line and in Range Eight (8) West of the Fourth Principal Meridian, which is bounded and described as follows: Commencing at a point on the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section Eighteen (18), thence running South One Thousand, One Hundred Ninety-seven and thirty-five hundredths (1197.35) feet, to a point, thence running Southwest along the North line of the right-of-way of the C. B. & Q. Railroad, Two Hundred Forty-five and twenty-five hundredths (245.25) feet to a point at the intersection of the North line of the right-of-way of the C. B. & Q. Railroad and the South line of the Northwest Quarter of the Northeast Quarter of said Section Eighteen (18) to a point, thence running West along said South line of the Northwest Quarter of the Northeast Quarter of Section Eighteen (18), One Thousand, Ninety-four and fourteen hundredths (1094.14) feet to a point at the intersection of said South line and the East right-of-way line of Illinois State Route 96, thence running North $01^{\circ} 40'$ East along said right-of-way line One Hundred Two and fifteen hundredths (102.15) feet, thence running South $80^{\circ} 20'$ East Forty-five (45) feet to a point on the East right-of-way line of Illinois Route 96, thence running North $01^{\circ} 40'$ East along said right-of-way line, One Thousand Thirty-nine (1039) feet to a point, thence along said right-of-way line North $01^{\circ} 43'$ East One Hundred Eighty-seven and ninety-nine hundredths (187.99) feet to a point on the North line of said Section Eighteen (18), thence running East along said North line of Section Eighteen (18) One Thousand, Two Hundred Sixty-three (1263) feet to the point of beginning, containing Thirty-eight and eighteen hundredths (38.18) Acres, more or less, all situated in Adams County, Illinois;

said real estate having been subdivided into Wollbrink Park Estates Subdivision, as shown on a Plat of Survey recorded in the Recorder's Office of Adams County, Illinois, in Book 13 of Plats at Page 880, containing Sixty-one (61) Lots, numbered One (1) thru Sixty-one (61), inclusive, do make and establish the following Protective Covenants which shall cover and apply to the said above described real estate and which shall be effective immediately.

1. DURATION. These covenants shall run with the land and shall be binding upon all the parties and persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by agreement of the then owners of the above described real estate or the several lots and parcels thereof, it is agreed to change said covenants in whole or in part. In determining the majority of the then owners, each and every owner of a lot or parcel of real estate shall have an equal right.

2. REMEDIES FOR VIOLATION. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot or parcel of real estate to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages for such violation or violations.

3. PARTIAL INVALIDATION. The invalidation of any one or more of these covenants by judgment or order of any court of record shall in no wise affect any of the other provisions or covenants herein contained.

4. RESIDENTIAL LOTS. All platted lots, except Lot Twenty-seven (27), Lots Twenty-nine (29), thru and including Lots Thirty-two (32), and Lots Forty-five (45), thru and including Lot Forty-eight (48), shall be known as residential lots, and all buildings constructed thereon are to be used for residential purposes only. No more than one such building may be constructed on each such residential lot, and all buildings constructed on said lots shall be single-family dwellings of conventional frame, brick, or brick veneer construction. No residential structure shall exceed one and one-half stories in height and each such structure shall contain on the ground or first floor of the interior of such structure a minimum of One Thousand Square Feet, excluding garage area. No trailer, mobile home or modular home shall be placed, erected or constructed on any residential lot.

5. DIVISION OF LOTS. All lots shall remain as shown on the Plat recorded in the Office of the Recorder of Deeds of Adams County, Illinois, in Book 13 of Plats at Page 880 and none of said lots shall be divided or reduced in size, except as otherwise specifically provided for herein.

6. GARAGES. Each garage or other outbuilding constructed on residential lots shall conform in construction and appearance to the dwelling house constructed on the respective lot, and shall be finished on the outside in material similar or compatible in appearance and construction to that of the main dwelling house.

7. NON-RESIDENTIAL LOT 27. Lot Twenty-seven (27) has been designated non-residential in the Plat of Survey of said subdivision. Grantors reserve unto themselves, their heirs, executors, administrators, and assigns the right to erect and maintain a suitable non-residential structure for workshop, storage and other related purposes, provided, however, that no retail or wholesale commercial activity shall be operated or maintained on the premises of said Lot Twenty-seven (27).

