

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Kenneth A. Bigelow, as Trustee under the provisions of a Trust Agreement dated the 12th day of October, 1979, known as Rolling Meadows Estates Trust, being the owner of the following described real estate:

dv Lots One (1) through Forty-five (45), both inclusive, in Rolling Meadows Estates, a subdivision of part of the Northeast Quarter of Section Thirteen (13) in Township Two (2) South of the Base Line and in Range Nine (9) West of the Fourth Principal Meridian, situated in the County of Adams in the State of Illinois,

does hereby make and establish the following Protective Covenants, which shall cover all Lots in said Rolling Meadows Estates, and each and every part thereof, which covenants shall run with the land and shall be binding upon the parties hereto, and shall be binding upon each and every person, firm and corporation claiming by, through or under it for a period of Twenty-five years from the date said Trustee conveys each of said lots to a second party. At the end of said twenty-five year period said covenants shall be extended automatically for successive periods of ten years unless a majority of the then owners of such Lots, through a written instrument duly recorded in the Office of the Recorder of Deeds, shall amend or suspend such covenants.

In the event that any Lot owner or any person claiming by, through or under any Lot owner shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person, firm or corporation owning any real estate in said Rolling Meadows Estates to prosecute any proceedings at law or in equity against the person, firm or corporation violating or attempting to violate any such covenant and either to prevent him, her or it from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

No structures shall be erected, placed or permitted to remain on any residential building plot other than one single-family dwelling not to exceed two stories in height and a private garage for not less than two cars, except that any builder or contractor may while erecting a residence on any of said lots store his equipment shed or trailer on said premises for and during the construction period but not after said residence has been sold.

No building shall be located nearer to the front lot line or nearer to the said street line than the building set back lines shown on the recorded Plat. An enclosed porch shall be considered a part of the main building for the purpose of this covenant.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than ten thousand square feet or a width of less than seventy feet at the front building set back line.

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 trailer, camper, basement, tent, shack, garage, barn or other outbuilding placed or erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence other than a recreational vehicle owned by a visitor of a residence owner.

No dwelling shall be permitted on any lot with a square footage of less than one thousand one hundred fifty (1,150) square feet. All dwelling shall be of quality workmanship and materials. The exterior material of such dwelling shall be at least twenty per cent (20%) brick or stone.

Easements are reserved as shown on the recorded Plat for utility location, construction, establishment, maintenance and operation and no permanent building or structure shall be erected on said easements.

No sign of any kind shall be displayed to the public view on any lot except one sign not more than five square feet advertising the property for sale or rent and except signs used by a builder to advertise the property during the construction and sale period.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that one dog and one cat may be kept as a household pet provided they are not kept, bred or maintained for any commercial purpose.

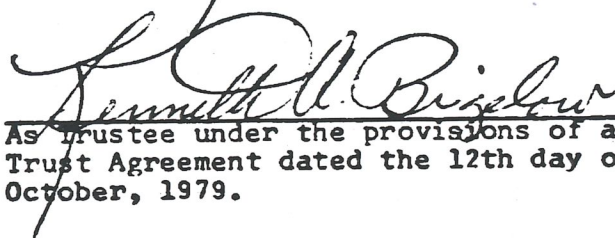
No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No commercial trucks or boats shall be kept, parked or stored within this subdivision unless same is kept, parked or stored inside a garage.

Fences may be constructed within this subdivision but the same shall not exceed six (6) feet in height and shall not extend nearer the street than the front line of any dwelling or the side line of any dwelling situated on any lot the side of which is adjacent to a street.

Provisions of these covenants as to twenty per cent (20%) brick or stone and garage requirements are waived as to Lot Twenty-nine (29) of said subdivision.

IN WITNESS WHEREOF, said Kenneth A. Bigelow, as Trustee under the provisions of a Trust Agreement dated the 12th day of October, 1979, has hereunto set his hand and affixed his seal this 29th day of August, A.D. 1980.



As trustee under the provisions of a Trust Agreement dated the 12th day of October, 1979. (SEAL)

Subscribed and sworn to before me this 29th day of August, 1980.





Notary Public