

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, Ray C. Shortridge, Jr. and Marjorie A. Shortridge, husband and wife, being the owners of the hereinafter described real estate do hereby make and establish the following Protective Covenants which shall cover the following described real estate, all situated in the County of Adams and State of Illinois, to-wit:

Lots 3, 4, 6, 7, 8, 9, 10, 11, 12 and 13 in Ellington Development, a Subdivision of part of the Northwest Quarter of Section 19 in Township 1 South of the Base Line, in Range 8 West of the Fourth Principal Meridian, situated in the County of Adams and State of Illinois.

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

These covenants shall run with the land and shall be binding upon all the parties and persons claiming under them until January 1, 1981, at which time said covenants shall be automatically extended for successive periods of 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.

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.

The invalidation of any one 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.

Any lot may be redivided so as to increase the size of any lot or decrease the size of any lot, but no lot shall be decreased in size to less than 20,000 square feet.

No building shall be erected, altered, placed or permitted to remain on any lot other than buildings of a neat and artistic design.

All buildings must be completed within one year from date of beginning construction and all driveways shall be either concrete or blacktop.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line and no more than four feet in height.

No building shall be permitted on any lot at a cost of less than \$25,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all buildings shall be of 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.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Easements reserved on the recorded 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 permanent building or structure shall be erected on said premises.

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.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot.

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 lot shall be used or maintained for the storage of products, materials, supplies, articles or personal property of any nature, except that the same may be stored in a building designed for that purpose.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways 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 25 feet from the intersections of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway 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 sight lines.

In Witness Whereof, the said Ray C. Shortridge, Jr. and Marjorie A. Shortridge, husband and wife, owners of said tract, have caused these presents to be executed and their seals hereto affixed, this 1st day of September, A.D. 1970.

Ray C. Shortridge, Jr. (Seal)

Marjorie A. Shortridge (Seal)