8. MULTI-FAMILY APARTMENTS. Grantors reserve unto themselves, their heirs, executors, administrators and assigns the right to erect multi-family apartment building or buildings on Lots Twenty-nine (29), thru and including Lot Thirty-two (32), and Lots Forty-five (45), thru and including Lot Forty-eight (48), or any one or more of said lots, provided, however, that construction of any such apartment or apartment buildings shall be commenced within five (5) years of the date of this instrument. Each such multi-family apartment building shall be constructed on one or two, but no more than two of the said enumerated lots, and shall be of brick veneer construction. For purposes of this agreement, the terms "apartment" or "multi-family apartment" shall be construed to include condominium structures as well. In the event Grantors, or their heirs, executors, administrators or assigns do not commence construction of any such apartment building or buildings upon any of the said lot or lots within the designated five (5) year period, any such lot or lots not then under construction shall be deemed single-family residential lots and shall be subject to the provisions made with respect to such single family lots in this instrument.

9. RESTRICTIONS AS TO USE OF LOT 61. Contemporaneously with the execution of this instrument, Lot Sixty-one (61) is being conveyed to the Village of Ursa, a municipal corporation, with provision that the said Lot Sixty-one (61) shall be developed, used and maintained as a public park by the said Village of Ursa for a period of twenty (20) years, from and after the date of conveyance of said lot to the Village. In the event that the Village officials shall elect to abandon the use of said Lot Sixty-one (61) for public park purposes after expiration of the said twenty (20) year period, then and in such event, said Lot Sixty-one (61) shall be used for single family residential purposes only, and may be subdivided into no more than eighteen (18) single family residential lots, which lots shall be subject to the provisions pertaining to residential lots and structures set out in this instrument.

10. OBSERVANCE OF LOT LINES. All buildings constructed in this subdivision shall conform to the building lines and easement lines as shown on the Plat of said subdivision, and no dwelling house or other building shall be placed or constructed closer than five (5) feet to any side lot line, except that any apartment building constructed on two (2) adjoining lots as provided in paragraph 8 herein may be constructed without regard to the side lot line separating the said two (2) adjoining lots.

11. TEMPORARY STRUCTURES. No temporary structure erected on any lot may be used for residential purposes excepting a garage or basement which has been adequately constructed and which conforms with the rules, ordinances and regulations of Adams County, Illinois, the Village of Ursa, and the Statutes of the State of Illinois. Any such garage or basement may be used for residential purposes by the owner of said lots for a period not to exceed two (2) years from the date construction of the said garage or basement is commenced.

12. CONSTRUCTION DEADLINE. Any dwelling house constructed on any of the said residential lots shall be under permanent roof and shall be completely painted within two (2) years from the date construction of the said dwelling house is

commenced. Construction of any garages or outbuildings must be completed within a reasonable time after said construction is commenced and no garage or outbuilding may be allowed to remain in an unfinished or neglected state of repair.

13. EASEMENTS. Easements as shown on the said Plat of Survey of said subdivision, for utilities and building lines and other restrictions as shown on said Plat shall remain for the permanent benefit of all parties owning lots in said above described subdivision and no permanent building or structure shall be erected on said easements or within said building lines.

14. DWELLING COSTS. No dwelling shall be constructed on any lot at a cost of less than Fifteen Thousand Dollars (\$15,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

15. FENCES, CLOTHES LINE POSTS OR NON-ORNAMENTAL FIXTURES. No fence or wall shall be erected, placed or altered on any lot near to any street than the minimum building set back line and no more than four (4) feet in height. No clothes line posts or non-ornamental fixtures shall be located on any lot nearer to the front lot line or nearer to the side yard lines or side street lines.

16. NOXIOUS OR OFFENSIVE ACTIVITIES. No noxious or offensive activities 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, however, this provision shall not be construed to limit activities in connection with use of the Public Park Facilities on Lot 61, which activities shall be subject to the control and jurisdiction of the Board of Trustees of the Village of Ursa.

17. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs or other household pets not to exceed two in number for each single family residential lot, and two in number for each apartment unit may be kept provided they are not kept, bred or maintained for any commercial purposes.

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, C. Herbert Withers and Marjorie M. Withers, husband and wife, the owners of the following described real estate, situated in the County of Adams, in the State of Illinois...

