

RESTRICTION COVENANT AGREEMENT

Know all men by these presents that we Garry E. Wellman and Otto D. Wellman, being the owners of Elmwood a subdivision of a part of the Southwest quarter of Section 12 in Township 2 South, Range 9 West of the 4th Principal Meridian, in Adams County, Illinois, which subdivision includes lots 1 to 28 inclusive, a plat of which was on the 15th day of June, 1955 duly recorded in the Office of the Recorder of Deeds of Adams County, Illinois in Volume 5 of Plats, at page 54, do hereby make and establish the following restriction agreement which shall take effect immediately, and shall apply to each and all of said 28 lots in said subdivision:

These articles of agreement shall run with the land and shall be binding upon the parties hereto and all persons claiming under them until January 1, 1960, at which time said covenants shall be automatically extended for successive periods of 5 years, unless by vote of a 2/3 majority of the then owners of said lots, it shall have been agreed to change said agreement in whole or in part.

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 real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

No building shall be erected on said premises other than a dwelling house, garage and such dwelling house shall be of the one family type and used by one family only, and shall not exceed one story above the basement in height, the roof shall not exceed 1/3 pitch, no flat roofs or false fronts, and shall contain a minimum of 1000 square feet area of usable 1st floor space, exclusive of porches and garage. The material for construction shall only be of frame, stone, brick, or stucco, with roof of composition, wood or slate shingle, and the garage shall be constructed to match and conform to the dwelling. No dwelling and garage shall be erected at a cost of less than \$11,000.00 and no part of said dwelling or garage shall

be less than 10 feet to any property line. The erection of fences

and hedges shall be limited to 48 inches in height and the fences shall be constructed only of woven wire or other open construction. No billboard shall be erected.

No dwelling house and garage shall be constructed on any tract containing less than 10,450 square feet of land, and such structure or structures shall not be built with its foremost portion closer than 25 feet from the street line.

The dwelling and structures to be erected on any of said lots shall be used only for dwelling purposes. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporary or permanent, and no structure of a temporary character shall be used as a residence.

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No animals, birds or fowls shall be raised for commercial purposes; the only animals to be allowed on said grounds shall be family pets, and there shall not be built any outbuildings or fences to confine chickens, pigs, goats, cows or any other species of animal or fowl.

No outside toilet shall be erected on any of said lots.

In the event of a violation of any one or more of the foregoing conditions, limitations or restrictions by grantees, their heirs, devisees or assigns, the parties of the first part, their heirs, or assigns shall have the right and privilege to re-enter and re-possess all of said premises.

Harry D. Wellman

Oliver P. Wellman

CHARLES E. BINKERT
Attorney at Law
30 N. 30th
SUNNYVALE, ILL.

No. 179777 Filed this 7th day of December, A.D. 1955 at 4:48 o'clock P.M.

EXEMPTION FROM REDEMPTION AGREEMENT

WHEREAS, Garry W. Madham and Cha D. Madham, did on the 20th day of June, 1955 enter into a restriction agreement concerning all of the lots in Blawood a subdivision of a part of the North-west quarter of Section 12 in Township 2 South, Range 17 West of the 11th Meridian, Madison County, Illinois, which said agreement was on the 20th day of June, 1955 filed and recorded in Volume 51 of Subdivisions at page 217, and

WHEREAS, Euell E. Woodard and Hilda M. Woodard are the owners of Lot 6 in Blawood Subdivision, and Stanley E. Brockschmidt and Valida C. Brockschmidt are the owners of lots 27 and 28, and Glenn M. Woodard and Pauline C. Woodard are the owners of lot 13, and Garry W. Madham and Cha D. Madham are the owners of all of the remaining lots in said subdivision, and

WHEREAS, it has been determined that certain of the lots in said subdivision contain an area of less than 10,450 square feet,

Now, therefore, it is mutually agreed between the parties hereto, as owners of all of the lots in Blawood subdivision, their said restriction agreement, dated June 20, 1955 between Garry W. Madham and Cha D. Madham, to and for as hereby expressed, amended and renewed to say that no dwelling, house and garage shall be constructed on any lot containing less than 2,500 square feet of land, in lieu of the land tax on all the 10,450 square feet,

Stanley E. Brockschmidt