

**PROTECTIVE COVENANTS FOR DEVELOPMENT OF
SINGLE FAMILY DETACHED DWELLINGS OF
ARROWHEAD ESTATES**

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

Part of the Southwest Quarter of Section 35, Township One (1) North, Range Six (6) West, of the Fourth Principal Meridian, Adams County, Illinois, described as follows:

Commencing at the Northwest corner of said Southwest Quarter of Section 35; thence South 89° 54' 16" East, 52.92' along the North line of said Southwest Quarter to a concrete monument on the East Right-of-way line of Adams County Highway 11 and the true point of beginning; thence continuing South 89° 54' 16" East, along the North line of said Southwest Quarter 1224.26' to a concrete monument; thence South 00° 18' 05" East, 858.55'; thence North 90° 00' 00" West, 456.88'; thence North 57° 29' 33" West, 909.12' to a point on the East Right-of-Way line of Adams County Highway 11; thence North 00° 12' 17" West, along said right-of-way line 17.09'; thence North 89° 45' 29" West, along said right-of-way line 5.00'; thence North 00° 01' 29" West, along said right-of-way line 354.90' to the point of beginning, containing 19.84 acres,

all situated in the County of Adams, in the State of Illinois.

WHEREAS, it is the desire and intention of the owner 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.

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. Purpose: The purpose is to contribute to the establishment of the character of a neighborhood and to the maintenance of value levels through the regulation of type, size and placement of buildings, lot sizes, reservation of easements, and prohibition of nuisances and other land uses that might affect the desirability of a residential area.

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

C. Term and Amendment: These covenants shall run with the land and shall be binding upon all the 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 abovedescribed 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 platted lot shall have one vote regardless of the number of owners of such lot.

D. Violation and Enforcement: 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 for 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.

E. Covenants: The covenants are as follows:

1. All platted lots shall be known as residential lots and all buildings constructed thereon are to be used for single family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height plus basement and an attached garage for a minimum of two cars; and one detached building or shed, not to exceed 24' x 24' in size, constructed in the same style and of the same material as the residence.

2. No building shall be erected, placed, or altered on any lot until the construction plans, specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation.

3. To preserve the natural quality and aesthetic appearance of the existing geographic area within the subdivision, all property lines shall be kept free and open to one another and no fence or wall shall be erected, placed, or altered on any lot without first having received approval of the Architectural Control Committee.

4. All lots must be kept mowed to a height of ten inches or less, except any area which cannot be mowed because of topography or other natural obstruction. The Architectural Control Committee is authorized to notify violators of this covenant in writing, and unless the lot owner shall correct the violation within fourteen (14) days of the date of such notice, the Architectural Control Committee shall cause all necessary mowing to be completed at the expense of the lot owner.

5. No single-family residence shall be constructed on any lot at a cost of less than Forty-five Dollars (\$45.00) per square foot construction cost, based upon costs levels prevailing on the date these Covenants are recorded, it being the intention and purpose of this covenant to assure that all residences shall be of a quality of 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 residence size. The ground floor area of the main structure, exclusive of one-story open porches and garages for a single-family residence, shall not be less than 1,500 square feet for a one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one story.

6. The front exterior wall of all residences shall be of either wood, brick, or stone, provided that no log or modular homes shall be constructed on any lot.

7. 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 building setback lines shown on the recorded plat, nor nearer than ten (10) feet to any interior lot line. Additionally, no dwelling shall be located on any interior lot nearer than fifty (50) feet to the rear lot line. For the purpose of this covenant, steps, porches and decks shall be considered a part of the building. With the approval of the Architectural Control Committee, retaining walls may be constructed within the ten (10) foot setback area.