A part of the Northeast Quarter of Section Eighteen (18) in Township One (1) North of the Base Line and in Range Eight (8) West of the Fourth Principal Meridian, which is located and described as follows: Commencing at a point on the Northeast corner of the Northeast Quarter of the Northeast Quarter of said Section Eighteen (18), thence running South One Thousand, One Hundred Twenty-seven and thirty-three hundredths (1227.33) feet, to a point, thence running South-west along the North line of the right-of-way of the C. & A. Railroad, Two Hundred and twenty-five and twenty-five hundredths (225.25) feet to a point on the intersection of the North line of the right-of-way of the C. & A. Railroad and the South line of the Northeast Quarter of the Northeast Quarter of said Section Eighteen (18) to a point, thence running West along said North line of the right-of-way of the C. & A. Railroad to the East corner of said Section Eighteen (18) to a point, thence running North 02° 40' East along said right-of-way line One Hundred Two and fifteen hundredths (102.15) feet, thence running South 87° 10' East along said right-of-way line One Thousand Thirty-nine (139) feet to a point, thence along said right-of-way line North 89° 41' East One Hundred Eighty-seven and thirty-nine hundredths (187.65) feet to a point on the North line of said Section Eighteen (18), thence running East along said North line of Section Eighteen (18) One Thousand, Two Hundred Thirty-three (1233) feet to the point of beginning, containing Thirty-eight and six-tenths hundredths (38.6) Acres, more or less, situated in Adams County, Illinois.

said real estate having been submitted to Marjorie M. Withers, Clerk of the Board of Supervisors, as shown on a Plat of Survey recorded in the Recorder's Office of Adams County, Illinois, in Book 13 of Plats at Page 111, containing Thirty-one (31) Lots, numbered One (1) through Thirty-one (31), inclusive, do make and establish the following Protective Covenants which shall cover and apply to the said above described real estate and which shall be effective immediately.

(1)

Construction of any garage or outbuilding must be completed within a reasonable time after said construction is commenced and no garage or outbuilding may be allowed to remain in an unfinished or neglected state of repair.

13. EASEMENTS. Easements as shown on the said Plat of Survey of said subdivision, for utilities and building lines and other restrictions to shown on said Plat shall remain for the permanent benefit of all parties owning lots in said above described subdivision and no permanent building or structure shall be erected on said easements or within said building lines.

14. BUILDING CODES. No dwelling shall be constructed on any lot at a cost of less than Fifteen Thousand Dollars (\$15,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the maximum cost stated here for the minimum permitted dwelling size.

15. FENCES, CLOTHES LINE POSTS OR NON-ORNAMENTAL FIXTURES. No fence or wall shall be erected, placed or altered on any lot nearer to the minimum building set back line and no more than four (4) feet in height. No clothes line posts or non-ornamental fixtures shall be located on any lot nearer to the front line or rear or to the side yard lines or side street lines.

16. NOISES OR OFFENSIVE ACTIVITIES. No noxious or offensive activities 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, however, this provision shall not be construed to limit activities in connection with use of the Public Park Facilities on Lot 11, which activities shall be subject to the control and jurisdiction of the Board of Trustees of the Village of Uva.

17. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs or other household pets not in excess two in number for each single family residential lot, and two in number for each apartment unit may be kept provided they are not kept, bred or maintained for any commercial purposes.

(2)

18. BOUNDARY. These covenants shall run with the land and shall be binding upon all the parties and persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by agreement of the then owners of the above described real estate or the several lots and parcels thereof, it is agreed to change said covenants in whole or in part. In determining the majority of the then owners, such and every owner of a lot or parcel of real estate shall have an equal right.

19. REMEDY FOR VIOLATION. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot or parcel of real estate to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent like or them from so doing or to recover damages for such violation or violation.

20. PARTIAL INVALIDATION. The invalidation of any one or more of these covenants by judgment or order of any court of record shall in no wise affect any of the other provisions or covenants herein contained.

21. RESIDENTIAL LOTS. All platted lots, except Lot Twenty-seven (27), Lots Twenty-eight (28), three and including Lots Twenty-two (22), and Lots Forty-three (43), three and including Lot Forty-eight (48), shall be known as residential lots, and all buildings constructed thereon are to be used for residential purposes only. No more than one such building may be constructed on each such residential lot, and all buildings constructed on said lots shall be single-family dwellings of conventional frame, brick, or brick veneer construction. No residential structure shall exceed one and one-half stories in height and each such structure shall contain on the ground or first floor of the interior of such structure a minimum of One Thousand Square Feet, including garage area. No trailer, mobile home or modular home shall be placed, erected or constructed on any residential lot.

(3)

22. TRASH. No lot 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 lawnmowers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

23. VISUAL OBSTRUCTIONS. No fence, wall, hedge or other planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage they be maintained at sufficient height to prevent obstruction of such sight lines.

