

PROTECTIVE COVENANTS

WHEREAS, Arrowhead Estates, Inc., an Illinois corporation, in the owner of the following described real estate:

The Northwest Quarter of the Southwest Quarter of Section Thirty-five (35), Township One (1) North of the Base Line, Range Six (6) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois.

WHEREAS, it is the desire and intention of the owner to develop part or all of said real estate for residential purposes 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.

NOW, THEREFORE, Arrowhead Estates, Inc., hereby declares that all of the property described above is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvements, and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

A. Effective Date: These Covenants shall take effect immediately upon recording thereof and shall apply immediately to all of the above-described real estate.

B. Term and Amendment: These Covenants shall run with the land and shall be binding upon all parties and persons claiming under them until January 1, 2010 at which time said Covenants shall be automatically extended for successive periods of five (5) years unless by agreement of eighty (80) percent 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 eighty (80) percent of the then owners each parcel and each platted lot shall have one vote regardless of the number of owners of such parcel or lot.

C. Violations and Enforcements: If the parties hereto or any of them or their heirs or transferees 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 said real estate to prosecute any proceeding at law or in equity against any party violating or attempting to violate any such covenant to prevent that party

from so doing or to recover damages for such violation or violations or for such other legal or equitable relief as may be allowed. In addition, the party found to be in violation of any covenant shall be liable to the person or persons prosecuting such violations expenses for such prosecution including reasonable attorney's fees and other litigation expenses incurred. Any judgment against any party found to be in violation shall include the amount of such expenses in favor of the person or persons prosecuting such violation. The rights and responsibility for enforcement to these covenants is with each property owner.

D. Covenants:

1. No animals, livestock or poultry of any kind shall be raised, bred or kept on said real estate, except that dogs, cats or other household pets not to exceed two (2) in number may be kept provided that they are not kept, bred or maintained for any commercial purpose.

2. No part of the real estate shall be used or maintained as a dumping ground for anything, including grass, rubbish, or other material.

E. Severability: Each covenant shall be severable. That is, invalidation of any one of these covenants by a judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Roger C. Mohrman and Ivan E. Wharton, the President and Secretary respectively of Arrowhead Estates, Inc., an Illinois corporation, owner of said tract, have caused these presents to be executed in its name and for and on its behalf this 26<sup>th</sup> day of APRIL, 1991.

ARROWHEAD ESTATES, INC.  
An Illinois Corporation

By Roger C. Mohrman  
Its President

ATTEST:

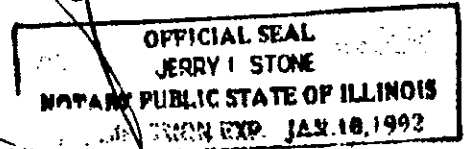
Ivan E. Wharton  
Its Secretary

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF ADAMS )

I, JERRY I. STONE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roger C. Mohrman and Ivan E. Wharton, the President and Secretary respectively, of Arrowhead Estates, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, who are personally known to me to be the same persons whose names as such President and Secretary 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 respectively and pursuant to power and authority in that behalf duly granted to them by the Board of Directors of said corporation, signed and sealed and delivered the said instrument as their free and voluntary act and deed as such President and Secretary 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 26<sup>th</sup> day of APRIL, 1991.

Jerry I. Stone  
Notary Public



PREPARED BY:

Lewis, Blickhan, Longlett & Timmerwilke, Attorneys