

## COVENANTS AND RESTRICTIONS

I, WAYNE C. EHMEN, being the sole owner of the following described real estate:

Part of the Northwest Quarter (NW1/4) of Section 7, Township 42 North, Range 2 East of the 3rd Principal Meridian, Ogle County, Illinois, bounded and described as follows; to-wit: Beginning at a point on the North line of said Section 7, Six Hundred Seventy and Five Tenths (670.5) feet (measured along said North line) Easterly of the Northwest corner of said Section 7 and running thence Southerly parallel with the West line of said Section 7 (said West line herein designated South 0 degrees 03' 41" West) a distance of Six Hundred Twenty-nine and Seventy-eight Hundredths (629.78) feet to the point of curvature for a circular curve to the right (radius point being Southwesterly) and having a radius of Sixty-four (64.0) feet; thence Southeasterly along said circular curve to the Right to the point of intersection with its chord which measures Sixty-one and Six Hundredths (61.06) feet and bears South 30 degrees 24' 33" East; thence North 89 degrees 52' 20" East a distance of Three Hundred Fifty-six and Fifty-two Hundredths (356.52) feet; thence Southerly parallel with the West line of said Section a distance of Six Hundred Nineteen and Sixty-four Hundredths (619.64) feet; thence Westerly parallel with the North line of said Section 7 a distance of One Thousand Fifty-seven and Ninety-eight Hundredths (1,057.98) feet more or less to the West line of said Section 7; thence Northerly along said West line to the point of beginning. Subject to the rights of the public and State of Illinois in and to that portion thereof taken, used or dedicated for public road purposes.

In order to provide for the use of the real estate solely for single-family residential purposes and to provide for quiet enjoyment and the maximum quality of life for the owners of each tract hereby provide for the following covenants and restrictions on the entire above described real estate and each tract therein.

1. No tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any tract other than (a) one detached single-family

dwelling not to exceed two stories in height, which shall have an attached private garage for not less than two cars; and one barn or stable, the surface of which shall be constructed of new material.

2. No commercial enterprise of any kind shall be carried on, on any tract nor shall any tract be used for any commercial purpose. The storage of commercial vehicles or any other property or equipment shall be considered a commercial purpose except as it is incident to the operation of the dwelling or dwellings erected on the tract and the maintenance of the yard and outbuilding.

3. No tract shall be subdivided.

4. The ground floor area of the main dwelling, exclusive of open porches, garages and basements, shall not, in case of one-story dwellings, be less than 1200 square feet, and for two-story dwellings not less than ~~1800~~ <sup>1400</sup> square feet in the combined ground floor area and second floor area, exclusive of open porches, garages and basements.

5. The exterior of each dwelling or outbuilding, including exterior painting and grading of yard, shall be completed within 6 months from the date construction is started on such dwelling or outbuilding.

6. No noxious or offensive activities shall be carried on upon any tract nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other tracts.

7. No tract shall be used or maintained for a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the disposal and storage of such materials shall be kept in a clean and sanitary condition at all times.

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

9. No animals shall be allowed to run at large. <sup>Two</sup> ~~One~~ dog will be permitted per residence provided that the dog is the property of the owner of said residence. No dog kennels and no swine will be permitted. Each tract may have, not to exceed 3 head, of either cattle or horses. <sup>J.C.E.</sup>

10. Fences erected around lots shall be of permanent construction not to exceed 6 feet in height. ~~No fence shall extend toward the road beyond the front of the residence.~~ <sup>J.C.E.</sup>

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of survey. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority, or utility company is responsible. The utility owner shall have the right to enter upon said easement area for purposes of repair, renewal and removal of its equipment.

12. The covenants are to run with the land and shall be binding on all owners and all persons claiming under them for a period of ~~twenty~~ <sup>twenty</sup> (20) years from the date of recording after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the tracts have been recorded, agreeing to change said covenants in whole or in part.

13. Any owner of property herein may enforce these covenants by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant to either require violation or to recover damages.

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

Given under my hand and seal this 15<sup>TH</sup> day of JUNE, 1987.

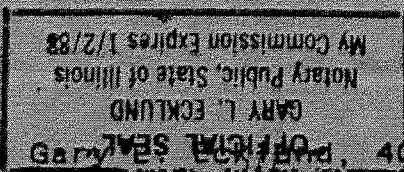
  
WAYNE C. EHMEN

STATE OF ILLINOIS )

COUNTY OF WINNEBAGO )

The undersigned, a notary public in and for the above county and state, certifies that WAYNE C. EHMEN is personally known to me to be the same person whose name is subscribed to the foregoing, appeared before me in person, and acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 15<sup>TH</sup> day of JUNE, 1987.



  
Notary Public

DRAFTED BY: Gary L. Ecklund, 4023 Charles St., Rockford, IL 61108