8. No above-ground swimming pools shall be permitted.

9. Easements for installation and maintenance of utilities, drainage facilities, and other purposes are reserved as shown on the Plat recorded on APRIL 29, 1991. Easements reserved on the reported Plat for any purpose whatsoever shall remain as permanent easements to the benefit of all parties owning lots or parcels of land in said above-described tract of real estate, and no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

10. No noxious or offensive activity 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.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

12. Trucks of any size, boats, trailers of any kind, motorized recreational vehicles, attachable vans, mobile campers, or similar equipment may be kept in the subdivision, which includes streets and lots, provided a permanent off-street, fully enclosed shelter (attached garage or other building permitted under paragraph 1 herein) is provided for housing therein and that such equipment is not kept outside for a period exceeding 72 continuous hours. The only exception to this Covenant will be allowed when trucks or storage equipment are necessary and utilized during building construction.

13. No satellite dishes or antennas of any type shall be allowed in front or side yards, but the same shall be permitted, provided any antenna shall not extend more than 20 feet above the roof line of the residence, in back yard sites after first having received approval of the Architectural Control Committee.

14. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property during the construction and/or sale.

15. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets not to exceed a combined total of two in number may be kept provided that they are not kept, bred or maintained for any commercial purpose.

16. No lot shall be used or maintained as a dumping ground for anything, including grass, rubbish, or other material. 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.

17. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Adams County Public Health Department.

18. No dirt shall be removed from the Subdivision, and disposal of surplus dirt shall be arranged through the Architectural Control Committee.

19. No individual sewage-disposal system shall be permitted on any lot unless such system is designed and constructed in accordance with the requirements, standards and recommendations of the Adams County Public Health Department, and approval of such system as installed shall be obtained from such authority.

20. No fence, wall, hedge, or shrub planting which obstructs site lines at elevations between 2 and 6 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 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same site-line limitation shall apply to any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

21. The owner of any lot shall be individually responsible for the installation and maintenance of a private entrance from any public road, which shall include a culvert not less than 26 feet in length and 15 inches in diameter, and within one year of occupancy of any residence, the owner shall construct, and thereafter maintain, a hard surface driveway.

22. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open watercourse, except that clean fill may be placed nearer, provided that the natural watercourse is not altered nor blocked by such fill.

23. All utilities shall be underground and shall be constructed prior to any bituminous concrete surface course construction. After the street surface is constructed, no openings in the pavement shall be made for a period of five years. All underground house services, such as gas and water services, shall be bored or tunneled and shall be sand backfilled to insure no street settlement. Permits for street openings made during the above period of five years shall be obtained from the Township Road Commissioner.

24. No business or commercial operation shall be maintained or permitted on any lot including but not limited to a day care center or other type of commercial operation. The only exception shall be a builder who may have occasional visitors viewing plans, prices, sites or other matters.

25. All residences and attached garage must be completed, and all parts thereof constructed of wood have at least two coats of paint or other preservative, within one year from the date of beginning construction.

26. Lots may not be redivided except to increase the size of adjoining lots. If redivided, the appropriate adjoining lot combined with the redivided lot shall thereafter be treated as a single lot with side-yard and other setback lines considered appropriately altered.

27. All outside lights must be approved by the Architectural Control Committee. If street lights are installed, each lot shall be responsible for and each lot owner agrees to pay upon request an equal share of the cost of operating and maintaining such street lights for the subdivision.

28. Each lot shall be subject to supervision by the Architectural Control Committee as described below.

F. The Architectural Control Committee:

1. Powers of Committee:

(a) Generally: No dwelling, building structure or improvements 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.

(b) Power of Disapproval: The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

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

(ii) 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,

(iii) 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.

(c) 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 restrictions and also, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the subdivision.

2. 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 not be required and the related covenants shall be deemed to have been fully complied with.

3. Composition of Committee: The Committee shall be composed of three (3) members of the Board of Directors of Arrowhead Estates, Inc., elected by said Board of Directors for initial terms of one (1), two (2) and three (3) years, and thereafter for three (3) year terms. All members of the Committee shall serve without compensation for services performed pursuant to these covenants. Any vacancies from time to time existing shall be filled by appointment of the Board of Directors of Arrowhead Estates, Inc. The Committee shall act by majority rule of its members.

4. Liability of Committee, Etc.: Neither the Committee nor any agent thereof, nor the declarant, nor Arrowhead Estates, Inc., 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.

G. 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 16th 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. SINDIC, 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.