IN WITNESS WHEREOF, we hereunto set our hands and affixed our seals this 6th day of June, A.D. 1976.



C. Herbert Withers (SEAL)
Marjorie M. Withers (SEAL)
Charles E. Whitman
Notary Public

This instrument prepared by
KIMBER A. BERKOWITZ, Attorney at Law

(4)

24. DIVISION OF LOTS. All lots shall remain as shown on the Plat recorded in the Office of the Recorder of Deeds of Adams County, Illinois, in Book 13 of Plats at Page 111 and none of said lots shall be divided or subdivided in any way, except as otherwise specifically provided for herein.

25. GARAGES. Each garage or other outbuilding constructed on residential lots shall conform in construction and appearance to the dwelling houses constructed on the respective lots, and shall be finished on the outside in material similar or compatible in appearance and construction to that of the main dwelling house.

26. NON-RESIDENTIAL LOT 27. Lot Twenty-seven (27) has been designated non-residential in the Plat of Survey of said subdivision. Grantee reserves to themselves, their heirs, executors, administrators, and assigns the right to erect and maintain a suitable non-residential structure for workshop, storage and other related purposes, provided, however, that no retail or wholesale commercial activity shall be operated or maintained on the premises of said Lot Twenty-seven (27).

27. MULTI-FAMILY APARTMENTS. Grantee reserves unto themselves, their heirs, executors, administrators and assigns the right to erect multi-family apartment buildings or buildings on Lots Twenty-two (22), three and including Lot Twenty-two (22), and Lots Forty-three (43), three and including Lot Forty-eight (48), or any one or more of said lots, provided, however, that construction of any such apartment or apartment buildings shall be commenced within five (5) years of the date of this instrument. Each such multi-family apartment building shall be constructed on one or two, but not more than two of the said non-residential lots, and shall be of brick veneer construction. For purposes of this agreement, the terms 'apartment' or 'multi-family apartment' shall be construed to include condominium structures as well. In the event Grantee, or their heirs, executors, administrators or assigns do not commence construction of any such apartment building or buildings upon any of the said lot or lots within the designated five (5) year period, any such lot or lots not then under construction shall be deemed single-family residential lots and shall be subject to the provisions made with respect to such single family lots in this instrument.

(5)

28. RESTRICTIONS AS TO USE OF LOT 11. Contemporaneously with the execution of this instrument, Lot Fifty-one (51) is being conveyed to the Village of Uva, a municipal corporation, with provision that the said Lot Fifty-one (51) shall be developed, used and maintained as a public park by the said Village of Uva for a period of twenty (20) years, from and after the date of conveyance of said lot to the Village. In the event that the Village officials shall elect to abandon the use of said Lot Fifty-one (51) for public park purposes after expiration of the said twenty (20) year period, then and in such event, said Lot Fifty-one (51) shall be used for single family residential purposes only, and may be subdivided into no more than eighteen (18) single family residential lots, which lots shall be subject to the provisions pertaining to residential lots and structures set out in this instrument.

29. OBSERVANCE OF LOT LINES. All buildings constructed in this subdivision shall conform to the building lines and easement lines as shown on the Plat of said subdivision, and no dwelling house or other building shall be placed or constructed closer than five (5) feet to any side lot line, except that any apartment building constructed on two (2) adjoining lots as provided in paragraph 8 herein may be constructed without regard to the side lot line separating the said two (2) adjoining lots.

30. TEMPORARY STRUCTURES. No temporary structure erected on any lot may be used for residential purposes excepting a garage or basement which has been adequately constructed and which conforms with the rules, ordinances and regulations of Adams County, Illinois, the Village of Uva, and the Statute of the State of Illinois. Any such garage or basement may be used for residential purposes by the owner of said lot for a period not to exceed two (2) years from the date construction of the said garage or basement is commenced.

31. CONSTRUCTION DEADLINE. Any dwelling house constructed on any of the said residential lots shall be under construction and shall be completely painted within two (2) years from the date construction of the said dwelling house is

(6)

County Secretary's Certificate of Authenticity and JUDICIAL STATE OF ILLINOIS Seal Records Commission Date: June 7, 1976 I hereby certify that I have on the day written above, photographed the documents appearing on this file and that it is a true and correct copy of the records of the RECORDER OF DEEDS OF ADAMS COUNTY, ILLINOIS. I further certify that the attested time appearing on this file represents the date of recording in the ordinary course of business, which is prepared by a computerized system on this file, exactly as the original was recorded on the original. Charles E. Whitman Notary Public