

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that I, Robert Schoch, being the sole owner of the following described real estate:

A vacant lot legally described as Lot Ten (10), Ponderosa Subdivision, a Subdivision of a part of the Southwest Quarter of Section Eleven (11), in Township One (1) North of the Base Line, and in Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois, excepting therefrom a tract in the Northeast corner thereof, described as follows: Beginning in the Northeast corner of said Lot Ten (10), thence South along the East line of said Lot Ten (10), One Hundred Sixty-two (162) feet, thence West parallel to the North line of said Lot Ten (10), Ninety (90) feet, thence North parallel to the East line of said Lot Ten (10) One Hundred Sixty-two (162) feet to the North line of said Lot Ten (10), thence East Ninety (90) feet to the point of beginning, all as shown on a certain Plat recorded at book 13, at page 851, in the Office of the Recorder of Deeds of Adams County;

Eight vacant lots legally described as Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), and Eleven (11), in Ponderosa First Addition, a Subdivision of a part of the Southwest Quarter of Section Eleven (11), in Township One (1) North of the Base Line and in Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois, all as shown on a certain Plat recorded at book 13, at page 1049, in the Office of the Recorder of Deeds of Adams County;

Lots Two (2), Three (3), Four (4), Five (5), and Six (6), Ponderosa Second Addition, a Subdivision of a part of the Southwest Quarter of Section Eleven (11), in Township One (1) North of the Base Line and in Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois; all as shown on a certain Plat recorded at book 13, at page 1035, in the Office of the Recorder of Deeds of Adams County,

do hereby make and establish the following Protective Covenants:

1. All lots shall be used as residential lots and any buildings erected upon said lots shall not be used for any other purpose other than providing a dwelling house.
2. All garages or other outbuildings constructed on the said lots shall conform in construction and appearance to the dwelling house constructed on such lot and shall be finished on the outside in material similar in appearance and construction to that of the main dwelling house.
3. No animals may be kept or raised on any of said lots, provided, however, that any form of animal, except a farm animal or repile, may be kept or raised on any of said lots as a pet, provided the owner of said pet gives said pet adequate care and treatment.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no house trailer or so-called double trailer, whether on a foundation or not, shall be placed on any lot at any time.
5. All buildings constructed or to be erected on said lots shall conform to the building lines and easement lines as shown on the plats of said subdivisions recorded in the Recorder's Office of Adams County, Illinois, in the Book 13 of Plats, as recited hereinabove, and no dwelling house or other building shall be placed or constructed closer than Ten (10) feet to any side lot line, provided, however, that any building or buildings now located on any of said lots shall not be subject to the provisions of this


6. Any dwelling house which may be built on any of said lots shall be under permanent roof, and the exterior shall be completely finished within one year from the date the construction of said dwelling house is commenced. Construction of any garages or outbuildings must be completed within six months after said construction is commenced and no garage or outbuilding is to remain unfinished or in neglect of repair.

The erection of fences and hedges shall be limited to forty-eight inches in height and said fences shall be of open construction and be of neat appearance. All outbuildings shall conform in construction and appearance with the dwelling house.

7. Invalidation of any one of these covenants by judgment or Court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

8. These covenants are to run with the land and shall be binding on all persons or parties claiming under them until October 1, 1979, at which time such covenants shall be automatically extended for periods of ten years, unless, at any time, by a vote of the majority of the lots hereinabove described, each lot having one vote, it is agreed to change said covenants in whole or in part.

IN WITNESS WHEREOF, the said Robert Schoch, owner of said tracts, has caused these presents to be executed and his Seal hereto affixed this 31st ^{October} day of November, 1978.

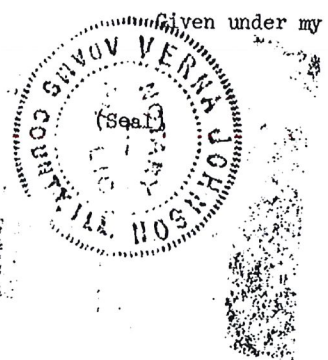


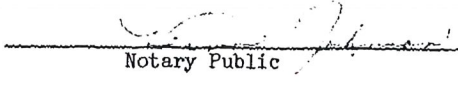
Robert Schoch (SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

I, Thomas J. Schmitt, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Schoch, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my Hand and Notarial Seal this 31st ^{October} day of November, 1978.





Notary Public (SEAL)